

# **Association of Flight Attendants-CWA**



## **Horizon Air Flight Attendant Contract**

**May 1, 2020 - April 30, 2024**



## TABLE OF CONTENTS

Preamble .....	1
Recognition and Scope .....	2
Definitions .....	7
Compensation .....	12
Duty-Time Expenses .....	26
Hours of Service .....	30
Crew Scheduling .....	38
Reserve .....	86
Training .....	104
Sick Leave .....	109
Medical Examinations .....	119
Vacation .....	123
Uniforms .....	129
Seniority .....	133
Leaves of Absence .....	135
Furlough and Recall .....	149
Transfers Between Domiciles .....	152
Moving Expenses .....	158
Hostage Benefits .....	160
Benefits .....	161
Management Rights .....	167
Association Activities .....	168
Association Security and Dues Collection .....	175
Grievance Procedure and Board of Adjustment .....	180
No Strikes or Lockouts .....	189
General .....	190
Safety, Health and Security .....	200
Duration .....	206
SL#1 Implementation Agreement .....	207
SL#2 Vacation Provisions Applicable to Flight Attendants with Seniority	
Date of February 1, 1991 and earlier .....	219
SL#3 IOE Scheduling .....	222
SL#4 Wet Lease )No Furlough Agreement) .....	225
SL#5 2009 Ratification Agreement .....	226
SL#6 2016 Ratification Agreement .....	227
SL#7 Minimum Hotel Standards and Hotel Selection .....	228
Index .....	238

## **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. Subcontracting**

1. "Subcontracted Revenue Flying" as used in this Agreement shall refer to transactions in which the Company contracts for another carrier and

its Flight Attendants to perform flying covered by the Scope provisions of Section B of this Article 1, other than "Wet Leases" complying with the provisions of Section E. of this Article 1 or code-sharing or marketing agreements.

2. Except for the irregular operations enumerated below, or unless compelled to solely due to circumstances over which the Company does not have control as specified in paragraph 3 below, the Company will not engage in Subcontracted Revenue Flying without the prior written agreement of the Association. "Irregular operations" shall be passenger accommodation due to flight cancellations in the normal course of business (e.g., weather, mechanical or other operational reasons), accommodations of passengers pursuant to standard industry practices (e.g., over bookings), chartered cargo requirements in excess of scheduled operations lift capabilities, and flights with chartered Equipment for the exclusive purpose of transporting parts or personnel to repair aircraft.
3. The Company may engage in Subcontracted Revenue Flying solely due to circumstances over which the Company does not have control, for a time not to exceed the duration of the circumstance beyond the Company's control or for six (6) months, whichever is less. Circumstances beyond the Company's control shall be an act of nature; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; or a substantial delay in the delivery of aircraft scheduled for delivery.

#### **G. Parallel Operations Restricted**

1. **Additional Air Carrier Operations.** The Company shall not establish any new airline or acquire a controlling interest in any carrier, whether directly or through a subsidiary, and maintain it as a separate carrier for the purpose of conducting regional air operations of the type then performed by Horizon Air Industries, Inc. A "controlling interest" for purposes of this Section means the ownership of an equity interest representing more than fifty percent (50%) of the outstanding capital stock of an entity or voting securities representing more than 50% of the total voting power of outstanding securities then entitled to vote generally in the election of such entity's board of directors or other

governing body.

2. **Transfer of Assets**

- a. The Company shall not transfer aircraft to any other air carrier or entity in which it has or obtains a controlling interest, if those aircraft are to be flown in revenue operations, whether pursuant to a joint venture, code share, marketing agreement or otherwise, by Flight Attendants not on the Horizon System Seniority List.
- b. The Company shall not transfer routes, operating authority or other assets to any other air carrier or entity, in which it has or obtains a controlling interest, for the purpose of evading the terms of this Agreement, or if an effect of the transfer, direct or indirect, is a Furlough of Flight Attendants on the Horizon System Seniority List.
- c. Nothing in paragraph a or b above is intended to preclude the Company from selling or otherwise disposing of aircraft or other assets, so long as the Company derives no continuing economic benefit from the continued operation or utilization of such aircraft or assets.

**H. 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 23 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 23 of this Agreement and/or this Section, to the extent permitted by applicable law.

**I. Information Sharing**

Subject to an appropriate confidentiality agreement, if necessary, the Company shall provide to the Association information and operational data reasonably necessary to monitor compliance with this Agreement.

**J. Card Check**

Should the Company establish any new airline or acquire an interest in any carrier and maintain it as a separate carrier, the Association will be certified by the NMB as the exclusive bargaining representative under the Railway Labor Act, as amended, of the Flight Attendants of such airline upon a showing, without an election and pursuant to the procedures of the NMB, that a majority of the Flight Attendants of such airline has authorized the Association to be their exclusive bargaining representative. The Company and the employer of such Flight attendants will remain neutral throughout the authorization process.

## ARTICLE 2

### DEFINITIONS

- A. **150% PAY** means the pay rate for certain work on a Day Off or for an extension, as 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. A Flight Attendant performing light duty is considered to be on Active Working Status.
- 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.
- G. **BID MONTH** Each calendar month shall be a bid month except for January, February, and March. January's bid month shall be from Jan. 1 through Jan. 30, February's bid month shall extend from January 31 through March 1, and March's bid month shall be from March 2 through March 31.
- H. **BLOCK HOUR**, or Block to Block, or Block Out-Block In
1. **OUT TIME** on a turboprop aircraft means the time that the last exterior door on the aircraft is closed prior to movement for the purpose of flight,

and on a jet aircraft means the time when the aircraft's brake is released prior to movement for the purpose of flight.

2. **BLOCK-OUT TIME** for pay purposes, see **OUT TIME** definition.
  3. **BLOCK-OUT TIME** for maintenance purposes and FARs, means the time an aircraft moves under its own power for the purpose of commencing flight operations.
- 
- I. **CHECK RIDE** means a planned evaluation of Flight Attendant proficiency and performance of all of her/his duties according to standards established by the Managing Director of Inflight.
  - J. **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.
  - K. **COMPANY** means Horizon Air Industries, Inc., doing business as Horizon Air.
  - L. **COMPANY SENIORITY** means total length of service as an employee of the Company as described in Article 13, Section B.
  - M. **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.
  - N. **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.F and G.
  - O. **DEADHEAD** means that portion of a Trip pairing during which a Flight Attendant, on Duty, is not scheduled as a working crewmember.
  - P. **DOMICILE** means a geographical location from which a Flight Attendant's Trip pairings originate and end.
  - Q. **DRAFT** means the involuntary assignment of a Flight Attendant to Duty on a Day Off as described in Article 6.I.8.
  - R. **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.

- S. **EXTENSION** means the assignment of additional flying that results in a Flight Attendant being released later than the end of the originally scheduled trip. Such additional flying commences after the Flight Attendant has returned to domicile after her/his scheduled flying.
- T. **FLIGHT ATTENDANT** means an employee trained and qualified in accordance with Federal Aviation Administration (FAA) regulations governing Flight Attendants, who holds an FAA certification card, and who has responsibility for certain aspects of passenger safety, comfort and welfare, and who holds a position on the Flight Attendant seniority list.
- U. **FLIGHT ATTENDANT SENIORITY** means the length of service with the Company as a Flight Attendant as described in Article 13, Section A.
- V. **GOLDEN DAY** means a day off on which the Company will not assign any duty or reserve obligation. Golden days count toward a Flight Attendant's minimum days off.
- W. **INFLIGHT TRAINER** means a qualified Flight Attendant who is designated by the Company to conduct initial training and IOE.
- X. **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.
- Y. **LOSS OF PAY** means a reduction in minimum pay guarantee for the bid month, 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.)
- Z. **MONTH** means a bid month.
- AA. **PART-TIME FLIGHT ATTENDANT** means a Flight Attendant who was credited with between 350 and 549 hours in the previous calendar year and has not, in the current year, been credited with at least 550 hours. The term is used solely for determining eligibility for certain benefits and accruals.
- BB. **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.

- C. **PERMANENT RESIDENCE** means the Flight Attendant's address on file with the Company in PeopleSoft.
- DD. **PREFERENTIAL BID SYSTEM ("PBS")** means a computer program that builds Flight Attendant bidlines by awarding pairings or reserve days according to Flight Attendant seniority and preferences.
- EE. **REGISTERED COMMUTER** means a Flight Attendant whose permanent residence is outside the metropolitan area of her/his domicile and who commutes to domicile by air and who enrolls herself/himself with the Inflight Department as a "Registered Commuter."
- FF. **REGISTERED COMMUTER CITY** means:
1. A Registered Commuter residing in a metropolitan area served by the Alaska Airlines flight schedule or airports served through Capacity Purchase Agreements (CPA) by Alaska Airlines from Horizon (QX) or Sky West (OO) must designate an airport in that metropolitan area as the "Registered Commuter City," and such designation will extend to any other such airports in the metropolitan area, if any. For example, if the Registered Commuter living in the Los Angeles, CA, metropolitan area would designate LAX as the Registered Commuter City but could commute from any AS/QX/OO city in the Los Angeles area (e.g., BUR, ONT, SNA).
  2. If the Registered Commuter lives outside of a metropolitan area as described above, she/he must designate the airport closest to her/his permanent residence or another nearby airport with greater frequency to her/his domicile that is served by the Alaska Airlines flight schedule or airports served through Capacity Purchase Agreements (CPA) by Alaska Airlines from Horizon (QX) or Sky West (OO) (e.g., a Registered Commuter living in Flagstaff, AZ, would designate PHX as the registered commuter city.
- GG. **RESERVE** means a Duty assignment as described in Article 7.
- HH. **RON** means to remain overnight at a station other than the Flight Attendant's Domicile.
- II. **SCHEDULED:** Unless stated otherwise in this Agreement, wherever the term "scheduled" appears in this Agreement, it shall be assumed to be applied when a trip is rescheduled.

- JJ. SPECIAL ASSIGNMENT** means Duty that is not part of Company regular scheduled flight operations, such as a charter or an air show.
- KK. 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.
- LL. 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.
- MM. TRIP HOUR** means an hour of Trip Time.
- NN. 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

1. 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.

Years	5/1/20	5/1/21	5/1/22	5/1/23
First 6 months	\$ 20.50	\$ 20.50	\$ 20.55	\$ 20.66
Second 6 months	\$ 20.76	\$ 20.76	\$ 20.81	\$ 20.91
Year 2	\$ 24.62	\$ 24.62	\$ 25.11	\$ 25.55
Year 3	\$ 26.38	\$ 26.38	\$ 26.90	\$ 27.37
Year 4	\$ 28.17	\$ 28.17	\$ 28.73	\$ 29.23
Year 5	\$ 29.34	\$ 29.34	\$ 29.93	\$ 30.45
Year 6	\$ 30.84	\$ 30.84	\$ 31.46	\$ 32.01
Year 7	\$ 32.02	\$ 32.02	\$ 32.66	\$ 33.23
Year 8	\$ 32.91	\$ 32.91	\$ 33.57	\$ 34.16
Year 9	\$ 33.79	\$ 33.79	\$ 34.47	\$ 35.07
Year 10	\$ 34.69	\$ 34.69	\$ 35.39	\$ 36.01
Year 11	\$ 36.17	\$ 36.17	\$ 36.89	\$ 37.54
Year 12	\$ 37.06	\$ 37.06	\$ 37.80	\$ 38.46
Year 13	\$ 37.65	\$ 37.65	\$ 38.40	\$ 39.07
Year 14	\$ 38.25	\$ 38.25	\$ 39.02	\$ 39.70
Year 15	\$ 39.13	\$ 39.13	\$ 39.92	\$ 40.62
Year 16	\$ 40.92	\$ 40.92	\$ 41.73	\$ 42.46
Year 17	\$ 41.52	\$ 41.52	\$ 42.35	\$ 43.09
Year 18	\$ 42.11	\$ 42.11	\$ 42.95	\$ 43.70
Year 19	\$ 42.69	\$ 42.69	\$ 43.54	\$ 44.30
Year 20	\$ 43.28	\$ 43.28	\$ 44.15	\$ 44.92

2. Flight Attendants with at least twenty-five (25) years of service as a Flight Attendant will be paid an additional \$1.00 per credit hour.

## **B. Minimum Guarantee Pay**

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

1. Scheduled and Mixed lines, Inflight Instructors and Trainers will have a 69.3 credit hour pay guarantee per bid month.
2. Reserve lines will have a 75 credit hour pay guarantee per bid month.
3. Reduced credit scheduled and mixed lines will have a 34.6 credit hour pay guarantee per bid month.
4. Reduced credit reserve lines will have a 37.6 credit hour guarantee per bid month.
5. 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 Mixed line holder and 4.17 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.

## **C. Credit Hour System**

1. Flight Attendants will be paid for credit hours over their guarantee on a bid-month 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 Block Time (as defined in C.2.b.(1) below), of every Trip and/or deadhead segment(s) a Flight Attendant flies.
- (2) 50% of the Duty Time.
- (3) 25% of the Trip Time (Time Away from Base).
- (4) 4:00 hours for any Trip that begins and ends in one Duty period.
- (5) For multi-day trips, an average of 4:00 hours per duty period.

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

- (1) Block Time: The greater of Scheduled Block Time or Actual Block Time.
- (2) Actual Block Time: Actual Block Time is measured from the Out Time to the In Time for a flight segment with no averaging or modification.
- (3) Scheduled Block Time: Scheduled Block Time is determined by using the average of Actual Block Times for a flight segment by type of equipment. All averages will be rounded to the nearest minute.
  - (a) Scheduled Block Times shall be determined in accordance with (i) through (iii), below.
    - (i) Scheduled block times shall be reviewed by a Joint Company/Flight Crew 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 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 Block time.

(iii) 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.

(b) Flights on routes where no established Scheduled Block 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 time.

(c) 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

- (4) 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.
- (5) 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.

c. 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 Mixed and Reserve Line Holder. A Mixed Line Holder shall receive the greater of 3.67 hours or the credit hours applicable to Duty performed for each Reserve day. A Reserve lineholder will be paid pursuant to Article 7.

Example: A Flight Attendant with a mixed 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 4.50 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 4.50 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 4.50 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 4.50 credit hours or the number of credit hours equal to her/his actual Block Hours flown.
- (6) Reserve Show/No Go Credit. 3.0 credit hours. See Article 7.G.5
- (7) Credit for Scheduled Line holder (when rescheduled to stand Reserve and no further Trip assignment) 3.85 credit hours. See Article 6.F (Crew Scheduling), Rescheduling.
- (8) Vacation - See Article 11
- (9) Sick Leave - See Article 9
- (10) Training - See Article 8

#### **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 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-half (4.50) credit hours for each training or preparation day.

2. Instructors and Trainers shall receive the following additional compensation:

	<u>Add-on for actual IOE/Check Ride Block Hours, Classroom Instruction or in-office preparation days performed are as follows:</u>
a. <u>Trainer</u>	<u>\$16.00 per Block Hour*, or \$60.00 per day**</u>
b. <u>Instructor</u>	<u>\$16.00 per Block Hour*, or \$60.00 per day**</u>
	<u>*Hourly add on for the actual IOE or Check Ride Block Hour(s)</u>

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

4. The above "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.

**E. Pay For Working On a Day Off and for Extensions**

(Drafting, Open Trip, Extensions 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. Premium Pay

- a. A Flight Attendant will be paid above guarantee for 150% of the credit hours earned on a Day Off or when extended in the following cases:

- (1) A Reserve assigned a Trip that continues into a scheduled Day Off.
- (2) A Flight Attendant who is rescheduled into a Day Off.
- (3) A Flight Attendant who is Drafted.
- (4) A Flight Attendant who is extended pursuant to Article 6.H. The extension will be considered a new trip for pay and credit purposes.

- b. A Flight Attendant will be paid above guarantee for 150% of the credit hours earned on a Day Off in the following cases:

- (1) A Flight Attendant who picks up an Open time Trip if posted as a "150% Trip."
- (2) A Flight Attendant who has picked up a Trip from Open Time before another trip(s) covering the exact same calendar day(s) is offered at 150% pay will receive 150% pay for that trip. (See Article 6.I.4).

(3) A Flight Attendant who performs an "On-call Assignment" per Article 6, Section 1.9.

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 (but not extended) 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, Minimum Average 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. New Year's Day
2. Memorial Day
3. Veteran's Day
4. Thanksgiving Day
5. Christmas 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. 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. Flight Attendants will be paid and credited one (1) hour each time they are sent for testing.

## H. Reserve Flying Over 85 Credit Hours

A Flight Attendant who is credited with more than 85 credit hours as a Reserve during a bid month will receive 150% pay for all such credit hours over 85.

## I. Holding Pay

A flight attendant will be paid \$15.00 per hour pro rata by minute as holding pay, for all unscheduled ground time over 30 minutes when passengers are onboard. Holding pay will not be paid for any time considered block time under Article 2.H and Article 3.C.2.b, above. Holding pay will be paid above the trip value and above guarantee.

## J. Pre-Boarding Flights

### 1. Lineholders

- a. During a duty period, a lineholder (or a reserve or mixed lineholder who has picked up, volunteered, or been drafted into a trip) can be requested, but not required, to preboard a flight to which she/he is not assigned as working crew or as a deadhead crew member. The request will not be made if an airport standby reserve is available to board the flight.
- b. If needed, based on the circumstances, a Flight Attendant who pre-boards a flight may take additional time before her/his next scheduled working or deadhead flight to meet food and break needs.
- c. The pre-boarding will not extend beyond scheduled release time on the last day of the Flight Attendant's trip.
- d. The Flight Attendant will not be rescheduled to work the pre-boarded flight on the last day of her/his trip.
- e. For each such pre-boarding, the Flight Attendant will be paid and credited one-half hour (00:30), above guarantee and in addition to the final credit value of the trip.

### 2. Reserves

A Flight Attendant (including a mixed lineholder on a reserve day or any flight attendant who has picked up or traded into a reserve day) may be



required to pre-board a flight if no airport standby reserve is available. Pre-boarding must fit within the reserve's legal duty limits. If needed, based on the circumstances, a reserve who pre-boards a flight may take additional time before her/his next scheduled working or deadhead flight to meet food and break needs. There is no additional compensation for reserves who pre-board flights.

## I. 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 twice per calendar month (5<sup>th</sup> and 20<sup>th</sup>) with both checks covering equal advances against the minimum bid period guarantee and the second monthly check (on the 20<sup>th</sup>) including all adjustments from the previous bid month, including 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, Uniform Cleaning Allowance and Per Diem.
  - a. For full-time line holders, the Company will make direct deposit or issue paychecks twice per calendar month for 34.65 hours of guarantee pay unless there is a proration as described in Minimum Guarantee Pay above, or a reduction as described below. A Reduced Credit lineholder's guarantee pay will be calculated on the basis of 17.3 hours per semi-monthly period.
    - (1) If the Flight Attendant's Projected Credit Hours for the bid period to which that semi-monthly check relates are less than the contractual Minimum Guarantee, as specified in paragraph B.1, 2 & 3 **and 4** above, as of the last day of the semi-monthly pay period, the semi-monthly 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.1-4 above, prior to the end of a subsequent semi-monthly pay period, the semi-monthly 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 also make direct deposit or issue paychecks for Additional Credit Hour System Pay, Pay for Working on a Day Off and Per Diem, less any reductions in Minimum Guarantee pay, on the second semi-monthly check 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 or weekend, 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 month to the following bid month 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, Minimum Average or Trip).

2. New Hire Flight Attendants shall be paid the greater of their credit hours or a minimum guarantee of 16.4 credit hours per week, prorated, until the beginning of the bid month following successful completion of IOE.

3. When a Flight Attendant is entitled to longevity increase, her/his

Minimum Guarantee Pay for the pay period that includes the increase date will be increased for the percentage of the pay period that begins on the increase date and ends on the last day of the pay period. All pay for that bid month paid after that pay period (Minimum Guarantee Pay, Additional Credit Hour Pay, and Pay for Working of a Day Off) shall be paid at the increased rate.

4. Light Duty Chart

a. Light Duty Pay is paid at the clock-hour rates stated in the table below. In no event will a Flight Attendant receive less than the highest minimum wage for any of the states in which the Company maintains a Flight Attendant domicile when working light duty. Flight Attendants working light duty may remain eligible for temporary partial disability benefits in accordance with the applicable state law.

b. Clock-Hour Rates

Year	5/1/20	5/1/21	5/1/22	5/1/23
1 <sup>st</sup> 6 mos	\$ 8.20	\$ 8.20	\$ 8.22	\$ 8.26
2 <sup>nd</sup> 6 mos	\$ 8.30	\$ 8.30	\$ 8.32	\$ 8.36
2	\$ 9.84	\$ 9.84	\$ 10.04	\$ 10.21
3	\$ 10.55	\$ 10.55	\$ 10.76	\$ 10.94
4	\$ 11.26	\$ 11.26	\$ 11.49	\$ 11.69
5	\$ 11.73	\$ 11.73	\$ 11.97	\$ 12.17
6	\$ 12.33	\$ 12.33	\$ 12.58	\$ 12.80
7	\$ 12.80	\$ 12.80	\$ 13.06	\$ 13.29
8	\$ 13.16	\$ 13.16	\$ 13.42	\$ 13.66
9	\$ 13.51	\$ 13.51	\$ 13.78	\$ 14.02
10	\$ 13.87	\$ 13.87	\$ 14.15	\$ 14.40
11	\$ 14.46	\$ 14.46	\$ 14.75	\$ 15.01
12	\$ 14.82	\$ 14.82	\$ 15.11	\$ 15.38
13	\$ 15.05	\$ 15.05	\$ 15.35	\$ 15.62
14	\$ 15.29	\$ 15.29	\$ 15.60	\$ 15.87
15	\$ 15.65	\$ 15.65	\$ 15.96	\$ 16.24
16	\$ 16.36	\$ 16.36	\$ 16.69	\$ 16.98
17	\$ 16.60	\$ 16.60	\$ 16.93	\$ 17.23
18	\$ 16.84	\$ 16.84	\$ 17.17	\$ 17.47

19	\$ 17.07	\$ 17.07	\$ 17.41	\$ 17.71
20	\$ 17.30	\$ 17.30	\$ 17.65	\$ 17.96

Minimum hourly wage as of May 1, 2020:

Idaho: \$7.25

Oregon Portland Metro: \$12.50

Oregon Medford: \$11.25

Washington: \$13.50

## ARTICLE 4

### DUTY-TIME EXPENSES

#### A. Lodging

##### 1. Overnight/CDO Lodging

a A Flight Attendant will be provided a single-occupancy, non-smoking 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, or on any CDO, unless it is known at the time of arrival that the actual time of layover will be two hours or less.

b The Company will list all known hotel accommodations in PBS when bids open. If a hotel becomes known during the bidding process, the Company will send an email to notify the Flight Attendants prior to bid closure.

##### 2. Day Rooms

a A Flight Attendant with scheduled ground time that exceeds four (4) hours will receive a day room (double occupancy for crew members of the same sex). The hotel will be listed in the pairing packet.

b In the case of a rolling delay, a day room will be provided when the Company reasonably believes that the daytime layover will exceed four (4) hours. "Reasonably" shall be considered in light of the knowledge of Crew Scheduling and the SOC at the beginning of and during the layover. If at any time during the delay it becomes reasonably clear that the layover will exceed four (4) hours, or if at any time during the delay the pilots assigned to the trip receive a dayroom, the Flight Attendants will receive day rooms.

3 The selection of layover hotels will be governed by Sideletter 7.

4 Flight Attendants will not be lodged in accommodations less suitable than those provided to the Company's pilots.

## 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. Such transportation will be by hotel van or Company-provided crew car; however, if no such transportation is available within twenty-five (25) 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

1. Consistent with such regulations as may be set forth by the applicable airport authority, the Company will directly 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. 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.

2. Alternatively, a Flight Attendant may decline Company-provided parking and instead receive a flat-rate allowance of \$36.00 per month regardless of domicile and regardless of whether she/he is a register commuter.

a. The allowance will be included in her/his paycheck and will be paid as taxable income.

b. The Company will provide Flight Attendants with an opportunity to elect to receive or decline Company-provided parking on January 1 of each year; new-hire Flight Attendants and those who transfer between domiciles will make their election at the time of domicile assignment.

## D. In-Flight Meals

1 Working Flight Attendants may consume a perishable 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. Consumption shall be discreet and as out of the sight of passengers as practicable. Flight Attendants may take one non-premium/First Class 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. Alcohol may not 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. Working E175 Flight Attendants may eat any leftover fresh meals at no charge, but such meals must be consumed on the aircraft and as out of sight of passengers as practicable.
  - a. Fresh meals are considered leftover when they are not sold after being heated and offered during the first and second beverage services.
  - b. Unheated fresh items are considered leftover after the first and second beverage services on turn flights returning to a kitchen.

#### **E. Per Diem**

A Flight Attendant will be paid Per Diem at the following rate per Trip Hour for assignments away from Domicile:

1. May 1, 2020: \$2.10
2. May 1, 2021: \$2.25

#### **F. Reimbursement for Passport Renewals, Inoculations, Visas and Photos**

1. The Company shall reimburse any U.S. citizen Flight Attendant for the renewal of her/his passport (including photographs), on a non-expedited basis, if such passport is required by a foreign country where the Company has scheduled operations. The Company is not required to reimburse the fee for a name change on a passport.
  - a. If a Flight Attendant who has submitted her/his passport more than 30 days prior to its expiration, has international flying, she/he will be rescheduled to a domestic Trip pursuant to Article 6.F, no more than 24 hours before check-in for the original trip. If no flying is available for the Flight Attendant,

she/he will be given the days off with no loss of pay.

- b. If a Flight Attendant has not initiated the renewal process at least thirty (30) days prior to the passport expiration date, the Flight Attendant will be rescheduled to a domestic trip domestic pursuant to Article 6.F, no more than 24 hours before check-in or will be given the day(s) off without pay.
  - c. A Flight Attendant who must submit her passport for a name change will fall under the provisions of Paragraph F.1.a, above. She/he must inform the Company when she/he submits the passport, and will not be covered by this Section until she/he does so.
2. The Company shall reimburse any U.S. citizen Flight Attendant for visas, (including photographs, if required) and inoculation(s) she/he obtains because the bidlines may require her/him to fly to a foreign country where a visa or inoculation(s) are required or because she/he is given a special assignment to such a foreign country.



## ARTICLE 5

### HOURS OF SERVICE

#### A. Scheduling Limitations

The following provisions shall apply in the award of the Flight Attendant Bidlines.

1. Rest Periods
  - a. At her/his Base, a Flight Attendant will be scheduled with a minimum of ten (10) hours of rest between Duty periods (from release time until next report time).
  - b. When away from Base, a Flight Attendant will be scheduled with a minimum of ten (10) hours of rest between Duty periods (from release time until next report time).
2. Duty Time Limitations
  - a. A Flight Attendant will not be scheduled for a Trip that contains a Duty Period in excess of twelve (12) hours, including all Deadheads and requirements outlined in Article 5.F. This provision also applies to any rescheduling occurring prior to the Flight Attendant reporting for duty check-in for any duty period of the trip.
  - b. A Duty Period will be scheduled to contain a maximum of six (6) legs, no more than five (5) of which will be working legs.
  - c. A duty period will not contain more than nine (9) hours of Block Time.
  - d. 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 7.I.

3. Flight Time Maximums

- a. No more than 30 Block Hours shall be scheduled in a 7-day period. The Flight Attendant may waive this provision at any time, including during PBS, but if she/he does so, it is considered a waiver for the entire bid month for all purposes.
- b. Scheduled Bidline credit Hours in a bid month shall not exceed ninety-one (91).
- c. A mixed line, when awarded shall not exceed ninety-one (91) credit hours. Solely for the purpose of determining whether a Mixed Bidline would exceed the ninety-one (91) hour maximum, every day of Reserve assignment shall be deemed to have a value of 3.67 credit Hours.
- d. Reduced Credit Bidlines. Reduced Credit Bidline credit Hours in a bid month shall not exceed 45.5.

4. Days Off

- a. Scheduled Bidlines shall contain a minimum of 12 calendar Days Off in a thirty-day bid month (13 in a 31-day bid month).
- b. Mixed Bidlines shall contain a minimum of 12 calendar Days Off in a bid month (13 in a 31-day bid month).
- c. Reserve Bidlines shall contain a minimum of 12 calendar Days Off in a 30-day bid month (13 in a 31-day bid month), including at least one block of 4 consecutive Days Off. A Reserve block cannot exceed five (5) consecutive calendar days, except during bid transition, when it will not exceed six (6) calendar days. The Flight Attendant may waive this provision.
- d. Reduced Credit Scheduled, Mixed and Reserve Bidlines shall contain a minimum of 21 calendar Days Off in bid month (22 in a 31-day bid month).
- e. 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.

- f. Within any 7-day period there shall be scheduled at least one calendar Day Off in domicile, free of any duty. Flight Attendants may waive down to the FAR minimum.
- g. Golden Days
- (1) Each Flight Attendant will receive eight (8) golden days per calendar year on January 1. Golden days will not accrue or carry over to the following year. The Company will constructively advance Golden Days to be used in January or February. Such days will be debited from the bank for the year in which they are used.
  - (2) Golden Days must be requested by 1200 noon PT by the 26<sup>th</sup> day of the bid month that is two months before the start of the bid month for which the Golden Day is being requested (*i.e.* April 26 for the June bid month).
  - (3) Golden days will have no credit value.
  - (4) Golden days may not be used on the day before, day of, or day after paid holidays (New Year's Day, Memorial Day, Veteran's Day, Thanksgiving Day or Christmas Day).
  - (5) Golden days must be used in two (2), three (3) or four (4) day blocks. No more than four golden days may be used in a bid month.
  - (6) No more than 15% of Flight Attendants in Active Working Status in a domicile may have a Golden Day on the same day.
  - (7) After any requests to use PDOs per Article 9.C have been awarded (up to the maximum allowed), Golden Days will be awarded by seniority among those Flight Attendants requesting them. The awards will be made in two phases:
    - (a) First, in domicile seniority order among those Flight Attendants with vacation in

the following bid month, but only with respect to days immediately adjacent to their vacation. *E.g.*, a Flight Attendant with vacation from June 7-13 may exercise such "super-seniority" only with respect to the two, three or four (4) day(s) immediately preceding or following June 7 or 13, *i.e.*, June 3-6, June 4-6, June 5-6, June 14-15, June 14-16 or June 14-17.

(b) Second, in domicile seniority order among Flight Attendants who do not have vacation in the upcoming bid month, and Flight Attendants who do have vacation in the upcoming bid month but are requesting days not immediately adjacent to their vacation days.

(8) No company assignments shall be made on an awarded Golden Day. However, after the final bid award, Flight Attendants may pick up flying or other duty on Golden Days.

(9) Golden Days may not be used to remove pre-assigned duties, *e.g.* recurrent training.

(10) The Company will use its best efforts to ensure that a Flight Attendant is returned to domicile in time to commence her/his golden day. If a Flight Attendant is worked (due to weather, maintenance or ATC) into a Golden Day, the unused golden day will be returned to her/his bank. It is understood that if the worked Golden Day is near the end of the calendar year, it may be necessary for the Flight Attendant's Golden Day to be restored in the following year. A restored golden day will be in addition to the number of Golden Days allowed by Paragraph 7.

5. Miscellaneous

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 Trip after 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. The Flight Attendant will be released from duty at or before fourteen (14) hours except that a Duty Period may be rescheduled up to sixteen (16) hours only to accommodate a deadhead to a place of rest.
2. Notwithstanding Paragraph 1, above, at her/his option, a Flight Attendant may exceed fourteen (14) hours by agreeing to work (not deadhead) a flight(s) on the last day of their her/his scheduled or rescheduled trip. However, such flying may not exceed sixteen (16) hours, and the Flight Attendant will be paid two (2) times her/his hourly rate as measured from break release (E175/jet) & door closure (Q 400/turboprop) for any working leg(s) that includes any time over fourteen (14) hours to block in. This will be paid above guarantee and in addition to the credit value of the trip as calculated per the applicable driver.
3. 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 Flight Attendants will apply to Flight Attendants, provided that a Flight Attendant's actual duty period will not exceed fourteen (14) hours except as provided in Paragraph B, above.

## **D. Rest Periods**

1. A Flight Attendant will be scheduled for, and will actually receive, a rest period of at least ten (10) hours at domicile. If the Flight Attendant was originally scheduled to RON away from domicile, the Company will provide a hotel at domicile upon request.
2. A Flight Attendant will be scheduled for, and will actually receive, a rest period of at least ten (10) hours away from domicile, with at least eight

(8) hours at the layover hotel.

3. A single telephone contact initiated by the Company may not constitute an interruption of such prospective rest period.
4. Any number of telephone contacts initiated by the Flight Attendant does not constitute an interruption of her/his prospective rest period unless such contact is required by the Company.
5. Crew Scheduling may extend a Flight Attendant's prospective rest period provided that the Flight Attendant remains free from work or the present responsibility for work should the occasion arise. It is the Flight Attendant's responsibility to remain in a state of rest during a prospective rest period.

## **E. Report Time**

### **1. Lineholders**

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.

- a. 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.
- b. 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 F. below.

### **2. Reserves**

- a. A home reserve's scheduled report time shall be no less than two (2) hours from call. When a Flight Attendant is delayed in

transit, she/he will attempt to advise Crew Scheduling by cell phone or other means.

- b. A home reserve need not be contactable by crew scheduling during the two--hour period before check-in.
- c. To ensure clarity of duties after she/he has checked in at domicile the home reserve will ensure that she/he is current on all inflight must-read files and other critical crew room functions as required by Inflight.
- d. A home reserve will proceed to her/his assigned aircraft after she/he has accomplished the must-read required work and critical crew room requirements. If contacted by Crew Scheduling for an estimated report time to the aircraft, the home reserve will give her/his best estimate and make every effort to ensure she/he reports to the aircraft within the estimated time window provided to Crew Scheduling.

#### **F. 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.

#### **G. 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, but in no event less than one hour prior to check-in.
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. The Company will consider 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. 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.
3. For each bid month the Company will ensure that there is a Bidline for each Flight Attendant who it anticipates will be working during the bid month.
4. 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.
5. The Schedule Provisions of Article 5 shall be adhered to in the award of Bidlines for each bid period.
6. 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.
7. 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.

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 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 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. Upon request of the Association, and subject to flying requirements, the Crew Planning Liaison or designee will be removed as needed from her/his schedule for training and to work on the pairings with no loss of pay. When known in advance, requested Days Off will appear as a planned absence in the PBS.
  - h. If the Company updates/revises the pairing construction software or vendor, and provides training to Crew Planning, it will likewise provide such training to the Crew Planning Liaison or her/his designee. The Company will cover the costs of such training, including flight pay loss, course costs and travel expenses.
  - i. The Association may send the Crew Planning Liaison or designee to any meeting regarding any changes made to computer programming used by Flight Attendants that affect scheduling, e.g., vacation bidding.
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 Pairing Package**

- 1. Pairing packages will contain:
  - a. All awarded vacation time for that bid period.
  - b. RON information, including hotels, ground transportation, etc.

- c. All available pairings with the Trip key, including flight times, duty times, report times, release times, and credit values, as applicable.
  - d. The anticipated number of bid lines and reserve lines (and mixed lines, if applicable) that will be awarded in that domicile, the line average for the bid month in the domicile, the minimum and maximum credit hours a line can be built to in the domicile, and the training dates.
2. Scheduled lines will contain:
- a. A planned sequence of Trips with intervening Days Off, arranged in a schedule for the bid month.
  - b. No Reserve Duty.
  - c. Days Off at Domicile.
  - d. A minimum of 69.3 credit hours
  - e. A maximum number of credit hours equal to the high end of the credit window, or 91 credit hours, whichever is less.
  - 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. A Flight Attendant may waive this provision.
  - h. Continuous Duty Overnights (CDOs)
    - (1) A Flight Attendant will be scheduled for no more than four (4) day–three (3) night consecutive CDOs. A Flight Attendant may waive this provision.
    - (2) A CDO Trip may be scheduled for up to four (4) total legs, including Deadheads; so long as no more than two (2) legs shall be outbound from a

Flight Attendant's Domicile or inbound to the Flight Attendant's Domicile. One of each respective outbound and inbound legs shall not exceed 30 minutes of scheduled Block.

- (3) CDO Trips will terminate and the Flight Attendant will be released upon first arrival at the Domicile.
- (4) The CDO will have a scheduled nap opportunity of no less than four (4) hours in a hotel. The actual time in the hotel will not be fewer than two hours.
- (5) No Flight Attendant will be scheduled or Rescheduled by the Company for any Duty for at least thirty (30) hours following the completion of a CDO Trip unless the Duty is another CDO. The Flight Attendant may adjust her/his own scheduled to allow flying at least ten (10) hours following the completion of the CDO.

3. Mixed lines

- a. Mixed lines shall contain Trips, Reserve days, and scheduled Days Off at Domicile.
- b. A minimum of 69.3 credit hours.
- c. A maximum number of credit hours equal to the high end of the credit window, or 91 credit hours, whichever is less.

4. Reserve lines will contain blocks of reserve days, with the classification of reserve (AM/PM) for each block, and days off. Flight Attendants will bid on days off and on reserve classification (AM/PM).

5. All waivable rules (e.g., minimum days off) may be waived down to the applicable FAR by the Flight Attendant at any time, including the line-building process.

**D. Bidding and Awarding of Schedules**

1. Training Bids

- a. No later than the 24<sup>th</sup> day of the bid month that is two months prior to the bid month (e.g., April 24 for the June bid month), the Company will publish the names of all Flight Attendants who will be in their early, base or grace month for recurrent training during the upcoming bid month.
- b. The training bid will open at 1200 Pacific time on the 26<sup>th</sup> day of the bid month that is two months prior to the bid month in which training will take place and will close at 1200 Pacific time on the 30<sup>th</sup> day of the bid month that is two months prior to the bid month in which the training will take place.
- c. Training dates will be awarded in seniority order no later than 0900 Pacific time on the 30<sup>th</sup> day of the bid month that is two months prior to the bid period month. Flight Attendants who fail to bid will be assigned training dates in their base or grace month, and may be assigned training in their early month. Training dates will then be added to the Flight Attendant's roster as a planned absence.

2. Preferential Bid System (PBS)

- a. Flight Attendants bidlines will be built using a PBS program. Provision for alternate bidding will be made available to Flight Attendants in the event of a system failure.
- b. The Company and the Association shall mutually agree on the PBS vendor. Neither party may change the vendor without the prior written consent of the other party.
- c. The Company and the Association will mutually agree on all PBS algorithms, process changes and logic changes. Any future changes to the algorithm or parameters must be mutually agreed upon.
- d. No part of the PBS software or equipment shall be substituted, altered or modified without the prior written consent of the Association.

3. The Joint PBS Committee, consisting of two Association members and two Company members will serve as the PBS Administrator. The Committee will mutually determine any necessary controls, constraints or options. The Company will determine the line average for each

domicile. The Company will ensure trip drops and will cover flight pay loss and hotel expenses for the Association members.

4. Pairing packages will be made available electronically, through the Internet, to all Flight Attendants at or before 0900 hours, on the 2<sup>nd</sup> day of the bid month prior to the start of the affected bid month. Along with the Trip Pairings Flight Attendants shall also be provided with the date bids will close and the date the final bid awards will be published.
5. Carry-in trips, planned absences and other events that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new bid period. For the purposes of calculating the credit value of a carry-in or carry-out trip in the bid month for which the line is built, the following calculations will apply:
  - a. For block-driven trips: The amount of block on the calendar day.
  - b. For duty-driven trips: 50% of the duty hours on the calendar day.
  - c. For TAFB-driven trips: The total credit value of the trip divided by the number of duty periods of the trip will be the credit assigned to each calendar day of the trip.
  - d. For four-credit average minimum-driven trips: four credits per duty period.
6. Bids must be recorded through the PBS program. Terminals for such bidding will be available at the Domiciles. The PBS program may also be accessed through the Internet. The Company is not required to supply Flight Attendants with personal computers or internet access away from work.
7. In the event of a major, previously unknown airline schedule change that occurs after the pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate. Other changes will be placed into the PBS as they occur during the bidding period; notification of such change will be provided to all Flight Attendants.
8. A Flight Attendant must submit her/his bid by 0900 hours on the 8<sup>th</sup> day of the month prior to the bid month in order to ensure it is considered).

The system will allow a Flight Attendant to revise her/his bid. PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant. The last bid submitted will be honored.

9. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his default bid. A default bid may be submitted at any time by a Flight Attendant and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given bid period. If no default bid exists, the Flight Attendant will be assigned a scheduled or reserve line, based on what the system has available to assign at her/his seniority.
10. No trip adds, drops or trades involving the last six (6) days of the current bid period will be allowed between the time that bids close and the end of the preliminary bid award. If technologically feasible, this time period will be shortened and/or eliminated.
11. Bids will be awarded by seniority and bid preferences order of the eligible bidders, in accordance with the PBS program. In cases where a Flight Attendant is denied a bid preference to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
12. Preliminary bid awards will be posted electronically as soon as they are ready for posting by Crew Planning but no later than 1200 on the 11<sup>th</sup> day of the month prior to the bid month.
  - a. An individual Report will be made available to each Flight Attendant each bid that reconciles the Flight Attendant's bid to her/his awarded schedule on a preference by preference basis.
  - b. Any Flight Attendant who has an inquiry or believes that she/he may have a mis-award on her/his line will have 24 hours in which to file a bid protest with the Joint PBS Committee. The Joint PBS Committee shall promptly review any inquiry submitted. If a programming or system error occurred, the Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.



13. Where there is a programming error that affects substantial numbers of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.
14. SAP (see Section D.19, below) will open at 1800 hrs on the 12<sup>th</sup> of the month prior to the bid month and will close at 1800 hours on the 14<sup>th</sup> of the month prior to the bid month.
15. Final bid awards for all Flight Attendants will be published and made available to Flight Attendants electronically no later than 1700 hrs on the 16<sup>th</sup> of the month prior to the bid month.
16. The bidding calendar for the following bid period, including training bidding and opening and closing dates and times for PBS and SAP will be included with the final bid award.
17. Lines Built with PBS
  - a. Lines shall be constructed preferentially, in order of seniority and the PBS program, one Flight Attendant at a time. Each Flight Attendant will hold as many trips or reserve days available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those trips or reserve days do not conflict with any known absences.
  - b. The following procedures will precede line construction:
    - (1) All known flying, including charters, shall be placed in the PBS for bid.
    - (2) The company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters according to the schedule below:
 

(a) Training	4.5 credits per day of recurrent training, other training and/or for travel to/from training
(b) Vacation	2.43 credits per day
(c) Leaves	2.30 credits per day
(d) Admin Day	4.50 credits per day

- (e) Jury Duty 4.50 credits per day
- (f) Union Business 4.50 credit hours per day

Pay may not be the same as the credits used for line-building purposes.

c. Criteria for Lines

(1) Scheduled bidlines shall be composed entirely of published Trips with a credit value that falls within the credit window established for that bid month.

(a) A scheduled bidline will not have any reserve availability periods and will not contain any out-of-domicile Trips

(b) Credit windows

(1) The normal credit window for a bid month will be calculated based on the anticipated line average for the applicable domicile. The low end of the normal credit window will be ten (10) credits below the anticipated line average (but in no case less than the bid period guarantee (*i.e.* 69.3 credits). The high end of the normal credit window will be ten (10) credits above the anticipated line average (but in no case more than 91 credits). For reduced credit lines, the low end of the normal credit window will be five (5) credits below one-half of the anticipated line average, (but in no case less than 34.6 credits) and the high end of the normal credit window will be five (5) credits above half the anticipated line average

(but in no case more than 45.5 credits).

(2) For purposes of bidding minimum or maximum credit lines:

- a. The minimum credit window will be 69.3-76.0 (69:18-76:00) with a threshold of 69.3 (69:18). For reduced credit lines, it will be 34.6-38.0 (34:36-38:00) with a threshold of 34.6 (34:36).
- b. The maximum credit window will be 76.0-91.0 (76:00-91:00) with a threshold of 83.5 (83:30). For reduced credit lines, it will be 38.0 -45.5 (38:00-45:30) with a threshold of 41.75 (41:45).
- c. Minimum and maximum credits are line preferences (See Article 6.D.18.f.10 ("credit range"). No Flight Attendant will be assigned a minimum or maximum credit line that she/he did not preference.

(3) The maximum threshold will be the center point of the credit window. It can be adjusted upward only in if the percentage of uncovered flying (measured in credit hours) exceeds 5% of the flying available for bid in the domicile, and only with the agreement of the PBS Committee pursuant to Article 6.D.3, above.

FULL TIME CREDIT WINDOWS (Note: ALA = Anticipated Line Average)

ALA	Normal (Max Threshold)	Minimum	Maximum (Max Threshold)
70	69:18 – 80:00 (74:39)	69:18 – 76:00	76:00 – 91:00 (83:30)
71	69:18 – 81:00 (75:09)	69:18 – 76:00	76:00 – 91:00 (83:30)
72	69:18 – 82:00 (75:39)	69:18 – 76:00	76:00 – 91:00 (83:30)
73	69:18 – 83:00 (76:09)	69:18 – 76:00	76:00 – 91:00 (83:30)
74	69:18 – 84:00 (76:39)	69:18 – 76:00	76:00 – 91:00 (83:30)
75	69:18 – 85:00 (77:09)	69:18 – 76:00	76:00 – 91:00 (83:30)
76	69:18 – 86:00 (77:39)	69:18 – 76:00	76:00 – 91:00 (83:30)
77	69:18 – 87:00 (78:09)	69:18 – 76:00	76:00 – 91:00 (83:30)
78	69:18 – 88:00 (78:39)	69:18 – 76:00	76:00 – 91:00 (83:30)
79	69:18 – 89:00 (79:09)	69:18 – 76:00	76:00 – 91:00 (83:30)

REDUCED-CREDIT CREDIT WINDOWS

ALA	Normal (Max Threshold)	Minimum	Maximum (Max Threshold)
35	34:36 – 40:00 (37:18)	34:36 – 38:00	38:00 – 45:30 (41:45)
35.5	34:36 – 40:30 (37:33)	34:36 – 38:00	38:00 – 45:30 (41:45)
36	34:36 – 41:00 (37:48)	34:36 – 38:00	38:00 – 45:30 (41:45)
36.5	34:36 – 41:30 (38:03)	34:36 – 38:00	38:00 – 45:30 (41:45)
37	34:36 – 42:00 (38:18)	34:36 – 38:00	38:00 – 45:30 (41:45)
37.5	34:36 – 42:30 (38:33)	34:36 – 38:00	38:00 – 45:30 (41:45)
38	34:36 – 43:00 (38:48)	34:36 – 38:00	38:00 – 45:30 (41:45)
38.5	34:36 – 43:30 (39:03)	34:36 – 38:00	38:00 – 45:30 (41:45)
39	34:36 – 44:00 (39:18)	34:36 – 38:00	38:00 – 45:30 (41:45)
39.5	34:36 – 44:30 (39:33)	34:36 – 38:00	38:00 – 45:30 (41:45)

- (2) A reserve bidline will contain only blocks of reserve availability periods and days off. It may contain AM home or PM home-reserve availability periods.
- (3) All contractual limitations on the construction of bid lines shall remain in effect. The Flight Attendant may waive contractual limitations during the line-building process and/or at any time thereafter.

18. Bid Line Options/Preferences: Types of bid requests:
- a. Line Preferences: A bid request that sets overall guidelines for the bidder's schedule
  - b. Prefer Off: A bid request used to request dates or days off during the bid period
  - c. Avoid: A bid request used to define unwanted trips or trip criteria
  - d. Award: A bid request used to define preferences for work
  - e. Instruction: A bid request that provides special instructions to change or remove prior restrictions when processing your bid
  - f. Specific preferences that will be available to Flight Attendants (the terminology in the PBS may differ):

#### Line Preferences

- (1) Prefer Off
- (2) Commute
- (3) Avoid Single Day Off
- (4) Show All Trips
- (5) Max Days On
- (6) Min Days Off
- (7) Consecutive Days Off
- (8) Credit Range
- (9) Fly With
- (10) No Fly With

#### Trip Preferences

- (11) Award/Avoid Trips
- (12) Specific Pairings (by number)
- (13) Trip Length
- (14) Layover Times
- (15) Return Times
- (16) Time Away from Base
- (17) Back to Back
- (18) Average Duty Period Credit
- (19) Total Trip Credit
- (20) Flight Time Ratio

- (21) Deadheading
- (22) Trip Day of Week
- (23) Trip Date of Month
- (24) Destinations (Airports)
- (25) Duty Periods
- (26) Carry Over Trips
- (27) Duty Hours Limitation
- (28) Layover Hours
- (29) Ground Time Less Than (Sit Time)
- (30) Maximum Legs per Duty Period
- (31) Aircraft Type
- (32) Departing Flight (numbers)
- (33) Returning Flight (numbers)
- (34) Layover

- g. Preferences/avoidances can be conditioned on other preferences/avoidances.
- h. Reserve preferences (days off are always accorded the highest preference):
  - (1) AM home
  - (2) PM home
  - (3) Days on and off
  - (4) Length of block
  - (5) Carry-over block
- i. Other preferences may be mutually agreed upon prior to PBS implementation. Up to two additional preferences may be added each calendar year.

19. Schedule Adjustment Period (SAP)

a. General

- (1) The purpose of SAP is to allow a scheduled lineholder, within stated restrictions, to modify her/his preliminary bidline for the purpose of obtaining a more satisfactory schedule. The final

schedule must meet all contractual (unless waived) and FAR requirements.

- (2) The Association may withhold up to three percent (3%) of scheduled credit hours from the initial bid line construction for the purpose of facilitating SAP.
- (3) The following restrictions apply to SAP modifications:
  - (a) A Flight Attendant's line value may not fall below her/his minimum bid month guarantee, or more than five (5) credits below her/his preliminary line value, whichever is greater, after completion of any transaction or set of transactions.
  - (b) A scheduled lineholder may add, drop or trade trips or Reserve Availability Periods.
- (4) A Reduced Credit lineholder may participate in SAP, but only to the extent that any modifications to her/his schedule do not result in more than nine (9) duty periods on the resultant line.
- (5) A Flight Attendant may only pick up or trade for a Trip(s) that begin and end in her/his domicile, or for Reserve Availability Periods in her/his domicile.
- (6) A Flight Attendant's schedule may not be modified so as to create a conflict.
- (7) A Flight Attendant may not pick-up or trade for a Trip Paring(s) or Reserve block(s) that operates during or overlaps a vacation period during the SAP process.
- (8) SAP Blackout Dates are New Year's Day, Memorial Day, Veteran's Day, Thanksgiving Day and Christmas Day. A Flight Attendant may not drop a trip on these days, although she/he may trade a trip if she/he was originally scheduled to work on the

blackout day, provided that the new trip also operates on the blackout day.

- (9) During SAP, any transaction with Open Time must be wholly within the new month (i.e, transition trips may not be traded). Trades/give-aways between flight attendants that involve trips operating on any of the last six days of the current bid month will not be processed during SAP.

b. SAP Procedures

- (1) After the preliminary bids have been awarded, all remaining open Trips and Reserve Availability Periods will be available for SAP.
- (2) Requests to add, drop or Trip trade will be awarded in accordance with this Section and on a first-come, first-served basis.
- (3) Trades, drops and adds will be awarded electronically on a "real-time" basis.

- c. Any open Trips or Reserve Availability Periods remaining or becoming available after SAP has been completed will be assigned pursuant to Section I (Assignment of Open Time and Trip Adds), below.

20. Eligibility to Bid

- a. A Flight Attendant who is on, or who is expected to be on, an approved leave of absence may bid for the following bid month if she/he has submitted documentation by the date that bids close that she/he has been released to return to work without restrictions on a date in the following bid period. If the Flight Attendant does not return to work in the following bid period because her/his disability continues, she/he may be paid sick leave or vacation, as appropriate.
- b. If a Flight Attendant will be available for only a portion of a bid, her/his minimum days off will be prorated based on the number of days of availability. (E.g., a Flight Attendant returning from maternity leave mid-bid. Minimum Days Off



will be calculated according to the chart attached to this Article as Appendix A)

c. A Flight Attendant who is ineligible to bid as specified above but who is released to work after the date that bids close will pick up from open time within five (5) days of being granted access to eCrew. If the Flight Attendant fails to do so, the Company will build a bidline for her/him. The Company shall make every effort to construct that Bidline from available open time to meet the parameters of a Scheduled Bidline; however, reserve days may be added to bring the bidline to minimum guarantee. The Flight Attendant shall have the option of dropping the Reserve days in her/his bidline, except those built in a reserve line, below. If she/he drops the Reserve days, her/his guarantee will be reduced to the credit value of the Trips in the line.

(1) Upon request, and if her/his seniority would so entitle the Flight Attendant, the Company will build her/him a reduced credit line.

(2) The Company will build a reserve line for a Flight Attendant whose seniority would entitle her/him to hold a reserve line; the line shall be either all AM Reserve Availability Periods or all PM Reserve Availability Periods

d. Teaching or preparation for an Inflight Instructor will appear as planned absences. The Instructor will bid the remainder of her/his schedule through PBS.

## **E. 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.

#### **F. Rescheduling**

1. This Section applies to all trips except those assigned, or self-assigned, as reserve duty.
2. A Flight Attendant may be rescheduled when:
  - a. An entire trip is cancelled prior to check-in, pursuant to Section G., below; or
  - b. After she/he has checked in for the trip.
3. General
  - 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.

4. If assigned a rescheduled trip:
  - a. Any rescheduled Trip must remain within the footprint (check-in and release time) of the original Trip, regardless of when the rescheduling occurs or how many times the Flight Attendant is rescheduled, except that the Flight Attendant may be rescheduled for no more than an additional two (2) hours beyond the original release time.
  - 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.
  
5. 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 Article 7.E. 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 home 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 home 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 5, below.

6. When a Trip utilizing an aircraft with two Flight Attendants who are Scheduled or Mixed 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 release 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.
7. When Crew Scheduling notifies a Flight Attendant of her/his assignment to home 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 she/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, Minimum Average or Trip), shall be credited and paid above guarantee (See Article 3, Section E.2 (150% pay)).
8. If the Flight Attendant is released from Duty pursuant to Paragraph F.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.
9. In the event that the Severe Weather Action Plan (SWAP) caused by weather is activated and subject to applicable FARs, the Company may have up to twelve (12.0) hours from the first interruption of a Trip Pairing to Reschedule a Flight Attendant.
  - a. A Flight Attendant shall not be required to remain at an airport for longer than two (2.0) hours.
  - b. If a Flight Attendant is asked to remain contactable at domicile or is released or asked to remain contactable out of

domicile, the Company shall provide single occupancy hotel lodging.

**G. Trip Cancellations Prior to Check-in**

1. If a trip is cancelled within twenty-four (24) hours of check-in time, the Flight Attendant will be rescheduled pursuant to Paragraph F.
  
2. 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 F, above, at the time the trip is cancelled, AV (available to fly) will replace removed flying. Crew Scheduling may add flying on an AV day, or consecutive AV days, at any time up to twenty-four (24) hours prior the first day or consecutive days of AV.
  - a. Assignment of trips shall not be subject to the order of assignment provisions of Article 7.E. If no flying is added within that time, the Flight Attendant will be pay guaranteed for the original flying that was removed.
  
  - b. A Flight Attendant may, at her/his option, drop the AV day(s) electronically without pay (WP non-actionable). Such request to drop will be approved without regard to staffing. The day(s) will not be considered a Day Off, but the Flight Attendant may pick up from Open Time or from another Flight Attendant.
  
  - c. A Flight Attendant assigned flying on an AV day will be credited with the greater of the original assignment or the assignment she/he actually performs.
  
3. Administration of AV Days
  - a. Crew Scheduling will not designate a day(s) as OFF and then covert it to an AV day(s).
  
  - b. Trips must be placed on the AV day(s) no later than midnight on the day prior to the AV day. Trips placed on AV days must completely fall within the footprint of the canceled trip, except that the Flight Attendant may be released up to two (2) hours later than the release time of the canceled trip.

Examples:

- F/A has AV days on May 5-7. Flying must be added by 00:01 on May 4.
- F/A is not assigned flying on May 5. Flying for May 6 must be added by 00:01 on May 5.
- Flying added on May 5<sup>th</sup> must check in no earlier than the check in time of the original canceled trip. Flying added on May 7<sup>th</sup> must release no later than 2 hours later than the release time of the canceled trip. Flying added on any of the other days (May 5<sup>th</sup>, May 6<sup>th</sup> in this example) do not need to adhere to start or release footprint of the respective duty period.

c. Notification

- i. At the time it places flying on an AV day(s), Crew Scheduling will call the Flight Attendant pursuant to Article 5.G to notify her/him of the assignment. If the Flight Attendant is on duty at the time, she/he will be contacted during her/his duty period by Crew Scheduling, utilizing established contact protocol; she/he will be required to respond before the end of the duty period.
- ii. An off-duty Flight Attendant is not required to answer or return the call.
- iii. A Flight Attendant who neither speaks with Crew Scheduling nor self-notifies of the trip assignment in e-Crew by 8:00 PM the day prior will be deemed to have dropped the flying without pay (WP non-actionable), and her/his minimum guarantee will be reduced accordingly.
- iv. A Flight Attendant who is on sick leave, vacation or leave of absence at 8:00 PM the day prior is not subject to the provisions of Paragraph c.iii, above. In

these cases, no sooner than 8:00 PM the day prior, the Flight Attendant will be marked as notified and will be responsible for the trip. At any point up to four (4) hours prior to check in of the original trip, she/he may call crew scheduling and drop the trip without pay (WP non-actionable), and her/his minimum guarantee will be reduced accordingly. If she/he reports for the original scheduled trip and that report time is earlier than that of the new trip, she/he may not check in until check in is available for new trip and no additional compensation, including per diem, will be owed.

- d. Only single-duty period trips will be assigned on an AV day (s) that was originally scheduled as a single duty-period.
- e. Picking up on AV day(s) that were converted to OFF days.
  - i. A Flight Attendant whose AV day(s) becomes an OFF day(s), because no flying was added at least 24 hours prior to the AV day(s), may pick up flying on the day(s). She/he will be pay guaranteed for the original trip, and the picked-up trip will be paid and credited above minimum guarantee.
  - ii. A Flight Attendant may request at any time that the AV be removed for OFF and forfeit the applicable pay guarantee for that day, i.e., her/his minimum guarantee will be reduced by the credit value of the trip. The FA may pick up duty on that day and will be paid for the actual duty completed above the adjusted guarantee.

- f. If more than one Flight Attendant has an AV day(s) on the same day(s), trips will be assigned in reverse domicile seniority order (most junior first), among those legal to fly the trip.
- g. If notified by the Flight Attendant that the AV day(s) replaces a trip that was picked up out of base, upon request by the flight attendant, Crew Scheduling will add necessary deadheads to the new assignment, or assign a trip that originates in the same domicile as the original trip.

Example: A SEA-based Flight Attendant picks up a MFR trip. The trip is cancelled. Crew Scheduling places AV days on her line, then assigns her a SEA trip on the AV days. The Flight Attendant may accept the assignment or may request that she be assigned a MFR trip instead. If she requests a MFR trip, Crew Scheduling will either assign her a MFR trip or add any necessary deadheads to ensure report and release in MFR.

## H. Trip Extensions

1. As a last resort (no Reserve is available), the Company may extend a Flight Attendant by assigning her/him to additional flying that commences upon return to domicile that results in her/his being released later than the end of the originally scheduled trip. A Flight Attendant who has picked up, volunteered for or was drafted into a Trip will be excluded from this provision.
2. A Flight Attendant will receive 150% Pay for all flying included in the extension. The credit hours will be calculated as if for a separate trip.
3. 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.
4. This Paragraph H does not apply to trips assigned or self-assigned to a Flight Attendant during a Reserve Availability Period.



## I. Assignment of Open Time and Trip Adds

1. Open time means Trips that are unassigned the time of the Final Bid Award for a bid month and Trips that become unassigned during that bid period on account of unplanned absences (e.g. sick calls, leaves of absence, resignations).
2. 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 19<sup>th</sup> of the month prior to the bid month. New Trips will be posted as soon as they are available unless assigned to a Reserve, until four (4) hours before the check-in time for the Trip. If Scheduling needs to assign the trip under 6.1.8.c or d, then the trip will remain in Open Time until twenty-four (24) hours before check in time. Crew Scheduling may pull trips for assignment to reserves beginning at 14:00 PT the day before check-in for the trip. Any such trips not assigned to a reserve by 18:00 PT will be returned to Open Time.
3. In order to be eligible for award of an open time Trip:
  - a. The Flight Attendant must be qualified, have the proper documentation and be able to perform the entire Trip without conflict with the trips or Reserve Availability Periods on her/his line at the time of the transaction with Open Time.
  - b. The Flight Attendant may not be scheduled for Reserve (unless qualified to self-assign per Article 7.E.1) during the period of the Trip (including rest periods required).
  - c. The Flight Attendant must be legally able to perform the Duty from a Duty/rest standpoint.
  - d. Base Turns from Open Time. 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 one (1) hour between the trips (measured from 15 minutes after block in for the first trip to check-in for the second trip), 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.

4 Once bids are finalized and open time flying becomes accessible, if the Company offers 150% pay on the same day(s) and same domicile as Flight Attendants who previously voluntarily picked up Open Time flying on their day(s) off, the Company will pay those Flight Attendants who previously picked up Open Time flying on the designated days, and perform such flying, the equivalent amount of 150% pay.

- Example 1 – FA A picks up a three-day trip on their days off and on those exact same three days 150% pay is offered. FA A will be entitled to 150% pay for their three-day trip.
- Example 2 – FA B picks up a two-day trip on their days off, later there is a one-day 150% pay trip on one of the days of that two-day trip. FA B would not be eligible for 150% pay for either day.
- Example 3 - FA C picks up a two-day trip on their days off, later there is a three day 150% pay trip that includes two of the days of that two-day trip. FA C would not be eligible for 150% pay for either day.

5 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.

6 The Company will post open time by electronic means in real time.

7 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.

8 Subject to Paragraph 1.2, above, Open time that has not been awarded, or first becomes available, by 14:00 PT on the day before the check-in time for the Trip shall be assigned or awarded in the following order:

- a. If applicable, assign to a Reserve Flight Attendant who has designated the co-domicile as primary;
- b. Assign to a Reserve Flight Attendant in Domicile; then

- c. Assign to a Reserve Flight Attendant out of Domicile; then
- d. Award to any Flight Attendant who is eligible under the criteria of 1.3, above, who volunteers for open time as part of the On Call Assignment provision as specified in paragraph 10, below; then
- e. Assign to an Inflight Management Flight Attendant (the Company may skip this option); then
- f. Subject to the limitations of Section 1.11, 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).

9. 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 by 1700 on the day 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 1.3, above, before Drafting. Flight Attendants who stated parameters for flying as permitted by Paragraph 9.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 9.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. This solicitation may include one phone call to the primary number listed for the Flight Attendant. Under no circumstance will multiple calls be made, nor will an emergency contact number be used.

- 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 month and the subsequent bid month pursuant to the provisions of this paragraph 9.
  - e. A Flight Attendant who accepts assignment under 9.a-c, or who accepts a premium pay trip via text or electronic notification or who is drafted on a day off, will not be subject to a reschedule of the trip that returns them more than one (1) hour past her/his original scheduled release time.
10. Drafting of a Flight Attendant shall be subject to the following conditions and limitations:
- a. A Drafting assignment shall not be made before twenty-four (24) 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 month and during the next bid month (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.

12. Management Line Flying

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 month as part of the normal process (Section I.2. above), but not more than 4 days in a bid month. However this limitation shall not apply if such flying is needed:

- a. To meet her/his own regulatory requirements, such as IOE.
- b. To perform checking, training, or supervisory duties (e.g. proving flights, inaugural flights, special charters).
- c. To cover an open time Trip as described in Section I.8, above.
- d. 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.

**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 two (2) 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 25, Section E) shall apply.
- c. A Reserve or Mixed Line Holder may trade with another Flight Attendant 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 trade a partial Block with another Reserve or Mixed Line Holder provided the trade does not result in any loss to the Company of its ability to cover open Trips. There is no limit on the number of times a block can be involved in a trade, and a partial block can be traded with more than one Reserve Lineholder, provided the trade does not result in any loss to the Company of its ability to cover open Trips. Examples of permissible partial trade are shown below:

F/A "A" may trade her/his first two R Days of:  
 O 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 O.  
 F/A "A" now has  
 O O O R R R R R R O O  
 "A" can trade for Flight Attendant "C"'s R days off:  
 R O O O O R R R R R R  
 A will now have:  
 O O O O O R R R R R R

- 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 FARs.
- g. A Reserve may trade an entire block of Reserve days for a Trip or Trips that, combined, have the same or fewer days than the reserve block. For purposes of determining the effect on the Flight Attendants' minimum guarantee, the value of a Reserve day will be 4.17 credit hours (3.67 for a mixed lineholder).
- h. Base Turns between Flight Attendants. Flight Attendants may pick up a trip, or a portion of a trip, or trade for such a trip with another Flight Attendant, that begins on the same day

another trip on her/his line terminates at the same domicile, or in BOI or GEG, or that ends on the same day another trip on her line begins at the same domicile or in BOI or GEG. The Flight Attendant must allow one (1) hour between the trips (measured from 15 minutes after block in of the first trip to check-in time for the second trip, 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.

i. Jet Bridge Trades

- (1) Jet Bridge Trades: Flight Attendants may trade or give-away a trip or portion of a trip at any station no earlier than three hours (3:00) prior to departure. The Flight Attendants do not need to be from the same domicile. All jet-bridge trades will be processed manually by Crew Scheduling.
- (2) A Flight Attendant accepting the trade must be physically present in the metropolitan area where the flight is departing from, must be able to check-in on time and must accept responsibility for covering the flight(s).
- (3) The Jet Bridge Trade will apply to any (or all) leg(s) of a trip and must encompass the remainder of the trip involved.
- (4) The trade or give-away will be granted unless doing so would violate the FARs or cause a delay in boarding.
- (5) If the Jet Bridge Trade request is made less than one hour (1:00) to departure, trades will be processed only if Crew Scheduling has the capacity to handle the request.
- (6) The total per diem for a Trip that is split by a Jet Bridge Trade will not be reduced. It will be distributed according to the guidelines below:

- (a) The inbound Flight Attendant's per diem will start at the beginning of her/his Trip one hour (1:00) prior to departure of the first flight and end forty-five minutes (:45) prior to the departure of the outbound flight given away in the Jet Bridge Trade.
- (b) The outbound Flight Attendant's per diem will begin forty-five minutes (:45) prior to the departure of the outbound flight picked up in the Jet Bridge Trade and the per diem will end at the release of her/his portion of the Trip.
- (c) Paragraph i.2, above will apply to any subsequent Jet Bridge Trade affecting the same Trip.
- (d) For Flight Attendants engaging in Jet Bridge Trading involving a Trip for Trip trade, the above will not apply. The per diem for both Trips will not be affected.
- (e) If a RON is involved in a Jet Bridge Trade, by default, the hotel reservation will remain with the inbound Flight Attendant.

## 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 month 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 or self-assigned to Reserve or Mixed Flight Attendants flying on scheduled Reserve days.
- b. A Reserve or Mixed 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 month 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.
- d. For purposes of trading with Open Time, the length of the trip will be based on the number of duty periods, not calendar days.

Examples:

- (1) A single-duty period trip that releases at 00:05 will be considered a one-day trip.
- (2) A trip that reports at 14:00 on June 22 and releases at 00:30 on June 24, and contains two duty periods, will be considered a two-day trip.

3. Crew Scheduling Access/Inflight Management to Flight Attendant Trips Posted to Bulletin Board

Crew Scheduling or Inflight Management may remove a trip or a portion of a trip from the Flight Attendant-to-Flight Attendant Bulletin Board for assignment to a Reserve(s) under the following conditions:

- a. Such trip or portion of a trip is removed no earlier than 2:00 PM PT the day prior and no later than three hours (3:00) prior to departure.
- b. A trip or portion of a trip will be removed from the Flight Attendants who have posted trips of the same number of day(s) in seniority order amongst Flight Attendants who have trips posted at the time Crew Scheduling reviews such trips.
- c. If flying is removed from a Flight Attendants line under these circumstances, the flying removed will be WP only (non-actionable).

- d. "Portion of a trip" refers to a situation in which a Flight Attendant has posted a desire to split a trip. Crew Scheduling will honor the posting as submitted by the Flight Attendant.

#### 4. 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, trading a Trip with Open Time on the same day(s), or, within a three-leg difference when trading for fewer legs (there is no limit on trading for more legs), on other days if coverage permits, or dropping a portion of a Trip to the Company.
- b. A Trip on the Flight Attendant's line may be split an unlimited number of times.
- c. 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 or unless the trips are separated by a legal rest period.
- d. 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.

e. 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) Unless the partial trade/giveaway involves a base turn, there must be a legal rest period between the Trips or reserve availability periods on the relief Flight Attendant's line and the portion of the split Trip being picked up.

f. 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 25, Section E) 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.

- g. Drop of a Deadhead at the beginning or end of a Trip (first leg or last leg):
- (1) At least four (4) hours prior to check-in for the trip, a lineholding Flight Attendant may, upon request and confirmation, drop a Deadhead leg(s) at the beginning a trip.
  - (2) 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. Reserve Flight Attendants must comply with the provisions of Article 7.D.6 (Release following Assignment).
  - (3) Pay
    - (a) Pay will not be affected by dropping the deadhead leg(s).
    - (b) If a Trip changes in such a manner that the Flight Attendant is unable to meet the Trip as planned, she/he will be governed by the provisions of Paragraph 6.F. or G, as applicable. Credit hours for the Flight Attendant's assignment will be determined by the greater of the trip the Flight Attendant performs or that she/he originally checked in for. If Crew Scheduling deadheads the Flight Attendant to rejoin her/his Trip, the Flight Attendant will be paid for that Deadhead leg(s).
- h. 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. Pay:

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.

l. 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.

5. Trip trade or Trip drop requests will be approved or rejected in real time, up to two (2) hours for trades between Flight Attendants and up to four (4) hours for transactions involving Open Time, before the report time for the earliest Trip being traded. Jet bridge trades will be processed manually by Crew Scheduling. 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 (and Pick-up of Reserve Days by Lineholders)**

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 on the Reserve's scheduled bidline. Reserve Flight Attendants may also pick up trips on Reserve days that they have traded away. 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 Mixed lineholders. If the trip that has been picked up causes a rest deficiency or causes the Flight Attendant to exceed the maximum stated in Article 5.A.3, 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.
4. Regular lineholders may pick up entire reserve blocks from other Flight Attendants on their days off. A reserve availability period shall have a value of 4.17 credit hours, and the Flight Attendant will be paid, above guarantee, the greater of the hours flown or credited as a reserve or 4.17 multiplied by the number of reserve availability periods in the picked up block. A block can contain a single reserve availability period.
5. Reserve Flight Attendants may pick up reserve blocks from other Flight Attendants on their days off. In this situation, a reserve availability period shall have a value of 4.17 credit hours, and the Flight Attendant will be paid, above guarantee, the greater of the hours flown or credited as a reserve or 4.17 multiplied by the number of reserve availability periods in the picked-up block. A block can contain a single reserve availability period. Flying flown on these days will not count toward the low-time, first assigned list, and will not be applied toward the Reserve's minimum bid period guarantee.

## **L. 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 J.2.
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 Managing Director of Inflight in accordance with the needs of the Company.

## **M. 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 home Reserve obligation airport. A Flight Attendant who designates an airport as primary for home reserve 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 home Reserve assignments, the Company shall first call those Flight Attendants whose primary home Reserve assignment is at the airport where the home reserve need exists. If the Company assigns a trip to a home reserve who does not have that airport as her/his primary home 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 in this situation, the normal Reserve assignment criteria of Article 7 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. In that event, the Flight Attendant's duty period will be extended by one (1) hour for such time spent returning to the departure airport. Her/his rest period will be determined from one (1) hour or actual arrival time, at the departure co-domicile, whichever is later.
  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.
  4. The Company will make reasonable efforts to provide loaner IMDs at all co-domiciles.

**N. Reduced-Credit Bidlines**

1. Reduced-credit 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 Managing Director of Inflight shall plan for staffing at its Domiciles in excess of the number of Flight Attendants that would otherwise be needed. Reduced-credit lines are intended as scheduled lines. However, if the Flight Attendant awarded a reduced-credit line is not sufficiently senior to hold a scheduled line, or if the PBS software cannot build her/him, a scheduled line, she/he will be awarded a reserve line (or a mixed line, if permitted).

- a. The Company shall make bid-by-bid decisions regarding the number of reduced-credit lines that will be made available for that bid period. However, if the number of reduced-credit 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 Managing 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 Scheduled Bidlines at a Domicile may be reduced-credit lines.
2. Eligibility. Only Flight Attendants who have successfully completed their probationary periods are eligible to bid for reduced-credit lines. Inflight Trainers and Instructors will not be awarded reduced-credit lines during bid periods in which Trainer or Instructor duties will be performed.
  3. A Flight Attendant who desires to hold a reduced-credit line in the following bid period must submit a request for a reduced-credit line no later than 1200 on the 30th day of the bid month preceding the bid month (except for the bidding for the April bid month, which closes on March 1) in which she/he desires to work reduced credit. Such requests will be granted in domicile seniority order, up to the number of reduced-credit lines available in each domicile, no later than 1700 on the thirtieth (30th) day of the bid month preceding the bid period in which the reduced-credit line will be worked. A reduced-credit line awarded to a Flight Attendant who, prior to schedule bids opening, subsequently becomes unavailable for the entire bid, will be awarded to the next person in seniority order. If a Flight Attendant awarded a reduced-credit line becomes unavailable for the entire bid after bids have opened, the reduced-credit line will go unassigned. No Flight Attendant shall be involuntarily assigned a reduced-credit line.

- 4 Trip Trading: Flight Attendants awarded reduced-credit 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 nine (9) duty periods during the bid period. A Flight Attendant may exceed this limitation only if she/he is drafted on, or extended into, a day off, and only by the number of duty periods of the draft or extension. A Flight Attendant may not exceed the limitation via on call flying or picking up on her/his day(s) off.

**Appendix to Article 6  
Planned Absence Chart (Pro-Rated Days Off)**

FULL-TIME 30-DAY BID  
12 minimum days off  
Multiplier is 0.4 (12/30)

Days of Absence	Days Available	Pro-Rated Min Days Off	Actual Minimum Days Off
0	30	12	12
1	29	11.6	12
2	28	11.2	11
3	27	10.8	11
4	26	10.4	10
5	25	10	10
6	24	9.6	10
7	23	9.2	9
8	22	8.8	9
9	21	8.4	8
10	20	8	8
11	19	7.6	8
12	18	7.2	7
13	17	6.8	7
14	16	6.4	6
15	15	6	6
16	14	5.6	6
17	13	5.2	5
18	12	4.8	5

19	11	4.4	4
20	10	4	4
21	9	3.6	4
22	8	3.2	3
23	7	2.8	3
24	6	2.4	2
25	5	2	2
26	4	1.6	2
27	3	1.2	1
28	2	0.8	1
29	1	.4	0
30	0	0	0

FULL-TIME 31 DAY BID

13 minimum days off

Multiplier is 0.419 (13/31)

Days of Absence	Days Available	ProRated Min Days Off	Actual Minimum Days Off
0	31	12.99	13
1	30	12.57	13
2	29	12.15	12
3	28	11.73	12
4	27	11.31	11
5	26	10.89	11
6	25	10.48	10

7	24	10.06	10
8	23	9.64	10
9	22	9.22	9
10	21	8.80	9
11	20	8.38	8
12	19	7.96	8
13	18	7.54	8
14	17	7.12	7
15	16	6.70	7
16	15	6.29	6
17	14	5.87	6
18	13	5.45	5
19	12	5.03	5
20	11	4.61	5
21	10	4.19	4
22	9	3.77	4
23	8	3.35	3
24	7	2.93	3
25	6	2.51	3
26	5	2.10	2
27	4	1.68	2
28	3	1.26	1
29	2	0.84	1
30	1	0.42	0
31	0	0	0

REDUCED-CREDIT 30-DAY BID

21 minimum days off

Multiplier is 0.7 (21/30)

Days of Absence	Days Available	ProRated Min Days Off	Actual Minimum Days Off
0	30	21	21
1	29	20.3	20
2	28	19.6	20
3	27	18.9	19
4	26	18.2	18
5	25	17.5	18
6	24	16.8	17
7	23	16.1	16
8	22	15.4	15
9	21	14.7	15
10	20	14	14
11	19	13.3	13
12	18	12.6	13
13	17	11.9	12
14	16	11.2	11
15	15	10.5	11
16	14	9.8	10
17	13	9.1	9
18	12	8.4	8
19	11	7.7	8
20	10	7	7

21	9	6.3	6
22	8	5.6	6
23	7	4.9	5
24	6	4.2	4
25	5	3.5	4
26	4	2.8	3
27	3	2.1	2
28	2	1.4	1
29	1	0.7	1
30	0	0	0

REDUCED-CREDIT 31 DAY BID

22 minimum days off

Multiplier is 0.71 (22/31)

Days of Absence	Days Available	ProRated Min Days Off	Actual Minimum Days Off
0	31	22	22
1	30	21.29	21
2	29	20.58	21
3	28	19.87	20
4	27	19.16	19
5	26	18.45	18
6	25	17.74	18
7	24	17.03	17

8	23	16.32	16
9	22	15.61	16
10	21	14.9	15
11	20	14.19	14
12	19	13.48	13
13	18	12.77	13
14	17	12.06	12
15	16	11.35	11
16	15	10.64	11
17	14	9.93	10
18	13	9.22	9
19	12	8.51	9
20	11	7.8	8
21	10	7.09	7
22	9	6.38	6
23	8	5.67	6
24	7	4.96	5
25	6	4.25	4
26	5	3.54	4
27	4	2.83	3
28	3	2.12	2
29	2	1.41	1
30	1	0.7	1
31	0	0	0



## ARTICLE 7

### RESERVE

#### A.     **Application of Article 5**

The provisions of Article 5 will apply to Reserves except as specifically provided for otherwise within this Article. Reserves will be entitled to the same benefits on the same basis as Lineholders.

#### B.     **General**

1.       The Reserve system will be on a seniority bid basis. All Flight Attendants in each domicile may bid reserve.

2.       Except as otherwise provided in this Article, any Flight Attendant sitting Reserve will be considered a Reserve Flight Attendant for purposes of this Article.

3.       Reserve lines will be constructed as follows:

a.       Reserve Minimum Days Off

A Reserve will be scheduled for and receive a minimum of twelve (12) days off in a thirty (30) day bid month and a minimum of thirteen (13) days off in a thirty-one (31) day bid month, unless otherwise modified by planned absences pursuant to Article 6.

b.       Reduced Credit Reserve Lines.

A Reserve may hold a reduced credit line pursuant to Article 6. A Reserve holding a reduced-credit line will be scheduled for and receive a minimum of twenty-one (21) days off in a thirty (30) day bid month and a minimum of twenty-two (22) days off in a thirty-one (31) day bid month, unless otherwise modified by planned absences pursuant to Article 6.

c.       Rest Between Reserve Blocks

Scheduled Reserve blocks, including one (1) day blocks, will be separated by not less than forty-eight (48) hours off, unless the Reserve waives that forty-eight (48) hour

restriction during the line-bidding process. A one (1) day block may be awarded only on the first and last day of the bid month. A one (1) day block on the last day of the bid month does not have to be followed by forty-eight (48) hours off in the following bid month.

4. Operationally Impacted Minimum Days Off

When a duty period carries into a day off as a result of operations by fifteen minutes (:15) or more, the Reserve will be paid and credited four (4.0) hours above her/his guarantee, provided that the Reserve's schedule for the month contains no more than her/his minimum scheduled twelve (12) or thirteen (13) days off (twenty-one (21) or twenty-two (22) for a reduced-credit line), as applicable, at the time of the assignment that carries the Reserve into a day off.

a. For the purposes of calculating days off under B.4. only, in addition to regularly scheduled days off, any vacation day will be considered a day off (trips picked up during vacation will count as days on). Other scheduled reserve days or days of scheduled duty from which a Reserve has been released from duty, e.g. sick leave, jury duty, Company Business, Union Business, bereavement leave, pay protection, Admin Duty (AD) and leaves of absence (other than days off scheduled prior to the commencement of the leave) will not be considered days off.

b. If a Flight Attendant picks up a trip from Open Time or trades with or picks up a trip from another Flight Attendant and it overlaps into the new month as a result of irregular operations, the day(s) off will be compensated as provided in B.4.

5. A Reserve may be assigned several trips or portions of trips on the same reserve day within duty period limitations.

6. A Flight Attendant awarded a reserve line cannot be drafted, except as noted below. A Lineholder who picks up a reserve day(s) may be drafted only when contacted at check-in for the reserve assignment or while the reserve assignment is in progress. A Flight Attendant awarded a reserve line who picks up a trip on day(s) off can be drafted at the completion of the trip, provided that the drafted assignment releases by midnight (12:00 AM) of that day and is made part of the same duty

period.

7. At the end of a reserve block of days, the Reserve will be returned to her/his home domicile for her/his domicile rest.
8. A block of reserve day(s) that touches another block in a new month becomes a single block.
9. Domicile Rest

A Reserve will receive at least ten hours (10:00) rest at domicile, measured from release until report for her/his next trip or APSB assignment.

a. Interruption of Domicile Rest

Upon return to domicile and release from duty, a Reserve will not be obligated to be contactable during the ten hours (10:00) rest period, regardless of her/his Reserve Availability. If Crew Scheduling contacts the Reserve with a legal assignment and the Reserve elects to answer during any portion of this rest that coincides with the Reserve's availability period, the Reserve must accept the assignment.

b. Inflight management will use its best efforts to avoid interrupting the Reserve's rest; the provisions of this Paragraph will not apply to an inadvertent contact unrelated to reserve scheduling, made by non-Crew Scheduling personnel.

**C. Classification of Reserves**

There are three (3) classifications of Reserve: A.M. Reserve (AM) P.M. Reserve (PM) and Extended-Day Reserve (ER).

1. AM/PM Lines Only

Flight Attendants bid for and are awarded in seniority order to an AM line or a PM line. Reserve lines will be constructed of all AM or all PM days. Each classification has a 14-hour period as designated on the monthly bid information page during which the Flight Attendant must be contactable and available for assignment.

2. Reserve Availability Periods

- a. AM and PM Reserves must be available for contact and assignment during their designated reserve period.
- b. ER Reserves must be available for contact and assignment from midnight (12:00 AM) to midnight (12:00 AM). Any assignment must commence within the reserve availability period. AM and PM reserves must be available for contact and assignment with the hours posted for the reserve-availability period, and any assignment must commence (check-in) within the reserve availability period.
- c. Reserve availability periods may not be changed on the first day of a reserve block. On subsequent days of a block, a Reserve who is released at domicile after the end of her/his reserve availability period will receive at least ten (10) hours' rest; her/his reserve availability period the following day (if applicable) will begin at the end of such rest. The reserve availability period will not be adjusted.
- d. Reserves may be given assignments for the next day consistent with their reserve classification.

3. Number of Extended Days (ER) and Conversion to ER

- a. Reserve lines will not have pre-scheduled ER days.
- b. The Company may convert a Reserve to ER two times per bid month. Flight Attendants may preference days (general or date specific) for ER conversion pursuant to Paragraph 3.d. below.
- c. ER Conversion Contactability
  - 1. A Reserve may be notified any time during her/his contact period that she/he is to be converted to ER on any day during the current block.
  - 2. Crew Scheduling may contact a Reserve on a day off to convert her/him to ER status between the hours of 8:00 PM and 11:00 PM local domicile time the night prior to the next reserve availability

period. The Reserve is not required to answer the phone.

3. A Reserve may not be contacted on a vacation day for ER conversion.

d. ER Conversion Preferences

A Reserve may preference days (general or date specific) she/he wishes to be converted to ER. Crew Scheduling will assign ER conversions in the following order:

1. In seniority order, to Reserves who have indicated a conversion preference for that day (general or date specific) and have not been converted twice.

2. Reserves who have not indicated a conversion preference for that day and have not been converted twice.

e. If a Reserve is converted to ER and subsequently trades or gives away the affected day, the conversion remains credited to the original Reserve. The Reserve picking up or trading into the converted ER day does not receive "ER conversion credit" pursuant to C.3.b., above.

f. One hour will be paid and credited above guarantee for ER conversions if not used.

g. A Reserve may be converted to ER for a period of less than twenty-four (24) hours. The conversion will count toward the two (2) ER conversions allowed in a month.

4. Impact of Sick Call on ER

a. If a Reserve calls in sick for an ER day, the following day of her/his block becomes the ER day. If she/he is sick for more than one day, the day she/he returns to Reserve status within the current block is designated the ER day. If a Reserve calls in sick for an entire block of Reserve days, the ER day is not carried over to the next block.

- b. A change of an AM/PM Reserve day to an ER day under C.4, above, will count as a conversion to an ER day under C.3.b, even if the Reserve calls in sick for the entire block.
5. On the last day of a block, a Reserve may request release from the remainder of her/his reserve obligation provided the last Company-operated flight that the Reserve would be legal to fly has departed the domicile. This release time will be posted on the Inflight website. Crew Scheduling must grant the request if it has no further flying for the Reserve. A Reserve, including an APSB Reserve, who is relieved of further reserve obligation under this Paragraph, will suffer no loss of pay.

**D. Scheduling/Notice of Time to Report**

- 1. The Company will accept up to two (2) contact numbers, for the purpose of contacting the Reserve with a reserve assignment.
  - a. It is the Flight Attendant's option as to what type of contact number she/he provides (e.g. cellular phone and/or land phone). If Crew Scheduling reaches the Reserve's voicemail, the Crew Scheduler will leave a message requesting a return call.
  - b. The phone number(s) will be given no priority order.
  - c. A Reserve's report time will begin when both numbers have been called, if two (2) have been provided. If only one (1) number has been provided, the report time begins when that number has been called.
  - d. A Reserve will be responsible to respond with a call to Crew Scheduling within fifteen minutes (:15) of the calls when both numbers have been provided. If only one (1) number has been provided, the Reserve will be responsible to respond, within fifteen minutes (:15), when that number is called. For failure to respond in such time, the Reserve will receive an Unable To Contact (UTC).
  - e. Reserves are not required to have cellular telephones. If a Reserve provides a cellular number as one of her/his two primary contact numbers, she/he is not required to be contactable at that number from two (2) hours before check-in

for a trip or APSB assignment until she/he is released and has had at least ten (10) consecutive hours of uninterrupted domicile rest.

f. A Reserve may self-notify for an assignment by affirmatively confirming notification electronically. A Reserve who views her/his schedule but does not affirmatively confirm is not considered to have self-notified. Regardless of notification status, the Reserve will remain contactable in accordance with D.7, below.

2. Notice of Time to Report

a. A Reserve will be given a minimum of two hours' (2:00) notice to report. The notice to report is measured from the time the Reserve's contact number(s) has been called until the Reserve checks in for the assignment.

b. When a Reserve is given an assignment to a co-domicile that she/he has not designated as primary, she/he will make her/his best effort to report within two hours (2:00).

3. A Reserve may be given less notice to report than the hours outlined in D.2., above, in which case the Reserve must make every effort to report within that time frame. There is no penalty for failure to make departure or check-in for an assignment given with a reduced notice period. However, the Reserve remains obligated to report no later than two hours (2:00) after being contacted, except as provided in Paragraph 2.b, above. When a Reserve is unable to make the departure of a flight when given a reduced notice period, the Company must, upon her/his arrival:

a. Reassign the Reserve to a trip with a check-in or scheduled departure of no more than one hour (1:00) after her/his arrival;

b. Reassign the Reserve to APSB; or

c. Release the Reserve, in which case sh/he will be placed back on the Reserve Credit Sort List for her/his reserve classification based on her/his credit value, including the credit for Show/No Go.

4. Flight Attendants assigned to Reserve duty (including Airport Standby), must be able to be in full uniform no later than scheduled check-in time.
5. Start of duty time for purposes of per diem and duty day limitations begins at the time a Reserve is required to report for duty or the actual reporting time, whichever is later. Start of duty may be adjusted pursuant to Paragraph D.3, above, or by mutual agreement.
6. Crew Scheduling will use its best efforts to notify a Reserve of an additional assignment as soon as possible after commencement of the affected duty period. All Reserves must check e-Crew upon completion of their assigned trip at domicile/co-domicile during the debrief period (fifteen minutes (:15) after block-in for a working Reserve following a domestic leg; thirty minutes (:30) for a working Reserve following an international leg; and five minutes (:05) after block-in for a deadheading Reserve), and prior to leaving the secure area of the terminal. For failure to do so, the Reserve will receive an "Unavailable for Contact." A UTC will not be assessed if Crew Scheduling makes an assignment during the debrief period but after the Flight Attendant has checked e-Crew within the debrief period.
  - a. E-Crew will advise the Reserve as to whether she/he has been given an additional assignment for the same duty period or for the next reserve availability period, as applicable. If she/he has been given another assignment, she/he will contact Crew Scheduling to confirm notification, by telephone or by self-notification.
  - b. The Company may also contact the Reserve through other means including but not limited to a Customer Service Agent (CSA) or Aircraft Communications Addressing and Reporting System (ACARS).
  - c. If e-Crew does not notify the Reserve of another assignment during the same duty period, she/he will be released into domicile crew rest, with no obligation to remain contactable for at least ten hours (10:00).
  - d. In the event of a lack of computer access or a computer system failure, Reserves are required to call Crew Scheduling upon completion of their assigned trip at domicile/co-domicile within the fifteen minute (:15) debrief period prior to leaving the secure area of the terminal.



7. Contactability after Assignment

Once an assignment has been given, the Reserve must remain contactable during her/his reserve availability period until two hours (2:00) before the scheduled check-in for the trip or assignment. She/he may be contacted by Crew Scheduling during those two hours (2:00), but is not obligated to be contactable.

8. Once a Reserve has been notified of an assignment, that assignment cannot be removed from her/his line and then posted in Open Time for premium pay.

9. If a Reserve receives an assignment for which she/he is legal, and the assignment is then changed so that it carries into her/his day off (such as mechanical, flight deck illegality, etc.), she/he may contact Crew Scheduling no later than two hours and fifteen minutes (2:15) before check-in for the assignment and request removal from the assignment. Crew Scheduling must grant the request. The Reserve will be returned to the Reserve Credit Sort List and may be given any assignment consistent with her/his reserve classification.

**E. Order of Assignment**

1. Reserve Self-Assignment

a. An AM or PM Reserve with four (4) or fewer days of availability remaining in her/his block may self-assign a trip from Open Time between 10:00 AM and 2:00 PM PT the day prior to check-in, subject to the following restrictions:

(1) The self-assignment must be within the Reserve's domicile.

(2) The self-assigned trip must commence within the Reserve's availability period and must be for the same number of days as the Reserve has left in her/his block.

(3) Trips may not be split to accommodate a self-assignment.

b. ER Reserves and Reserves with more than four (4) days of availability may not self-assign, except that an AM or PM

Reserve with five (5) or more days of availability remaining in her/his block may self-assign to an APSB assignment.

c. Crew Scheduling may designate a trip(s) as unavailable for self-assignment if such trip(s) is posted with premium pay or if a Severe Weather Action Plan is declared (see Article 6.F.7).

d. The Reserve may not self-assign to a trip that would cause her/him to break her/his monthly guarantee.

e. A Reserve who is assigned or self-assigns a trip will not be removed from such assignment unless one of the following conditions is met:

(1) Flight(s) or position(s) are cancelled from the assigned or self-assigned trip.

(2) There are no other Reserves legal to cover an open partial or full trip(s) in Open Time without causing a delay. A Reserve(s) legal to fly the uncovered assignment(s) will be removed from the previously assigned or self-assigned trip in reverse seniority order.

(3) The Flight Attendant is assigned a conflicting trip while on APSB or ER the day before the self-assigned trip.

## 2. Flying Preferences

Reserves may notify Crew Scheduling of their preferences with regard to reserve assignments. The preferences(s) in effect when Crew Scheduling generates the Reserve Credit Sort List will apply. If a Reserve does not state a preference in any category, it will be assumed that she/he has no preference in that category.

The following preferences will be accepted and will remain in effect until changed by the flight attendant. Preference changes can be made each day of a reserve block but preferences cannot be altered from 2:00 PM to 6:00 PM PT daily. Preferences may be different within a block of reserve days.

- a. First Out ("FST");
- b. Last Out ("LST");
- c. Primary co-domicile;
- d. ER Conversion.

3. Credit Sort List:

Within each reserve classification and days of availability, the Credit Sort List will be ordered with Reserves with the least amount of time credited as a Reserve in the bid month (low time). Time credited on a reserve day picked up on a day off will be included in the Credit Sort List; however, hours credited from a trip picked up on a day off will not be included.

- a. "Low time" means the Reserve, within each classification and days of availability, with the lowest amount of time flown or credited toward guarantee to date as a Reserve, in the current bid month.
- b. To balance flying among Reserves, by default the Reserve with the lowest time will receive the highest-time assignment from the available assignments that are within her/his Reserve classification and days of availability at the time of assignment. The order of assignment will be altered by the preferences listed in E.2., above, and assigned according to E.4., below.
- c. When more than one (1) Reserve returns to domicile on the same flight that day and is legal for an additional assignment in that duty period, the Reserve with the least amount credit toward guarantee, as a Reserve in the bid month, will be used first.

4. Assignment of Open Trips/Assignments:

Crew Scheduling will generate the Reserve Credit Sort List and will assign legal Reserves who have not already self-assigned within the same classification (AM/PM/ER) and with the same number of days of availability in the following order:

- a. Among Flight Attendants with equal time flown or credited toward guarantee in the bid month:
    - (1) Flight Attendants who have preferenced "FST" in seniority order (most senior first); then
    - (2) Flight Attendants who have preferenced "LST" in inverse seniority order (most junior first).
    - (3) Within "FST" and "LST" primary co-domicile.
  
  - b. Among Flight Attendants with unequal time flown or credited toward guarantee in the bid month:
    - (1) Flight Attendants who have preferenced "FST" (default preference) in LTFA order; then
    - (2) Flight Attendants who have preferenced "LST" in LTFA order.
    - (3) Within "FST" and "LST" primary co-domicile.
  
  - c. Lineholders who have picked up Reserve day(s), listed in inverse seniority order following all other Reserves within the same classification (AM/PM/ER) and with the same number of days of availability.
5. If a duty period overlaps midnight (12:00 AM) at month-end, the flying in that duty period will not be counted for purposes of creating the Reserve Credit Sort List in the new month.
6. If a trip overlaps between months, flying in any duty period that began and was completed in the previous month will not be counted for purposes of creating the Reserve Credit Sort List in the new month; flying in any duty period that begins in the new month will be counted for purposes of creating the Reserve Credit Sort List in the new month.
7. A Reserve returning from day(s) off will be placed on the Reserve Credit Sort List for her/his reserve classification and days of availability in accordance with E.4., above.
8. Except as provided in E.9., below, or E.5., above, when a Reserve assignment becomes available, the Reserve at the top of the list will

receive the assignment, provided that she/he is legal for the assignment.

9. Order of Assignment may be adjusted to prevent drafting; to avoid exceeding the APSB monthly maximum in F.13, below; or to avoid a conflict with a scheduled trip in the new month. Crew Scheduling will assign Reserves in Credit Sort order as modified by Credit Sort Preferences or reverse seniority order for Lineholders who picked up a reserve day, if a Reserve is otherwise assigned out of order for any other reason, she/he will receive 150% pay for all hours flown or credited, or for APSB, of which one-half times (0.5x) will be paid above guarantee.
10. If a Reserve picks up additional reserve day(s), any hours flown or credited will count toward the Reserve Credit Sort List.
11. Trips from Open Time will be assigned to Reserves no earlier than 2:00 PM PT the day prior to the check-in for the trip.
12. 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.
13. Posting of the Credit Sort List
  - a. The Credit Sort List will be available and updated every fifteen (15) minutes and accessible through the Flight Attendant website.
  - b. Should the electronic Credit Sort List be unavailable for any reason, management will work with the Information Technology (IT) department to restore access as quickly as possible. Flight Attendants will retain the right to contact Crew Scheduling to receive the most up-to-date information about the Credit Sort List during the outage.

#### F. Airport Standby

1. Airport Standby (APSB) may be assigned to any Reserve, provided that the assignment complies with F.5, below. APSB will not be assigned mid-trip.
2. Reserves may be assigned APSB at more than one (1) co-domicile as follows:

- a. If a Reserve on APSB at a co-domicile is assigned a trip departing from another co-domicile or reassigned APSB at a different co-domicile, the Company is responsible for arranging and paying for the transportation of the Reserve. An APSB Reserve will not be required to drive from one co-domicile to another.
  - b. The Reserve will be credited with the appropriate deadhead or surface deadhead pay as a result of the assignment or reassignment described within this Paragraph.
  - c. APSB pay continues during the transportation of a Reserve on APSB from one co-domicile to another for continued assignment to APSB.
3. An APSB Reserve will check-in at the beginning of the APSB period. She/he may leave the APSB area but must remain contactable and must respond within five minutes (:05) of the completion of Crew Scheduling's call.
4. APSB is duty time for purposes of per diem and compensation under F.10, F.11. and F.12., below, and duty day limitations under F.9. and F.10., below, will begin when the Reserve is scheduled to report or actually checks-in to sit APSB, whichever is later, unless the assignment to APSB was made as part of a continuation of duty; or by mutual agreement. If the Reserve receives less than two (2) hours' notification of an APSB assignment, her/his duty time will begin when she/he checks-in to sit APSB.
5. The maximum time assigned to APSB will not exceed five (5) consecutive hours per duty period. APSB Reserves may be assigned a trip with a scheduled departure time no later than one (1) hour after the end of the APSB period when assigned within the APSB period, even if the end of the ASPB period coincides with the end of the reserve availability period. The Reserve is not required to be contactable from release from the APSB period until check-in for the trip.
  - a. An AM Reserve may not be assigned an APSB period that ends after her/his reserve availability period.
  - b. A PM Reserve may not be assigned an APSB period that ends after the earlier of 23:59 or the end of her/his reserve availability period.

- c. An ER may be assigned to any APSB period that starts and ends within her/his reserve availability period.

6. Pre-assignment of APSB Reserves

Crew Scheduling may assign a Reserve to sit APSB that is scheduled to end no more than one (1) hour prior to a trip assignment. The APSB will fly that trip unless the needs of the operation (e.g. short notice sick call, misconnect, no show, etc.) require that the APSB be assigned to a different trip.

7. When a Reserve is released from APSB duty without a trip assignment, she/he will be released into domicile rest.

8. APSB Pre-Boarding

An APSB Reserve may be assigned to assist with pre-boarding without being assigned to a flight. There is no additional compensation for pre-boarding a flight while on APSB duty.

9. APSB Duty Day

The scheduled duty period of an APSB, including time spent on APSB plus any flight assignment(s), may not exceed twelve hours (12:00) as measured from initial report to release into legal crew rest.

10. APSB Compensation

Compensation will be one-tenth (0.1) credit hour for each six minutes (:06) of APSB up to the maximum of five (5.0) credit hours per duty period. A Reserve will be credited for APSB pay plus the credit value of flights flown or credited toward her/his guarantee. A Reserve will receive a minimum of five (5.0) credit hours per duty period for any APSB period(s) completed without receiving a flight assignment.

11. APSB Per Diem

Per diem begins at check-in or scheduled report time for APSB, whichever is later, except as outlined in F.4., above, and ends when the Reserve is released from APSB. If assigned a trip from an APSB period, per diem continues uninterrupted until release into legal crew rest at domicile.

12.      APSB on Duty at 4:29 AM

If an APSB Reserve is given an assignment that requires her/him to be on duty at 4:29 AM local domicile time in the first duty period, she/he will receive 150% pay for all hours credited or APSB in that duty period of which the additional 50% will be paid above guarantee.

13.      APSB Maximum Assignments

A Reserve may be assigned, excluding self-assignment, APSB no more than four (4) times in a bid month, unless she/he is the only Reserve in the domicile who is legal and available to accept the assignment. If Crew Scheduling assigns a Reserve to APSB to a fifth (5<sup>th</sup>) or subsequent APSB period during the bid month, the Reserve will receive 150% pay for all hours credited or APSB in that duty period of which the additional 50% will be paid above guarantee.

14.      APSB Shifts in Open Time for Self-Assignment

All known APSB assignments will be placed into Open Time no later than 10:00 AM PT the day prior to the assignment and made available for self-assignment by Reserves in accordance with Paragraph E.1, above.

**G.      Reserve Compensation**

1.      Reserves will be paid the greater of a monthly guarantee of 75 hours or the actual hours credited while on reserve availability. A Reserve who calls in sick on a reserve day will have 4.17 hours deducted from her/his sick leave bank, if available. A Reserve who drops, calls in sick without using sick leave, gives away or trades reserve day(s) will have 4.17 hours deducted from her/his reserve guarantee for each day.

2.      Reserves will be paid an additional two dollars and fifty cents (\$2.50) for each block hour actually flown on a reserve day.

3.      Reserve days or trips flown on days off will be paid above the Reserve's guarantee.

4.      Picking Up Reserve Day(s)

A Flight Attendant who picks up a reserve day and does not fly will be paid and credited 4.17 hours per day in addition to all other



compensation. If a multiday block is picked up, the minimum compensation for the block of days will be computed by multiplying the number of days in the block by 4.17 hours. Flying on picked up reserve day(s) that become part of a block for purposes of scheduling will be paid the greater of 4.17 hours or the TFP of flights flown on that day, on a day-by-day basis.

5. Reserve Show/No-Go

A Reserve who reports on time for a flying assignment that is no longer available and is released without being reassigned will be credited three (3.0) credits toward her/his reserve guarantee. If the Reserve is reassigned (including to APSB), she/he will be paid the greater of the credit for "Show/No-Go" (three (3.0) hours) plus any APSB, or the credit value of the reassignment plus any APSB.

6. A Reserve who flies a "return to field" will have such flying credited pursuant to the applicable credit driver for the trip.

7. Reserve Credit Compensation Towards vs. Above Guarantee

Unless specifically outlined elsewhere in this Agreement, all credit hour compensation on a reserve day is paid towards the reserve guarantee. A Reserve who breaks guarantee will be paid above guarantee for any credit hours flown or credited over the guarantee. All other provisions of this Article apply.

8. Reserve Premium(s) Application

Unless specifically outlined elsewhere in the CBA, if a Reserve is due premium pay, she/he will be compensated as follows:

- a. 150%: Straight Time (original 100%) credited towards the guarantee and the additional 50% paid above guarantee.
- b. 200%: Straight Time credited towards the guarantee and one times (1.0x) the trip rate paid above guarantee.

9. Airport Standby Compensation

See F.10, 11 and 12, above.

## **H. Reserve Exchange of Days, Pick-Ups and Trades**

See Article 6.J.

### **I. 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:

1. 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. The flight deck may also contact Crew Scheduling en route on behalf of the Flight Attendant.
2. The airport reserve relief may 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.
3. 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.
4. 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.
5. If no airport reserve is available to relieve a Flight Attendant, a member of Inflight management may relieve the Flight Attendant.

## ARTICLE 8

### 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 month will be made available via IRF and within the computer program used for bidding for training dates, before the bid month. Flight Attendants who are scheduled for training in the bid month will bid for training dates. Training dates will be awarded in seniority order. A Flight Attendant who fails to bid for training in her/his early, base or grace month, or who fails to bid for sufficient dates in her/his early, base or grace month will be assigned a training date. The scheduled training will then be shown on the final bid award.
2. 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.

3. A Flight Attendant will not be scheduled to attend training for more than nine (9) classroom hours a day. Actual instruction time will not exceed eight (8) hours. The Company will identify any optional modules.

4. 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.

## C. Pay

### 1. Training for More than Four Hours

A Flight Attendant shall be paid and credited 4.5 hours of applicable hourly pay for each day she/he attends recurrent or other training scheduled for more than four hours.

### 2. Training Between One and Four 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 paid and credited 2.0 hours of applicable hourly pay.

### 3. Training for One Hour or Less

For each day she/he attends training scheduled for one (1) hour or less, she/he shall be paid and credited one hour of applicable hourly pay.

### 4. Video Attached to the Flight Attendant Information File (FAIF)

a. Any video attached to a FAIF that is five (5) minutes or less

in length will be considered informational and will not trigger pay.

- b. Any video attached to a FAIF that is more than five (5) minutes in length will be considered training and the Flight Attendant will be paid the actual length of the video rounded to the nearest quarter hour.
- c. Any required video not attached to an FAIF will be considered computer-based training and paid in accordance with Paragraph 8, below.

5. 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.1-4, above, or the value of the Trip(s) missed pursuant to the Compensation Section.

6. If a Duty period involves only Deadheading or traveling (i.e., either Deadheading or driving in lieu of Deadheading) to or from training, a Flight Attendant shall be paid and credited the value of a training day pursuant to paragraph C.1-2, above.

7. 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."

8. Computer-Based Training (CBT)

a. CBT for Recurrent/Requalification Training.

If the Company elects to use any method of training such as "home study" to fulfill a Flight Attendant's annual recurrent training requirement, and if such training is approved by the FAA for such purpose, the Flight Attendant will be paid and credited one (1) hour at her/his applicable hourly rate for each two (2) hours of government-approved training, earned in timely completed home study, with a minimum of one (1) hour of credit and 50% of the time in excess of two (2) hours. No such training will exceed eight (8) clock hours.

b. CBT for other than Recurrent Training/Not Attached to an FAIF.

1. In addition to the CBT referenced in Paragraph 8.a, Flight Attendants may be required to perform CBT no more than once per calendar quarter, or four times per calendar year. CBT will never require the Flight Attendant's presence on Company premises.
2. Flight Attendants will be paid and credited at one hour at the Flight Attendants applicable hourly rate for each two hours of training, with a minimum of one (1) hour of credit and 50% of the time in excess of two hours.
3. No Flight Attendant will be required to complete more than ten (10) such clock hours in a calendar year.

9 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 for such training and CBT, if any, but will not be considered to be in active working status.

10. 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. The Company will meet and confer with the Association for the purpose of designating Flight Attendants, Inflight Trainers and Instructors for Check Ride purposes in the event of an unforeseen event or regulatory requirement. 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.

**E. Inflight Trainers and IOE**

Trainers will bid in PBS and obtain a schedule based on their bidding seniority. The Company will then assign trainees IOE with a trainer that has trips conducive to training (i.e., no international flying, correct aircraft type(s) and required amount of hours). Trainers will be qualified to, and will conduct, IOE on all aircraft types, according to the pairings they have been awarded.

**F. Training Expenses**

1. When a Flight Attendant books her/his own travel to and from training, per diem will be calculated based on the domicile times published each bid.
2. When an instructor or trainer needs to travel to attend an AD day, she/he may, at her/his option:
  - a. Book her/his own deadhead(s) and forego per diem; or
  - b. Request the Company to book the deadhead and receive per diem.
3. Flight Attendants who live more than 35 miles from the training location will be provided a hotel for training lasting more than one day.

## ARTICLE 9

### SICK LEAVE

#### A. Sick Leave

1. ACCRUAL. Full-Time Flight Attendants will accrue sick leave at the rate of 4.5 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 2.25 hours for every month in Active Working Status.
2. The maximum accrual for a Flight Attendant's sick leave bank is 1,000 hours.
3. PAY AND USAGE. Sick leave may be used on account of a Flight Attendant's absence due to illness or injury, the need to care for an injured or ill child, spouse, or parent, or as may otherwise be required by law.
  - a. A Flight Attendant who is unable to fly a scheduled Trip(s) will be credited for the Trips(s) missed and will have the value of Trip(s) missed deducted from her/his sick leave accrual.
  - b. A Reserve or Mixed line Flight Attendant who is unable to perform assigned Duty will be credited with the number of hours determined by dividing her/his bid month guarantee by the number of permissible scheduled work days in her/his Bidline type (Mixed, 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.



- 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 sick leave. If an absence is longer than the state waiting period, the Flight Attendant may request to be made whole as described in paragraph B. 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. If the Flight Attendant requests to be returned to her/his registered commuter city on a positive-space basis, the Company will attempt to book her/him on the first available flight. If no flight becomes available within four (4) hours, the Flight Attendant will be offered a hotel room. The deadhead will be on a must-ride basis. A Flight Attendant wishing to use either of these options must first obtain clearance to fly as a passenger from the Company-designated medical service provider. 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, and shall coordinate her/his return to Duty with Crew Scheduling.
- (1) Crew Scheduling will return the Flight Attendant to the Trip when it next transits her/his Domicile, if the trip had been assigned to a Reserve. If the trip was not assigned to a Reserve, Crew Scheduling will assign the Flight Attendant to a trip that releases

no more than two (2) hours later than the release time of the original trip, if such a trip is available in open time. The Flight Attendant will be paid and credited the greater of the value of the original or the new trip, less any applicable sick leave.

(2) 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), except as provided in Paragraph h, below.

(3) A Flight Attendant who is not in a documented step of attendance (ie. Documented Verbal Warning, Written Warning or Final Letter of Warning) will not be assessed a sick call for a day(s) she/he rejoins a trip or notifies Crew Scheduling that she/he is able to return to work.

h. If the sick leave and return to work dates are known at the time of the sick call, Scheduling will remove only that portion of the trip necessary to cover the date(s) of absence and to bring the trip to the Flight Attendant's domicile. The Flight Attendant will be returned to the trip, unless it does not transit her/his domicile, in which case Paragraph 3.g.(2), above, will apply.

i. 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 "greater of" value for the Trip actually flown. 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 credit hours from the trip flown, 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 credit hours on those days.

5. 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. COORDINATION WITH WORKERS COMPENSATION.** A Flight Attendant who is eligible for temporary total disability (time-loss) payments under a state workers' compensation program may, upon request, choose to be made whole, so that her/his combined gross pay from time-loss payments and her/his sick bank will result in no Loss of Pay, from her/his sick leave bank. Upon a Flight Attendant's eligibility for LTD benefits, all sick leave payments shall cease.

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

1. USE OF SICK LEAVE FOR PERSONAL DAYS OFF (PDO). A Flight Attendant will be entitled to use her/his sick 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:
  - a. No sick leave hours used during any three consecutive bid months provided that no part of that three-bid-month period may include a bid month for which another PDO is earned: 1 PDO
  - b. A bid month 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 months.
  - c. A Flight Attendant with a part-time line will be credited with one half of a bid month for a part-time bid month with no sick leave usage.
2. ACCRUAL. The number of PDO's for which a Flight Attendant is eligible shall be maintained for every Flight Attendant who is eligible for them as provided in paragraph 1. above. Unused PDO's will accumulate for the length of a Flight Attendant's employment.

3. USAGE. A Flight Attendant may use PDO's for a guaranteed day off for any reason provided advance notice is given as provided below.
  - a. 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.
  - b. If A Flight Attendant may indicate to Crew Planning, by the 26<sup>th</sup> day of the bid month that is two months prior to the bid month in which the PDO will be used, her/his desire to use a PDO. Crew Planning will grant PDO requests in seniority order. 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. The PDO will be placed on the bidline as a planned absence.
  - c. PDO(s) may not be used:
    - (1) The day before, the day of, or the day after the following holidays: New Year's Day, Memorial Day, Veteran's Day, Thanksgiving or Christmas.
    - (2) More than four days in a row.
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, d or h above) deducted from her/his sick 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 4.5 credit hours. If there are insufficient hours in a Flight Attendant's sick bank, she/he may elect to take the PDO without pay.
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, 4.5 credit hours per PDO, up to the number of hours accrued in her/his Sick Leave bank.

**D. Notifications**

1. A Flight Attendant will notify Scheduling at least one (1) hour prior to check-in that she/he is unavailable for work. Emergency circumstances will be handled on a case-by-case basis.
2. A Reserve lineholder or a Mixed 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 Article 7.
3. 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. A Flight Attendant's sick leave balance will be reflected separately on her/his pay stub.

**F. Attendance Policy**

1. Applicability  
This policy applies to all non-probationary Flight Attendants.

## 2. Absences

- a. Occurrences: Late shows, no shows, unable to contact (UTC) and controllable WP (without pay).
- b. Sick calls: each duty period of the sick call will be considered an absence for purposes of the attendance review and discipline.
- c. Protected absence: any absence for which an applicable federal, state or local law (e.g., FMLA, WFCA, OFLA, etc.) prohibit the Company from assessing an absence or any other disciplinary consequence.
- d. Company or contractual leaves will not be charged as occurrences.

## 3. Attendance Review (AR)

An attendance review is not disciplinary. It is designed to inform the Flight Attendant of a need for improvement; to advise her/him of any tools that may be helpful in improving attendance; and to notify the Flight Attendant that further absences could lead to discipline.

- a. The AR will be conducted via Company email unless the Flight Attendant requests an in-person meeting. If there is an in-person meeting, she/he has the right to representation.
- b. The AR will be triggered once a Flight Attendant reaches either of the following within a rolling twelve (12) month period:
  - i. Ten (10) total absences (sick calls or or combination of sick calls and occurrences); or
  - ii. Four (4) occurrences.
  - iii. Examples: A Flight Attendant will receive an AR if she/he incurs any of the following in a rolling 12-month period:
    - (a) 10 sick days;
    - (b) 2 late shows, 1 no show and 1 UTC

(c) 7 sick days and 3 late shows.

c. A Flight Attendant will remain in active AR status until enough absences drop off her/his record so that she is below the AR threshold. Before discipline can be issued under Paragraph F.4, below, the Company will review the Flight Attendant's record for the previous 12 months to determine if she/he is still on an AR.

4. Progressive Discipline

a. While a Flight Attendant will remain on an active AR only for so long as she/he has enough absences to qualify for an AR, progressive discipline will remain active for twelve (12) months from the date of the triggering absence (six (6) months for a six-month DVW).

b. Documented Verbal Warning

(1) A Flight Attendant who incurs an absence while in the first six (6) months of an active AR will receive a Documented Verbal Warning (DVW). The DVW will be issued by Company email unless the Flight Attendant requests an in-person meeting. The Flight Attendant has the right to be represented at such meeting.

(2) A Flight Attendant who does not incur an absence in the first six months of an AR but then incurs an absence while in the second six (6) months of an active AR will receive a reminder that she/he is on an active AR and that continued improvement is necessary. If she/he incurs a second absence within twelve months of active AR, she/he will receive a DVW via Company email unless the Flight Attendant requests an in-person meeting. The Flight Attendant has the right to be represented at such meeting.

(3) A Flight Attendant who has not previously been issued a DVW during her/his tenure as a Flight Attendant will be issued a 6 month DVW (6DVW). This is a one-time chance to have the DVW

become inactive at 6 months with no sick calls or occurrences. If this is achieved, a documented improvement letter will be sent to the Flight Attendant.

c. Written Warning (WW)

(1) A Flight Attendant who incurs an absence while in the first six months of a DVW will receive a Written Warning (WW).

(2) A Flight Attendant who incurs an absence while in the second six months of a DVW will be reminded by her/his supervisor that she is on a DVW and that continued improvement is expected. If the Flight Attendant incurs a second absence within twelve months of the occurrence that triggered the DVW, the Flight Attendant will receive a Written Warning (WW).

(3) A WW will be issued in person, and the Flight Attendant has the right to representation at the meeting.

d. Final Letter of Warning (FLOW)

(1) A Flight Attendant who incurs an absence while in the first six months of a WW will receive a FLOW. The FLOW will be issued in person with Association representation if requested.

(2) If the first absence is more than 6 months from the WW then a supervisor will reach out to remind the Flight Attendant of the active WW and that continued improvement is necessary. If there is second absence within one year of the WW, a FLOW will be issued in person with Association representation if requested.

e. Termination Review

The first absence after a FLOW is issued will trigger the termination review process. During the review, consideration



may be given for length of time since FLOW was issued; however at this point, immediate and continued improvement has not been shown. The ability to maintain an acceptable attendance record and to be at work on a predictable basis is in question. The Flight Attendant may be terminated at this point.

6. Special circumstances will be handled on an individual basis at the sole discretion of the Company. The Company retains discretion to decline to issue any level of discipline in the case of special circumstances.
7. Flight Attendants may view and monitor their attendance records in e-Crew. If the Flight Attendant notices an error or discrepancy, she/he should contact a supervisor. At any point in the process of meeting with a supervisor, the Flight Attendant may request and will receive representation. The meeting will be suspended until representation is available.

## ARTICLE 10

### MEDICAL EXAMINATIONS

- A.** A Flight Attendant will be required to submit to any medical, mental health or physical examination(s) or test(s) when the Company determines that reasonable grounds exist to establish that a Flight Attendant's medical, mental or physical condition is impaired enough to question her/his ability to perform the essential functions of the job of Flight Attendant. The Flight Attendant will be notified in writing of the reason for the request.
1. When the Company withholds a Flight Attendant from service pursuant to this Article, the following will apply:
    - a. She/he will be paid for any actual time lost due to being withheld.
    - b. On the day of the exam, the Flight Attendant will be paid and credited the greater of four and one half (4.5) hours or the actual time that is dropped for each day.
  2. When required by the Company, transportation to and from exams will be provided at Company expense as follows:
    - a. Flight Attendants not residing in the greater metropolitan area of the exam location will be provided positive-space online travel, non-bumpable to and from any Alaska Airlines serviced city (and/or any flights listed in FLY) and the airport serving that city of the exam location.
    - b. Ground transportation from the airport to and from the exam will be provided, in addition to a hotel room if the Company requires an over-night stay or if the Flight Attendant's restrictions require an overnight stay; per diem will be paid if the Flight Attendant is away from domicile.
      1. Total time spent in transit and at an appointment combined shall not exceed 12 hrs without the offer of a paid hotel room being provided.
      2. Time is calculated from one (1) hour before flight/transit until five (5) minutes after the scheduled or rescheduled return flight/transit.

whichever is greater.

3. Flight Attendants will be provided copies of all medical evaluations, reports, test results and diagnostic interpretations or given the option to have them sent to the doctor of their choice.

**B.** A Flight Attendant who disputes the Company's interpretation of a medical examination required by the Company and performed by a doctor selected by the Company may, at her/his option, have a review of her/his case in the following manner:

1. Within fifteen (15) days of the date she/he is presented (in person or by phone followed by written correspondence to the employee's home address with a return receipt) of the Company's written interpretation, she/he may employ (i.e., see or make an appointment with) a qualified doctor of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the doctor employed by the Company.
  - a. The Flight Attendant will provide her/his chosen doctor with copies of all medical evaluations, reports, test results and diagnostic interpretations completed by the doctor employed by the Company (or request that such documentation be sent to the doctor of her/his choice).
  - b. In the event the employee fails to comply with the time limits set forth above, the results of the original Company examination will govern and no further medical review of the case will be afforded.
  - c. The Flight Attendant shall not be compensated pursuant to A.1 above for any period of time the Flight Attendant is disputing the Company's interpretation unless and until the Flight Attendant is ultimately found "fit for duty," in which case the Flight Attendant will be paid pursuant to B.8 below.
2. A copy of the findings of the doctor chosen by the employee will be furnished to the Company within fifteen (15) days following the examination; in the event that such findings verify the findings of the doctor employed by the Company, no further medical review of the case will be afforded.

3. In the event that the findings of the doctor chosen by the employee disagree with the findings of the doctor employed by the Company, the Company will, at the written request of the employee, ask that the two (2) doctors agree upon and appoint a third qualified and neutral doctor, for the purpose of making a further medical examination of the employee. The employee shall submit such a written request within twenty (20) days of her receipt of the report or proof of delivery of such report. In the event the employee fails to submit such a written request, the results of the original Company examination will govern.
4. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) neutral doctor approved by the Company doctor and the employee's doctor, will constitute a board of three (3), the majority vote of which will decide the case.
5. The expense of employing the neutral doctor will be borne equally by the Company and the Flight Attendant. Copies of such doctor's report will be furnished to the Company and to the employee.
6. Transportation to and from the exam and hotel expenses, if necessary, will be provided pursuant to A.2., above.
7. When a Flight Attendant is removed from flight status by the Company as a result of failure to pass the examination (including a "Fit for Duty Analysis") and appeals such action under the provisions of this Article, she/he will be returned to service if ultimately found "fit for duty."
8. If a Flight Attendant is ultimately found "fit for duty," she/he will be paid the greater of her/his actual time lost or for the time withheld based on the average of the last twelve (12) full bid months actually worked for any time the Flight Attendant was withheld from service to the extent that such time was not already compensated by the Company. The Flight Attendant will be made whole for all benefits and accruals. The above calculation(s) will be done on a monthly basis.
9. This Article provides the sole process for disputing the Company's interpretation of a medical examination required by the Company under this Article. The outcome is not subject to the grievance procedure under Article 23.
10. The Company doctor, the Flight Attendant's doctor and the neutral doctor will be provided with the flight attendant job analysis which was in use at the time the Company determined reasonable grounds existed

to exercise the provisions of this Article and will make a determination that the flight attendant is or is not fit for duty based on the duties described in the job analysis.

11. For the narrow purposes of this Article, "doctor" will mean a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO).

C. Access to medically privileged information obtained during physical examinations under this Article 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 11

### 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	2.1666 hours	52 hours
Between 5 and 20 years	3.25 hours	78 hours
Over 20 years	3.9583 hours	95 hours

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:

Years of Service	Accrual rate per pay period	Accrual rate per year
5 Years or less	1.0833 hours	26 hours
Between 5 and 20 years	1.625 hours	39 hours
Over 20 years	1.9792 hours	47.5 hours

3. 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.

4. 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; and a Flight Attendant with more than 20 years is limited to 142.5 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.10.b.2 below. Notwithstanding the above,

a Flight Attendant with more than the maximum accumulation in her/his vacation bank on December 31 will be paid out up to 17 hours of vacation in lieu of forfeiture. Payment will be made on the second semi-monthly check in January of the following year. A Flight Attendant who voluntarily transfers to a domicile in which there are insufficient weeks to replace vacation held in her/his previous domicile may cash out all or part of any unused vacation.

## **B. Vacation Scheduling**

Vacation periods will be made available only in seven day blocks, running Monday through Sunday. 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 PT on October 1 of each year, the Company shall post electronically for 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 electronically all of the vacation periods available for bid at each Domicile during the following year.
3. Flight Attendants will bid for vacation slots electronically no later than 1700 local time on October 21.
4. The vacation awards shall be posted electronically no later than 1700 local time on November 1.
5. 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.

6. Second Round Bidding

- a. The Company will post any remaining vacation weeks after the awards are posted under Paragraph B.4. Flight Attendants may submit bids for remaining weeks until 1700 on November 22. These bids will be honored in domicile seniority order no later than November 30.
- b. After this second round of 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 Managing Director of Inflight/designee at least thirty (30) days prior to the bid period containing the vacation period. If a Flight Attendant requests a vacation period that is not then available, she/he can request to be placed on a "first come, first served" wait list for that period. Should the vacation later become available, it will be awarded to the Flight Attendant at the top of the waiting list. Flight Attendants are responsible for removing themselves from the wait list if they no longer have an uncommitted seven days or no longer desire that vacation period.
7. A Flight Attendant may also request "day-at-a-time" vacation electronically, which will be granted on a "first-come, first served" basis if there are sufficient crews and Reserves available for all days of Duty affected by the request. The request may cover only a portion of a trip. Any such vacation request will be approved or denied immediately.
8. 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 Managing Director of Inflight/designee for approval by the deadline established for vacation requests for the bid period prior to the bid period containing: (a) the drop; or, (b) the earlier of the vacation periods involved in the exchange.
9. If a Flight Attendant changes Domiciles voluntarily, 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 Managing Director of Inflight will attempt to accommodate vacation plans if staffing permits. If a Flight Attendant changes Domiciles involuntarily, she/he



will have the same vacation periods she/he had at the previous domicile.

10. 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 at the rate of 2.43 hours per day.
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 2.43 hours per day.
3. In the case of a Mixed line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will be 2.43 credit hours per day.
4. For vacation taken day at a time, the daily credit, pay and charge will be as follows:
  - a. 4.17 hours for a Reserve day dropped by a Reserve Line holder.
  - b. 3.67 hours for a Reserve day dropped by a Mixed Line holder.
  - c. The credit value of the trip dropped for a Regular Line holder. For vacation day at a time that results in a Scheduled or Mixed 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 credit hours 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.
7. Crew Scheduling will make every effort to ensure that a Flight Attendant is returned to her/his domicile prior to midnight on the first day of her/his vacation. When a Flight Attendant's vacation is affected by irregular operations (e.g., she/he is flown into her vacation), the Flight Attendant will be paid and credited three (3) hours for each impacted vacation day, in addition to all other compensation due.

## ARTICLE 12

### 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.

1. Items supplied by the Company are as follows:

#### All Flight Attendants

- \* 2 nametags/wing combination
- \* 1 belt (required with belt-loop items only)
- \* 1 suitcase
- \* 1 day bag/turn bag
- \* 1 apron
- \* 1 all-weather coat
- \* 1 transitional jacket

#### Women

- \* 5 tops (any style available)
- \* 2 bottoms (any style available)
- \* 1 finishing piece (any style available)
- \* 2 scarves

#### Men

- \* 5 tops (any style available)
- \* 2 bottoms (any style available)
- \* 1 finishing piece (any style available)
- \* 2 ties

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

- \* shoes
- \* socks (or stockings)
- \* wristwatch

3. Flight Attendants may wear/carry additional optional items provided they comply with Air Group uniform policies and have a professional appearance.

- \* eyeglasses
- \* jewelry
- \* gloves (black)
- \* winter scarf (black)
- \* garment bag (black)
- \* backpack (black)
- \* tote bag (black)
- \* umbrella (black)
- \* hat (black)
- \* wool coat (black)
- \* Company designated optional purchase items

4. INITIAL ISSUE UNIFORM FEE. Except as so expressly provided, all uniform costs shall be paid by the Flight Attendant. As a condition of its initial employment offer to a Flight Attendant, the Company shall require payment of an amount that equals the Company's cost of the initial-issue new items selected by the Flight Attendant. The Company will establish a basic uniform requirement as outlined in Section B.1. Additional uniform pieces may be purchased from the Company's in-stock supply or uniform supplier at the new hire's expense. The Company may allow the Flight Attendant to pay 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 pay period.

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 outlined in this Article, the Company will pay for certain alterations, uniform replacement, and maintenance charges.

1. 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. Alterations required or requested to any optional pieces will be at the Flight Attendant's expense. Flight Attendants may use the uniform-replacement bank in Section D, below, to pay for alterations to optional pieces.

2. UNIFORM MAINTENANCE EXPENSES. A full-time Flight Attendant shall be paid \$40 per month for the maintenance of her/his uniform. A part time-Flight Attendant, or a Flight Attendant who is ineligible for benefits, shall be paid \$20 per month for the maintenance of her/his uniform.

**D. UNIFORM REPLACEMENT**

1. The Company will exchange items of initial issue at no cost to the Flight Attendant when replacement is necessary due to defective manufacture, as determined by the Managing Director of Inflight, or in case of uniform style change.
2. On January 1 of each year, the Company will credit the uniform replacement bank of each full-time Flight Attendant with \$300 and each part-time Flight Attendant and Flight Attendant who is ineligible for benefits with \$190. The bank may be used to purchase required or optional uniform pieces.
  - a. For Flight Attendants who, as of January 1, have not completed one year of employment, the amounts credited to their banks will be:

	Full-Time	Part-Time
Under 3 months	\$0	\$0
3-6 months	\$130	\$85
6-9 months	\$228	\$163
Over 9 months	\$300	\$190

- b. A Flight Attendant cannot have more than two years' accrual in her/his uniform replacement bank.
- c. If aggregate uniform costs increase, the uniform credit amounts listed in Paragraph D will be increased

proportionately. The Company will notify the Flight Attendants of any changes to the cost of uniform pieces.

- d. Day bags and suitcases are exempt from the uniform-replacement bank. The Company will replace these items when needed, provided that the Flight Attendant returns the piece(s) to be replaced.
- e. The uniform replacement bank is solely intended for the individual Flight Attendant and is not transferable to other Flight Attendants or individuals.
- f. The price of individual items will be made available by the Managing Director, of Inflight or her/his designee. A Flight Attendant is not required to turn in a used item in order to receive the replacement allowance.
- g. Amounts in the Flight Attendant's uniform replacement bank may be used by the Flight Attendant to pay one hundred percent (100%) of the cost of replacing any basic or optional item(s) at the uniform source designated by the Company and one hundred percent (100%) of any uniform alterations incurred and supported by receipts.
- h. At their option, Flight Attendants will be reimbursed up to \$50.00 from their uniform bank for the cost of uniform-compliant shoes. The Company may require the Flight Attendant to provide receipts.

#### **E. RETURN OF UNIFORMS**

Flight Attendants shall retain their uniforms while on furlough or leave of absence. No part of the initial issue uniform fee shall be refunded upon termination; however, initial issue uniform items may be retained.

#### **F. UNIFORM CONCERNS**

Should any professional standards issue arise with regard to uniforms, the Company will meet with the Association's Uniform Committee to discuss the issue.

## ARTICLE 13

### 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 14 and 15), 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 at Horizon Air or Alaska Airlines 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, pairings 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 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 thirty-five (35) 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 bid month. 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 Managing 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 14

### 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 Managing Director of Inflight. When a Flight Attendant begins a Leave of Absence, the remainder of her/his awarded bid line shall be dropped into open time. Once she/he is able to return

to work, available Trip and/or Reserve assignments will be processed pursuant to Article 6.D.20.c.

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 Managing 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 governing maternity, medical and protected leaves is currently the responsibility of the Confidential Medical Department. The Managing Director of Inflight or designee administers all other leaves of absence. All requests for leaves of absence should be submitted by the Flight Attendant in the format prescribed by the Company. The Managing Director of Inflight or the Confidential Medical Department, 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.
7. When released to do so by her/his medical provider, a Flight Attendant may attend recurrent training during a leave in her/his early, base or grace month. The Flight Attendant will notify her/his supervisor of their desire to bid and will follow normal bidding procedures to schedule her/his recurrent training. The Flight Attendant will be paid pursuant to Article 8, but will not be returned to active working status solely because of attending recurrent training.
8. Travel While on Leave of Absence

A Flight Attendant wishing to travel to attend Recurrent Training, before

her/his travel benefits have been reinstated, will be allowed one (1) round trip Company Business non-bumpable pass to do so. The pass may be obtained by contacting Inflight Management and will be valid for use the day prior or the day of and the day of or the day after the scheduled Recurrent Training. A Flight Attendant who needs to commute to domicile upon completion of a leave but whose passes are not yet reinstated, will contact Inflight Management to obtain permission to travel.

## **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. The leave may be extended up to one additional year upon demonstration of continuing disability. Unless otherwise provided for by state or federal law, the maximum time a Flight Attendant may remain on a medical leave is two years. If the leave is not protected by such law, 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, her/his schedule will be processed pursuant to Article 6.D.20.c until the next bid period for which she/he is able to bid.

3. Sick leave will be paid during a Medical Leave of Absence until it is exhausted, unless or until the Flight Attendant elects that it not be paid. Once discontinued, sick leave may not be resumed during the Leave. Vacation pay may be requested in conjunction with the start of the Leave of Absence, or upon exhaustion of sick leave. Requests for vacation pay to begin (after sick leave exhaustion) must be received in writing by Crew Pay Services at least 10 days prior to the date the semi-monthly check is paid in order to be effective for that semi-monthly check.

Example: The next semi-monthly check for Flight Attendants will be issued April 20. Crew Pay would have needed notification by April 10 in order for it to make the next 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, unless the Flight Attendant has returned to Active Working Status for at least thirty (30) days. "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 Medical 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 leave use will be governed by Article 9.A.3.e.
  
- 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. When more than one Workers' Compensation Leave 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, unless the Flight Attendant has returned to Active Working Status for at least thirty (30) days. "Same condition" includes a related condition, treatment for the condition, a complication arising out of the condition or an aggravation of the condition.

### **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 leave. Requests for vacation pay to begin (after sick leave exhaustion) must be received in writing by Crew Pay Services at least 10 days prior to the date the semi-monthly check is paid in order to be effective for that semi-monthly check.

Example: The next semi-monthly check for Flight Attendants will be issued April 20. Crew Pay would have needed notification by April 10 in order for it to make the next 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;
  - d. because of a serious health condition that makes the employee unable to perform the functions of her/his job;
  - e. or a qualifying exigency leave related to a covered military member who is a member of the National Guard or the Reserves; or



- f. to care for a service member who incurred a serious injury or illness in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.
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. Time on a Personal Leave of Absence is not included in determining length of service with the Company. Notwithstanding Article 13.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 to the vendor that manages leave requests for the Company and requires approval of the Managing Director of Inflight or her/his designee. 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 twelve months.
  - a. Except when needed because of an emergency, if the length of the requested leave is four 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 shall be submitted no later than 60 days from the requested start date, unless circumstances do not allow the Flight Attendant to give 60 days' notice.
  - 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 line with Trip and/or 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, a Recuperative Leave of Absence for the period after her period of disability, and a Parental Leave of Absence after the Recuperative Leave for additional baby-bonding time. She may submit a combined request for these leaves to the vendor that manages leave requests for the Company, to cover the entire period of time from when she wants to stop working until the time she plans to return to work.

1. 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, or two years if extended) 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. **Parental Leave**

1. The Company will provide Flight Attendants with a Parental Leave of up

to twelve months of unpaid leave to care for a newborn child, adopted, or foster child. Parental Leave runs concurrently with all other leave entitlements provided by the Company.

2. Parental Leave must be completed within twelve months of the birth or adoption or foster care placement of a child. Parental Leave cannot be taken on an intermittent basis.
3. Flight Attendants should provide notice in writing to the vendor that manages leave requests for the Company at least 60 days in advance of the request for leave. Unless needed because of an emergency, the commencement and expected date of return of a Parental Leave must coincide with the beginning of a bid period. A Flight Attendant desiring to return to work prior to the date of expiration of the leave must give at least two weeks' notice prior to the new expected date of return and may only return to work early with Company approval.
4. A Flight Attendant on a Parental Leave of Absence may continue group insurance coverage to the extent permitted by COBRA, provided she/he complies with all requirements of COBRA.
5. A Flight Attendant shall continue to accrue Flight Attendant seniority while on Parental Leave for all purposes except pay. Notwithstanding Article 13.A.3, when determining the date that a pay scale step increase is due, time on a parental leave of absence shall not be counted. Neither sick leave nor vacation shall accrue.

#### **J. 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 Managing 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 (*i.e.*, natural parent, stepparent, domestic partner's parent, parent-in law, legal guardian or adoptive parent), grandparent (*i.e.*, natural grandparent, step-grandparent, domestic partner's grandparent, grandparent-in law, legal guardian or adoptive grandparent), spouse, domestic partner, child (*i.e.*, natural child, legally adopted child, child of domestic partner or stepchild, or child for whom the Flight Attendant has been named legal guardian through the U.S. courts), grandchild (*i.e.*, natural grandchild, legally adopted child of the Flight Attendant's child, or child for whom the Flight Attendant's child has been named legal guardian through the U.S. courts), brother or sister, or any other person named in the Horizon Air Bereavement Policy, 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 Managing Director of Inflight. The Managing 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.

**K. Jury Duty and Job-Related Court Appearances**

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.
3. Court Appearances
  - a. Job-Related

- (1) A Flight Attendant will be released from work with no loss of pay or attendance occurrence when she/he is subpoenaed to appear as a witness or deponent in any proceeding arising out of or connected with her/his employment with the Company.
- (2) If she/he is subpoenaed to appear on a scheduled day off, she/he will be paid and credited four and one-half (4.5) hours.
- (3) Once a Flight Attendant has been served with the subpoena, or authorized her/his representative to accept service on her/his behalf, may add, swap or trade into a trip with a greater credit value that operates on the day(s) covered by the subpoena; pay protection, however, will be capped at the value of the trip on her/his line at the time of service/authorization to accept service.
- (4) The Flight Attendant must notify the Company of the subpoena as soon as practicable.

b. Non-Job Related

If a Flight Attendant is subpoenaed to appear as a witness or deponent in any proceeding that is not arising out of or connected with her/his employment with the Company, the Flight Attendant may be subject to an attendance occurrence, as allowable by law. The absence will be without pay unless required by law.

L. Light Duty

1. A light duty assignment may be made only when the Flight Attendant meets the skill level necessary for the position and her/his medical provider certifies that she/he is able to perform the job.
2. Light duty will be performed in the Flight Attendant's domicile. Upon request, and if available, the Flight Attendant, may perform light duty in any domicile, co-domicile or the station nearest to the Flight Attendant's permanent residence that is served by the Company.

3. No light duty assignment will expose the Flight Attendant to confidential information regarding her/his co-workers.
  
4. A Flight Attendant performing light duty will be considered to be in Active Working Status. Company benefits, including travel privileges and credit toward retirement, will remain in effect when the Flight Attendant works light duty. She/he will also continue to accrue sick leave and vacation.

## ARTICLE 15

### 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 pairing packages for a bid month. For any furlough not coinciding with the beginning of a bid month, 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 twelve bid months, 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 tenth bid month 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 month. 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 month. No Flight Attendant shall be terminated for failure to respond to an Emergency Service request under this Section C.

## ARTICLE 16

### 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 Managing 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 17 (Moving Expenses). However, a Flight Attendant that voluntarily transfers shall not be entitled to any moving expense reimbursement under such Article, unless she/he transfers pursuant to Section C.3, below.

#### 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 40<sup>th</sup> day before the first day of the bid month for which the transfer is requested and will only be effective for the one bid month.
- c. A Request for Transfer may be withdrawn at any time 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 23<sup>rd</sup> day before the first day of the bid month 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 before no sooner than four bid months after the effective date of the original transfer. For example, a Flight Attendant transfers from BOI to PDX effective June 1. She may then bid for a transfer that would be effective no sooner than October 1.
- b. Notwithstanding the foregoing limitation, the Managing 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 15, 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 17).
3. A newly established domicile shall be considered to be a "new domicile" for a period of five (5) consecutive bid months. Flight Attendants voluntarily transferred during such period shall be considered as transferred at Company request and their moving expenses shall be paid by the Company per Article 17.C.

**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/he 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 17.
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 15.

#### **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.

**G. Temporary Vacancies**

1. When a vacancy(ies) occurs at a domicile that is expected to last for no more than three bid periods, the Company may post such vacancy(ies) at least 40 days prior to the start of the affected bid period.
  - a. A Flight Attendant may bid for some or all of the posted bid periods. A Flight Attendant must be available to work an entire bid period (e.g. employees with awarded vacation or on a leave of absence are not eligible to bid for a temporary vacancy).
  - b. A Flight Attendants may not bid for a temporary vacancy at her/his own domicile.
  - c. Bids will be awarded in system seniority order.
  
2. A Flight Attendant awarded a temporary vacancy at another domicile will:
  - a. Bid for and be awarded a line of time in the temporary domicile using her/his system seniority.
  - b. Receive lodging at a Company designated crew hotel and per diem pursuant to Article 4. Per diem will be paid for the entire bid period with a maximum of twenty-four (24) hours per day.
  - c. The Flight Attendant will be allowed to keep her/his vehicle in employee parking at her/his domicile, or receive parking at the temporary domicile at her/his option.
  - d. Be provided with positive space on line travel, non-bumpable, to and from any Alaska Airlines serviced city (and/or any flights listed in FLY) to the temporary domicile:
    - (1) Prior to her/his first trip or reserve block in the temporary domicile;
    - (2) At the end of her/his last trip or reserve block in the temporary domicile; and
    - (3) One additional round-trip between the Flight Attendants domicile or commuter city and the temporary domicile for each bid period of the

temporary vacancy.



## ARTICLE 17

### 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 16 (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 be eligible for moving expenses if, due to her/his seniority, she/he would have been forced to move, even if she/he volunteered to transfer. 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 Managing 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. If the new domicile is fewer than 350 AAA miles away from the Flight Attendant's current domicile, moving expenses shall be compensated as follows:
  - a. 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.
  - b. 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, or the current IRS allowable mileage rate for moving purposes, whichever is higher. In establishing the mileage the Company may use the shortest road distance

specified in the Rand McNally road atlas or other similar mileage source.

- c. A relocation allowance of \$200.00 to cover miscellaneous expenses incidental to moving, such as motels and meals.
2. If the new domicile is more than 350 AAA miles away from the Flight Attendant's current domicile, moving expenses shall be compensated as follows:
  - a. The actual documented costs of moving household effects and personal goods, including the cost of insurance, storage, packing, drayage and unpacking of her/his furniture and household effects, up to a maximum of 12,500 pounds.
  - b. Payment for automobile mileage, not to exceed miles actually driven, of two (2) vehicles). The mileage rate shall be the rate allowed by the IRS for favorable moving expense tax treatment, and the mileage shall be established either by AAA Trip-Tick, Rand McNally road atlas, or similar mileage source for the shortest reasonable driving route between the two points.
  - c. Meals and hotel rooms incurred en route to the new domicile up to a maximum of \$200 per day. Each 350 miles of distance, or portion thereof, will be eligible for one day of such expenses.
3. If a Flight Attendant's present residence is other than the present domicile, the Company shall pay for the move from the Flight Attendant's present residence to the new domicile, but not greater than an amount equivalent to be paid for a move from her/his present domicile.
4. A Flight Attendant must actually move to the new domicile to be eligible for Company-paid moving expenses.

## ARTICLE 18

### 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 19

### 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 previous calendar year.
  - a. A Flight Attendant who was not in Active Working Status every day during 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, uniform maintenance allowance and uniform-replacement bank.

#### *Examples:*

*Flight Attendant A worked the January, February and March bid months (90 days) and was furloughed for April, May and June (91 days). Following recall, she worked July, August and September (92 days), and was again furloughed for October, November and December (92 days). She therefore worked 182 days out of the year, and was credited with 410 hours for pay. To determine her eligibility for benefits for the following calendar year, we take her 410 credit hours. This is not at least 550 hours, so we then consider that she was on furlough for 183 days. We multiply  $183 \times 1.571 = 287.49$ . Add that to 410, and we get 697.49. Since that number is at least 550, the Flight Attendant is eligible for Full-Time benefits.*

*Flight Attendant B was hired effective October 24. He was credited with 18 hours for October and was credited with 80 hours in November and 91 hours in December, for a total of 189 hours for the year. This is less than 550, so we take the number of days in the year before he was hired, which is 297. Multiply  $297 \times 1.571 = 466.59$  constructive credits for the January 1-October 23. Add that to his 189, and he has 655.59 credits. 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 during the rest of the year. 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 during the rest of the year. 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 in the following year, 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, beginning on the first day of the month following the bid month in which she/he reached 550 credit hours, starting on January 1.

*Example: A Flight Attendant had only 460 credits for 2020. If the Flight Attendant has earned or has been constructively credited with 550 hours by July 24, 2021, she/he will again become eligible for full-time benefits on August 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, and except to the extent modified by this Agreement:

- 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 1,000 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). Premium rates and deductibles may change once per year at Open Enrollment (to be effective beginning with the new benefit year).
  - (1) The Flight Attendant's share of the monthly premium for employee-only coverage shall not increase by more than:
    - (a) \$10 per month more than the prior benefit year;
    - (b) An amount that does not increase the Company's percentage of total premium cost compared to the prior benefit year;  
or
    - (c) 15% more than the prior benefit year.
  - (2) Dependent Coverage: The employee cost for dependent coverage shall continue to be adjusted so as to provide the Company an anticipated recovery of approximately 50% of its cost for dependent coverage expenses.
  - (3) Deductible increases, if any, will be limited to 20% compared to the prior benefit year.
- d. Short-Term Disability. Flight Attendants will be provided with a short-term disability plan that replaces 40% of their income, with the option to purchase additional coverage. Flight Attendants are not required to exhaust sick leave or vacation time as a condition of eligibility.
- e. Long Term Disability (LTD) Insurance. Long-term disability will commence upon expiration of short-term disability benefits. Flight Attendants are not required to exhaust sick leave or vacation time as a condition of eligibility.

- f. On-line and interline non-revenue and reduced rate travel privileges (for employees and certain eligible dependents).
- g. Savings Investment (401k) Plan. The Company will match each Flight Attendant's contribution to her/his 401(k), up to the greater of six percent (6%) of the Flight Attendant's eligible earnings, or the match provided to the Company's administrative employees.
- h. Performance Based Pay Plan.
- i. IRC Section 125 (Cafeteria) Plan.
- j. Flexible Spending Accounts (Health Care and Dependent Care Reimbursement).
- k. Retiree on-line and interline non-revenue and reduced rate travel privileges (for retirees and certain eligible dependents). Flight Attendants will be eligible for retiree travel if they:
  - i. Are at least 50 years old;
  - ii. Have at least 10 years of service with the Company; and
  - iii. Their age plus their years of service equals at least 65.

**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 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 she/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; 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, beginning on the first day of the month following the bid month in which she/he reached 350 credit hours, starting on January 1.
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) and Short Term Disability (STD) Insurance There is no LTD or STD 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, except that the Company may not change Paragraph A.2. f and/or j without the Association's written agreement.

**D. Ineligible for Benefits**

A Flight Attendant in Active Working Status who has been credited with fewer than 350 credit hours during 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 month in which she/he reaches the necessary eligibility threshold.

**F. Notice of Status**

Upon request, the Company will provide a running total of each Flight Attendant's actual and constructive credits.

## **ARTICLE 20**

### **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 21

### 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 cannot 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 FLY, or successor 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. Requests for Association business leaves shall be approved when staffing levels permit. Requests shall be submitted to the Director of Inflight Operations & Labor Relations or designee 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) and the specific Trips 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. Notwithstanding this limit, the Company will grant Association Business Leave to the MEC officers and LEC Presidents to attend meetings of the AFA Board of Directors and the CWA convention.
  - b. Pay for Union leave. When a Flight Attendant is excused from a trip, the Company shall pay the Flight Attendant as though she/he had worked the dropped trip, and will then invoice the Association, and the Association shall pay the Company as

described in Section 3, 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).
2. During the period during which amendments to this agreement are being negotiated pursuant to Article 27, the following shall apply at the option of the Association:
- a. Notwithstanding the provisions of paragraph 1 & 1.a, above, three (3) Flight Attendants designated by the Association shall be awarded Association business leave on any days specified by the Association for the purpose of negotiation or negotiation preparation. 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.

### 3. 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 26, Section C; and

(d) At the discretion of the MEC President, he or she may use, or assign to any Flight Attendant at the MEC or LEC level, up to four (4) pre-planned company requested union business days per bid month, to be paid at four-and-one-half (4.5) hours per day.

(2) When a Flight Attendant is able to perform some portion of a Trip, the Flight Attendant will be credited with the difference between the original Trip value and the value of the new trip, recalculated based on the same driver used to

determine the value of the original trip plus 4 credit hours per day of Association activity.

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 new trip, recalculated based on the same driver used to determine the value of the original trip.

4. Flight Attendant and Company seniority shall be retained and continue to accrue during a leave for Association business.

5. 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.

6. The Company will grant an unpaid Association Leave of Absence to a Flight Attendant to accept an elected office or staff position with the Association's International Office. The Flight Attendant will retain and accrue seniority during the leave. The Flight Attendant will be considered to be in Active Working Status for the purposes of picking up Trips and travel privileges.

**E. Distribution of Material**

Association information, once shared with the Director of Inflight Operations & Labor Relations or designee, may be distributed through the Flight Attendant mailboxes.

**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 tack.

## ARTICLE 22

### 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 form will also authorize the Company to deduct an additional amount, equal to one-half of one month's dues, for the purpose of satisfying and current or future dues arrears obligation (and continuing until such obligation is satisfied). 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 semi-monthly 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 semi-monthly to the designated officer of the Association.

I further authorize the deduction of any current or future arrears in my dues obligation, at the rate of one-half month's dues per pay period.

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.

Initiation Fee: \$\_\_\_\_ per pay period for a total of \$\_\_\_\_

Monthly Dues/Service Fees: \$\_\_\_\_ per pay period for a total of \$\_\_\_\_ per month

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. 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.
8. To facilitate calculation of dues, the Company shall send the following information each month to the Association in an electronic format that is selectable, editable and in an export-friendly type file:
  - a. A list of Flight Attendants who have separated from the Company due to termination, retirement, resignation, etc.;
  - b. A list of all Flight Attendants who have transferred between bases/domiciles that month;

- c. A list of Flight Attendants on leave of absence, including return to work dates, if known;
- d. A new hire list, including training graduation dates;
- e. Address reports, including phone and email for each Flight Attendant; and
- f. An updated seniority list.

**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, hired on or after May 1, 2003, shall, within sixty (60) days following the beginning of her/his employment or the beginning of her/his employment or as provided for in the Association's Constitution, whichever is later, 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 23

### 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 Managing 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. Grievances

The Association may file a grievance whenever it believes that the Company has violated this Agreement (including disciplinary action). 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 Managing Director of Inflight or her/his designated representative.

1. DISCIPLINARY MATTERS. Disciplinary grievances must be submitted no later than thirty (30) days from the date the Company issued the discipline.
2. OTHER NON-DISCIPLINARY MATTERS. In order to be timely such grievance must be filed within thirty (30) days from the date the Association first had, or reasonably should have had, knowledge of the facts giving rise to the grievance.
3. ASSOCIATION INVESTIGATION. If the Association requests information from the Company, or seeks to review documents, with respect to a Grievance, 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 Managing 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.
3. The Managing Director of Inflight, or her/his designee, shall evaluate the grievance or complaint and render a decision as soon as possible, but not later than twenty-one (21) 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 C. However, if the Flight Attendant or the Association requests further investigation or a meeting, and the Managing 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 Managing 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 C.

### C. 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. A grievance that has been mediated but has not gone to the two-member Board may likewise 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.

#### **D. Mediation**

The parties will hold mediation conferences with a mediator provided by the National Mediation Board at least twice a year. If there are an insufficient number of grievances to fill the conference, the session may be cancelled and the cases assigned to the next conference. 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. 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.

#### 4. Mediation Procedures

- a. 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 authorize the Association, in writing, to act on his/her behalf with full authority to agree to a final and binding settlement of the case.
- b. No one other than the Association will represent the Flight Attendant at mediation, or will be allowed to participate in the mediation.
- c. 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.
- d. 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.
- e. 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.
- f. 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



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.

6. The fees and expenses for the Mediator and conference facilities will be shared equally by the Association and the Company.

## **E. Arbitration**

1. If the Board is unable to agree upon a finding or decision, the Company and Association shall mutually select an impartial arbitrator to decide the matter in arbitration. If the parties cannot agree on an arbitrator within 7 days, they will alternately strike names from the System Board of Adjustment Panel (see Art. 23.G below). The 7-day timeline may be extended by mutual agreement.
2. Arbitrations shall be heard by a three-person Board consisting of the arbitrator, a Company representative selected by the Company, and an Association representative selected by the Association. In matters related to contract interpretation, all three members of the Board will hear and decide the case by majority vote. In disciplinary cases, the Company and the Union may mutually agree to have the arbitrator be the sole Board member to hear and decide the matter.

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.

## **F. Arbitrator Panel**

The Company and the Association will meet during April of each year for the purposes of establishing a panel of eight (8) arbitrators. The parties may agree to keep the prior year's panel by mutual agreement.

1. Establishing the Panel
  - a. The Association and the Company will each exchange a list consisting of (6) arbitrators who are members of the National Academy of Arbitrators. The names common to both lists will be automatically added to the panel.

- b. The names not common to both lists will be combined into one list alphabetically and the parties will strike until only the number of names sufficient to complete the panel remains. A coin toss will determine who strikes first. The Association will call the toss.

**G. Procedural Rules**

1. All grievances shall be in writing, and all decisions on said grievance shall be in writing.
2. All references to "days" in this Article refer to calendar days.
  - a. 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.
  - b. All grievances, responses and submissions to the Board of Adjustment may be made electronically. In that case, the date of receipt shall be the date the document was sent.

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 (unless the member has died, has left employment with the Company, or is on a leave of absence for more than three months).
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 24

### NO STRIKES OR LOCKOUTS

During the term of this Agreement, it is understood and agreed that the Company will not lock-out any employee covered hereby, and the Association will not authorize or take part in any slow-downs, sit-downs, work stoppage, striking or picketing of Company premises.



## ARTICLE 25

### 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), including, any Record of Discussion. 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. Documents originally addressed to the Flight Attendant or relating to disciplinary action against a Flight Attendant may be duplicated upon request. Upon request, the Company will provide a Flight Attendant with an electronic copy of her/his personnel file(s). An Association representative, with written authorization from a Flight Attendant, may also request and receive an electronic copy of the Flight Attendant's personnel file(s).

##### 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 a twelve (12) 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. Professional Standards**

1. 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.
2. 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.

**D. Drug and Alcohol Testing**

1. 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.
2. A Flight Attendant who fails a drug or alcohol test may be eligible for continued employment, provided that she/he has completed all actions required by the FAAS.
3. 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.
4. The Company and the Flight Attendants will participate in the Flight Attendant Addiction Support Program. The FAAS policy will be no less favorable than that applicable to Alaska Airlines Flight Attendants.

**E. 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.

- d. A Flight Attendant wishing to use the commuter policy must register as a commuter from the airport(s) (in the case of a metropolitan area served by more than one airport but treated as the same station for ticketing purposes) nearest her/his permanent residence (address on file with Company) and designate that city as her/his commuter city.

## 2. Listing for Travel

- a. Any Flight Attendant commuting to an assignment must list herself/himself in the employee travel system reservation system. The Flight Attendant must be listed on an appropriate flight, not more than seventy-two (72) 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. This back-up flight 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 an electronic screen shot of the employee travel system with a date and time stamp that the flights were not overbooked at the time she/he listed as specified in paragraph 2.a above. The FLY system provides a date/time stamp on the print-out of its seat availability display screen. This proof will be provided at the time the Flight Attendant requests that the absence be covered under the Commuter Policy.

## 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 five 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.

## 6. Commuter Boarding Priority

- a. Up to 15% of Flight Attendants on the system seniority list may be certified as W-5 commuters. W-5 commuter status will be awarded to eligible Flight Attendants in system seniority order, and will be subject to the following provisions:

- (1) W-5 commuters may use the W-5 boarding priority code for commuting on Horizon flights between their domicile and their designated commuter city (or interim stop(s) between the two cities), to and from assignments and reserve periods.

- (2) The W-5 code may be used only on Horizon flights. Any leg on any other carrier is covered by the general commuter policy. Multi-leg itineraries are permitted so long as all travel is on Horizon (this is for listing all as W-5).

- (3) A W-5 commuter who moves to her/his domicile must notify management and will be removed from the registered commuter program. Actual use of the W-5 code after the move without such notification will be handled as a performance issue and will be governed by the Commuter Pass policy.
- (4) If a W-5 commuter moves to another metropolitan area that is not her/his domicile, she/he will notify management of her/his new designated commuter city. Actual use of the W-5 code after the move without such notification will be handled as a performance issue and will be governed by the Commuter Pass policy.
- (5) A W-5 commuter must take the jumpseat if doing so would allow any X1 or successor code) pleasure traveler to travel on that flight.

- b. No later than January 1 of each year, the Company will review the number of W-5 commuters and will increase/decrease that number proportionate to the number of Flight Attendants on the system seniority list; however, in no event will a W-5 commuter lose her/his status because the seniority list shrinks. In the event the seniority list shrinks, the number will be adjusted downward as required by attrition until 15% of the Flight Attendant seniority list is reached. The annual re-sizing is for determining the number of Flight Attendants who may hold W-5 status. An individual registered commuter will move into W-5 status at any time during the year, by seniority, as attrition occurs.
- c. Misuse of the registered commuter program will be handled as a performance issue and will be governed by the Commuter Pass policy.
- d. In the event of a domicile closure (Article 16.E or other Company action requiring involuntary displacement (Article 16.C and/or D), all Flight Attendants assigned to that domicile who do not move to their new domicile will be awarded W-5 commuter status if they could have held such status as of January 1 of the year of the closure, regardless of the cap, for the remainder of the calendar year. If a domicile closes

between October 1 and December 31 of any year, the W-5 code will apply for those months and for the entire following year. These additional registered commuters will not affect the cap permanently; it will adjust downward to the appropriate number through attrition from the program/Company.

e. If the Company's commuting pilots receive a higher boarding priority than W-5, it will likewise be given to the Flight Attendants.

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 maintain lounges in all domiciles and co-domiciles. At a minimum, each lounge will be furnished with clean, comfortable, living-room style furniture; a separate meal area for meal preparation, consumption and storage, equipped with microwave and refrigerator; adequate storage for crew bags; computers (at least two per domicile/co-domicile exclusively dedicated to check in) and printers; and a separate quiet room. The quiet room and bag-storage areas will be dedicated to, an accessible only by, flight crew.

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.

H. **Employee Assistance Program (EAP)**

1 The Company and the Association will work jointly to coordinate the services of their respective EAPs. The Company will meet at least twice per year with the MEC EAP Chairperson to discuss cooperative efforts and activities.

2 The Company will provide the Association's EAP contact information whenever it provides Company EAP information. Similarly, whenever the Company refers a Flight Attendant to the Company EAP, it will refer the Flight Attendant to the Association's EAP.

3 The Company will provide no less support to the Association's EAP than it does for any other work group's EAP.



4. The Company will provide a SIDA badge for the MEC EAP Chairperson or her/his designees for each domicile and co-domicile. Except as provided in Article 26.F, the Company is under no obligation to provide any other SIDA badges to the Association.

## I. Instructors

1. Qualified Instructors may facilitate Initial and Recurrent Ground School. The compliment of Instructors will be a minimum of 4 (four). The number may be reduced if Initial Ground School classes will not be held for 6 (six) months or more.
2. Inflight management may be used to augment the compliment of Instructors.
3. Instructor schedule(s) will be in blocks of at least three classroom instruction days. These training blocks will be open to only instructor flight attendants. As needed, additional single individual days of instruction/drill support may be available for bid. During bids when only single day(s) of classroom are scheduled (i.e. recurrent ground school), the need for at least three classroom instruction days will be waived. Instruction blocks/days will be awarded by Flight Attendant seniority.
4. Instructors are eligible to facilitate subjects in which they are qualified. Instructors who are gaining qualification will have their subjects assigned. Instruction days will be awarded by flight attendant seniority.
5. Instructors will be subject to performance evaluations. If a Flight Attendant Instructor's performance is deemed unsatisfactory, she/he will be removed from the Flight Attendant Instructor position and returned to line flying. Discipline will not be attached to Instructor performance evaluations. However, management reserves the right to discipline for just cause.
6. Instructors will pre-bid their Instructor schedule which will be entered into PBS as pre-planned absences. If instructing goes un-bid for and cannot be covered by Inflight management, the Company will junior assign Instructors to insure classroom coverage. Flight attendant Instructors are responsible to meet all contractual flight time / credit hour requirements for a monthly bid.
7. Flight Attendant Instructors are required to be a working Flight Attendant on a trip pairing at least once every three (3) months.

8. Flight Attendant Instructors may bid part-time per Article 6N. any bid month that doesn't contain Initial Ground School. If that causes scheduled Recurrent Ground School to go un-bid for and cannot be covered by Inflight management, the Company will junior assign Instructors to insure classroom coverage. Instructor seniority is based on Flight Attendant seniority. All contractual requirements and restrictions of a part-time bid must be followed.
9. Flight Attendant Instructors can pick-up / trade in open time and/or with other Flight Attendants provided that any pick up or trade must meet minimum contractual rest and FAR requirements.
10. Flight Attendant Instructor bid schedules may include weekend work. Flight Attendant Instructors do not receive Company holiday pay.

## ARTICLE 26

### SAFETY, HEALTH AND SECURITY

- A. The Company shall provide a safe, healthy and secure workplace. 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. The Company will also meet at least monthly with the Association's Safety, Health and Security Committee.
- B. 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.
- C. 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 with no loss of pay. The Company shall provide positive space travel for the representative, or shall facilitate inter-line travel if the airport closest to the accident site is not served by the Company or by Alaska Airlines on a scheduled-service basis.
- D. 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.
- E. 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.

- F. The Company shall secure, at no cost to the Association, security badge(s) for the MEC and LEC Safety, Health and Security Chairs that grant access equal to that of Company management at the respective domicile for the exclusive purpose of dealing with safety, health and security incidents involving Company Flight Attendants. Should the Company be unable to secure such badge(s) in certain domiciles, 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.

G. Accidents and Incidents

1. A Flight Attendant shall, upon request, be released from the remainder of her/his trip with no loss of pay or attendance consequences if she/he has been involved in:
  - a. an aircraft accident as defined by the NTSB;
  - b. a serious incident while onboard the aircraft involving any of the following:
    - (1) emergency evacuation of an aircraft or preparation to evacuate.
    - (2) inflight fire.
    - (3) fire or smoke onboard resulting in injuries to a Flight Attendant.
    - (4) aircraft decompression.
    - (5) severe turbulence resulting in injuries or interior damage.
    - (6) death onboard.
    - (7) bomb threat, hijack, hostage or similar situation; or

- c. a serious incident occurring at any point during a trip that involves any of the following:
- (1) physical assault on a Flight Attendant or passenger.
  - (2) natural disasters at a layover location.
  - (3) flight attendant assisting with lifesaving medical emergencies.
  - (4) fire resulting in evacuation of a layover hotel.
  - (5) serious injury to a Flight Attendant.

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.

2. At the request of the affected Flight Attendant(s), the Company will send an Association EAP representative to the scene of the accident/incident if allowed by the applicable authorities. The EAP representative will be given positive space travel and will suffer no loss of pay. Only one EAP representative need be sent per accident/incident, unless circumstances call for greater assistance.
3. Should a Flight Attendant require additional time off following an accident or incident as defined in Paragraph 1, she/he will, upon request, be permitted to drop any trip(s) that checks-in within 7 days of the accident/incident. Such drop(s) will be with no loss of pay or any attendance consequence.

#### H. **New Equipment and Changes in Inflight Service**

1. Demonstrations. 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. The Company will seek the approval of the FAA, the respective governmental authority and/or the aircraft manufacturer to permit the attendance of the Association representative at all government-required certification tests.

2 Should the Company obtain new equipment, modify or reconfigure existing equipment, or desire to change inflight service on a new or existing aircraft or route, the Company and the Association will discuss the working conditions and appropriate service to be afforded on such aircraft, taking into account crew complement, passenger loads and stage length. The Company will take the Association's recommendations into consideration.

I. The Company shall maintain zero tolerance for assaults and/or interference involving crew members. The Company will provide Flight Attendants with adequate resources to aid in the prosecution of any unruly passenger, including all reasonable and necessary travel expenses.

J. The Company shall provide the Association with maintenance reports and records of equipment repair and/or equipment performance reports upon request. The Company shall provide samples of any materials from the airplane requested by the Association, identified and suitably contained for testing and analysis, that may be related to Flight Attendant safety, health and/or security problems.

K. Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft, to remain on board during such a search, or to complete the restoration of cabin furnishings after such a search.

L. Flight Attendants may wear ear plugs, which will be provided by the Company, and, upon request, will be given an annual hearing test at times established by the Company.

**M. Fatigue Review Board (FRB)**

1. If a Flight Attendant reports that she/he is too fatigued to fly at any time after check-in for a trip, she/he will be removed from the trip. When the Flight Attendant is removed from a trip due to fatigue, Crew Scheduling may, per FAR and contractual limitations, assign the Flight Attendant as follows:

a. Deadhead to domicile and be released;

b. Be released to rest at the out station and, after rest, deadhead or fly to rejoin the original trip, or deadhead to domicile and be released;

c. Be released in domicile and, after rest, deadhead to reconnect with the original trip, or fly from domicile on the

original trip; or

- d. Deadhead to the next layover location to resume the original pairing after rest.

The Flight Attendant may request a particular option at the time she/he is removed from the trip. Crew Scheduling will attempt to accommodate the request, but may not be able to do so in all instances. For all options outlined above that refer to the original trip, Crew Scheduling's objective will be to return the Flight Attendant to the original trip. If the Flight Attendant cannot reasonably be returned to the original trip, she/he may be assigned to another trip or assigned to standby reserve (reserve for a reserve line holder) for the remaining day(s) of the original trip.

- 2. The Flight Attendant must submit a fatigue report within three (3) days of the fatigue call.
- 3. The absence will initially be considered as a sick event, and temporarily coded as XX.
  - a. After receiving the fatigue report, the Flight Attendant's supervisor may follow up with the Flight Attendant. She/he will have a copy of the trip key and the Flight Attendant's schedule and, at a minimum, will review the following questions to determine the root cause of the fatigue issue:
    - (1) Are/were you fit to fly?
    - (2) Why are/were you not fit to fly?
    - (3) Please explain what the trip was like?
    - (4) What was happening in the days before the trip?
    - (5) What kind of day were you having on the day you called off?
    - (6) Did you bid for this line and this trip?
    - (7) Did anything unusual happen on the overnight at the hotel on the evening prior to coming off the trip?

- b. If the cause of the Flight Attendant's fatigue is determined to be work-related (e.g., hotel noise, trip analysis), the absence will be excused.
  - c. If the cause of the Flight Attendant's fatigue is determined not to be work-related, the absence will continue to be recorded as sick and will remain an actionable occurrence. However, the absence itself will not be used to trigger discipline.
4. On a quarterly basis, if there are fatigue reports to review, the FRB, consisting of a Association and a Company representative, will meet to evaluate the reports of fatigue that have been denied by the Company. The FRB will consider the individual circumstances of each fatigue call. The FRB will be authorized to direct either of the following:
- a. That the incident did not meet fatigue criteria. The absence will continue to be recorded as sick and will remain an actionable occurrence. However, the absence itself will not be used to trigger discipline.
  - b. If the FRB deadlocks, or fails to render a decision, the Company's decision will be final but may be submitted to the System Board of Adjustment.
  - c. The FRB may also recommend action to alleviate conditions such as schedules and/or hotel accommodations which caused or contributed to the fatiguing circumstances. All decisions reached by the FRB will be in writing and signed by both members. All decisions of the FRB will and shall be final and binding on the Association, the Company, and the Flight Attendant.



## ARTICLE 27

### DURATION

- A. This Agreement shall become effective May 1, 2020, and shall continue in full force and effect until April 30, 2024, and shall renew itself without change each succeeding May 1 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 April 30, 2024, or any subsequent April 30.
- B. The Company and the Association agree to begin negotiations six months prior to the amendable date of this Agreement. 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 1<sup>st</sup> day of May, 2020.

**Sideletter No. 1**

**IMPLEMENTATION AGREEMENT  
between  
HORIZON AIR INDUSTRIES INC.  
and  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

This 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. (the "Company") and the Association of Flight Attendants-CWA (the "Association").

WHEREAS, The Company and the Association have negotiated amendments to the 2017-2019 collective- bargaining agreement covering the Company's Flight Attendants, (the "Tentative Agreement"); and

WHEREAS, the Covid-19 pandemic has caused an unprecedented collapse in demand for air travel; and

WHEREAS, the Company immediately needs to limit cash expenditures to the extent possible and the Association wishes to retain the benefit of the bargain struck in the Tentative Agreement;

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

I. The parties hereby adopt the attached schedule for implementing new items in the Tentative Agreement. The date of signing ("DOS") of this Agreement is May 1, 2020. Any economic item in Article 3, 4 or 7 that is not otherwise specified in the schedule will be effective January 1, 2021. Any other item not specifically addressed in the schedule will be effective on the DOS.

II. Per Diem

Per Diem rates described in Article 4.E of the Tentative Agreement will be effective May 1, 2020, and payment of increased per diem will be administered per normal process.

III. Pay Scale

The Pay Scale set forth in Article 3.A. of the Tentative Agreement ("TA Pay Scale") will become effective on September 1, 2020, but payment of the increased amount will be deferred in accordance with Paragraph IV, below.

IV. Retroactive Compensation

A deferred payment equal to the difference between the hourly rate for credit hour pay Flight Attendants were paid and the hourly rate they would have received under the TA Pay Scale (the "Hourly Rate Difference") earned between September 1, 2020, and December 31, 2020, will be paid to Flight Attendants on their May 20, 2021, paycheck. Any Flight Attendant who leaves Company employment between September 1, 2020, and May 20, 2021, will receive her/his deferred payment on her/his final paycheck, regardless of the reason for the separation.

V. Flight Attendants will be co-paired with the Company's pilots at least through the December 2020 bid month. The parties further agree to defer the arbitration of Grievance No. (Aircraft Swaps) until such time as the retroactive payments provided for in Paragraph IV are paid. This co-pairing agreement will not be referred to by either party at the arbitration, and any reference to it will be inadmissible for substantive and/or impeachment purposes.

VI. No later than July 1, 2020, the parties will meet and confer in good faith over issues impacting flight attendant vacation slots.

VII. The parties acknowledge that several items in the Tentative Agreement will require computer programming prior to implementation and that the time required to program an individual item may vary depending on the nature of the item and the extent of any necessary work. The parties will jointly review a programming schedule.

VIII. 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.

FOR:  
ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR:  
HORIZON AIR INDUSTRIES, INC.

---

Sara Nelson  
AFA-CWA International President

---

Rachael Mattioli,  
Horizon Air, Managing Director, Inflight  
Service

---

Lisa Davis-Warren  
Horizon Air MEC President

---

Dee Dee Caldwell  
Horizon Air, Director Inflight Operations  
& Labor Relations

---

Kimberley Chaput  
AFA Senior Staff Negotiator

## Implementation Schedule

The date of signing ("DOS") is May 1, 2020

### Article 1: Recognition and Scope DOS

- Card Check: If Horizon acquires a new airline and does not merge it with QX, AFA will represent the F/As if a majority sign AFA authorization cards

### Article 2: Definitions DOS

- Added definitions for part-time F/A, permanent residence, registered commuter and registered commuter city

### Article 3: Compensation

- Pay Scale **Effective 9/1/2020, but increase over current amounts through 12/31/2020, not paid until 5/20/2021.**

	September 1, 2020 (as noted in SL "deferral of wages"	May 1, 2021	May 1, 2022	May 1, 2023
First Year	+1%	N/A	+0.25%	+0.5%
All other steps	+4.75%	N/A	+2%	+1.75%

Longevity premium of \$1 per credit hour for F/As with 25 or more years of service **effective 9/1/2020, but increase over current amounts through 12/31/2020 not paid until 5/20/2021 per terms of implementation side letter.**

- Reserve guarantee: 75 hours (current is 71.6) **When new Article 7 is implemented**
- Reserve show/no-go pay: 3 credits (current cancelled reserve credit is 2 credits)**When new Article 7 is implemented**
- Instructor annual over ride changed to with daily override of \$16 per block hour or \$60 per day **1/1/2021**
- F/A who picks up OT at straight time will get premium pay if premium pay is later offered on trips covering exact same days **4/1/2021**
- 2 new holidays: Memorial Day and Veteran's Day **1/1/2021**
- 1 hour paid and credited for drug/alcohol testing **1/1/2021**

- Ground holding pay: \$15 per hour (above trip value and above guarantee) for time over 30 minutes **1/1/2021—will be manual until automated by 4/1/2021**
- Pay for pre-boarding flights: Lineholder may be requested (not required) to preboard a flight s/he is not working/deadheading on. Will be paid and credited 0.5 hours **1/1/2021**

#### **Article 4: Duty-Time Expenses**

- Day rooms after 4 hours (currently 5) - **DOS**
- New sideletter governing hotel selection; includes minimum standards **1/1/2021**
- Hotel transportation within 25 minutes (currently 30) - **DOS**
- Option to forego Company-paid parking and be paid \$36 monthly - **1/1/2021**
- Vending machines and catering ordering eliminated (can still consume fresh food on E175 and snacks on all a/c) -**DOS**
- Per Diem - **DOS**
  - \$2.10 on May 1, 2020
  - \$2.25 on May 1, 2021

#### **Article 5: Hours of Service**

- 12-hour maximum scheduled duty period (includes any rescheduling prior to start of duty period) - **1/1/2021**
- Duty table eliminated - **1/1/2021**
- Maximum 6 legs, 5 working, per duty period (currently 8 legs, 7 working) - **1/1/2021**
- Reserve days off increased to 12 in 30 day month, 13 in 31 day month (same as lineholders) - **When new Article 7 Implemented**
- Golden days
  - 8 per year (currently 6) - **DOS**
  - Can be used in 2, 3 or 4 day blocks (currently 2 or 3 days) - **DOS**
  - Blackout days now only day of, day before, and day after paid holidays (currently any SAP holiday) - **DOS**
- Reschedule to 14 hours, 16 only to DH to place of rest; F/A can agree to work to 16 for 200% pay (hours 14-16) – **1/1/2021**
- F/A must call in sick at least 1 hour prior to check-in – **9/1/2020**

## Article 6: Crew Scheduling

- PBS maximum and minimum credit windows increased - **DOS (for June bid month)**
- **SAP4/1/2021**
  - SAP within 5 hours of original line value (currently 4)
  - Eliminate blackout days on first 3 days of bid
  - Only paid holidays are SAP blackout days
- Rescheduled Trips: Must be within footprint of original trip (currently same calendar days) except can go 2 hours later than original release time - **DOS**
- Trip cancellations prior to check-in: - **DOS**
  - Under 24 hours: F/A will be rescheduled under same rules as after check-in
  - More than 24 hours: If F/A is not immediately rescheduled, s/he will be given AV days on days of trip
  - Flying can be added on AV days up to 24 hours before the day
    - If F/A flies, paid greater of new or original trip
    - If no flying added, F/A pay protected for original trip
    - F/A can drop AV day, but will not be pay protected—day is not a day off but s/he can pick up from OT or another F/A
- F/As who pick up OT, volunteer for, or are drafted into a trip will not be extended - **4/1/2021**
- Crew Scheduling may assign to reserves trips F/As have posted for give-away; trips will be removed in seniority order – **DOS**
- Jet bridge trades: Can trade under 3 hours if both F/As are in the metro area; trades under 1 hours will be processed if Crew Scheduling can handle - **4/1/2021**
- Trades with OT will be based on number of duty periods, not number of calendar days -**4/1/2021**

## Article 7: Reserve - 4/1/2021 or the first bid after successful testing by QX and AFA, except as noted

- Entirely new reserve system, similar to Alaska's
- Blocks must be separated by 48 hours (waiveable)
- Reserves cannot be drafted
- Three classifications of reserves
  - AM/PM—14 hours
  - ER—24 hours
  - Lines are AM or PM

- C/S can convert a reserve day to ER days twice per month
  - Reserves can preference days for conversion
  - If converted and not used, F/A paid and credited 1 hour above guarantee
- Assignments must commence with reserve period (currently start and finish)
- Time spent on reserve does not count toward maximum duty period
- Two-hour call out in all domiciles **DOS**
- AM/PM Reserves may self-assign from Open Time from 1000-1400 the day prior
  - 1-4 days of availability: Must select trip with number of days that matches days of availability
  - No splitting of trips
  - ER reserve may not self-assign
  - 5+ days of availability: may only self-assign to airport standby
  - May not self-assign to a trip that would break reserve's guarantee
- Crew Scheduling can assign trips to reserves starting at 1400 the day before
  - Trips not assigned by 1800 will be returned to Open Time
- Airport Standby (now Airport Reserve)
  - No airport lines; APSB is now an assignment, like a trip
  - Maximum 5 hour shift; paid and credited at 0.1 credit for every 6 minutes
  - Maximum scheduled duty day of 12 hours, starting from time F/A checks-in for APSB
  - Maximum 4 APSB shifts per month; any over that paid at 150% for duty period that includes APSB (premium paid above guarantee)
- Reserve premium of \$2.50 per block hour actually flown from reserve

## Article 8: Training

- Instruction time will not exceed 8 hours per day; Company will identify optional portions - **DOS**
- Training Pay - **1/1/2021**
  - More than 4 hours (includes all training and travel days): 4.5 credit hours
  - 1-4 hours: 2 credit hours
  - Under 1 hour: 1 credit hour
  - Videos attached to FAIFs**DOS**
    - Under 5 minutes—no pay



- 5+ minutes—Actual time, rounded to nearest quarter hour
- Computer-Based Training (includes videos not attached to FAIF) - DOS
  - Recurrent/Re-qual Homestudy: 1 credit for each 2 hours; minimum of 1 credit and 50% of time in excess of one hour; maximum of 8 hours of training
  - Other CBT: once per calendar quarter or maximum 4 times/year; total maximum of no more than 10 hours
    - Paid at 1 credit for each 2 hours; minimum of 1 credit and 50% of time in excess of one hour
- F/A who attends training or does CBT while on LOA will receive same pay as though active but will not be considered to be in active working status - **DOS**

#### **Article 9: Sick Leave**

- Current attendance policy incorporated into contract; cannot be unilaterally changed - **DOS**

#### **Article 10: Medical Examinations**

- System for challenging Company medical examination - **DOS**

#### **Article 11: Vacation**

- Incorporated sideletter on 2-round vacation bidding **DOS**
- Crew scheduling will make every effort to avoid flying F/A into vacation; if that happens, F/A will be paid and credited 3 additional hours for each affected day - **1/1/2021**

#### **Article 12: Uniforms - DOS**

- Made list of required items less specific
- Increased uniform replacement back to \$300 per year
- F/As may use up to \$50 of their bank to be reimbursed for uniform-compliant shoes

#### **Article 13: Seniority - DOS**

- F/A who transfer to supervisor at AS or QX accrue seniority for 6 months (currently only at QX)

## **Article 14: Leaves of Absence**

- 6 months of insurance for MLOA and W/C re-starts if F/A returns to work for at least 30 days and then needs additional leave for same condition (currently limited to 6 months for entire condition) - **1/1/2021**
- New provision for parental leave-**DOS**
  - For birth mother—up to one year after birth, including Mat LOA and recuperative leave (time after recuperative leave is considered personal leave)
  - For adoptive/foster parents and partners of birth parents—up to 12 months personal leave after birth/adoption/placement of foster child
- Provisions for court appearances - **1/1/2021**
  - Job-related
    - Pay protected if subpoenaed; if on day off, 4.5 credit hours
  - Not job-related
    - Will be released, but will be considered an attendance event and will not be pay protected, unless required by law
- Light duty rules - 1/1/2021

## **Article 15: Furlough and Recall - DOS**

- No changes

## **Article 16: Transfers between Domicile -DOS**

- Company may post vacancies of up to 3 bid months
  - Awarded in seniority order among those not assigned to that domicile
  - Bid for lines at system seniority  
Company provides hotel and 24/7 per diem (no double dipping with trip assignments)
  - Positive-space travel to temporary domicile at start and end of vacancy, plus one round trip home per bid month

## **Article 17: Moving Expenses - 1/1/2021**

- Short-haul move mileage now greater of 22.5 cents per mile or IRS moving rate (currently just 22.5 cent) per mile

#### **Article 18: Hostage Benefits - DOS**

- No changes

#### **Article 19: Benefits - Language will be used for open enrollment since new policy begins on 1/1/2021**

- Caps on increases to premiums and deductibles (per year)
- New short-term disability plan, with 40% income replacement; F/As can purchase additional coverage (same as Alaska) - **Enrollment open for new plan year to begin on 1/1/2021**

#### **Article 20: Management Rights - DOS**

- No changes

#### **Article 21: Association Activities – 1/1/2021**

- 4 company-paid days for union business per bid month, selected at MEC discretion for MEC or LEC-level work

#### **Article 22: Association Security and Dues Collection - DOS**

- Provision for payroll deduction of past-due union dues
- Company must provide information to AFA to assist in dues collection

#### **Article 23: Grievance Procedure and System Board of Adjustment - DOS**

- Elimination of grievance worksheet (go straight to grievance)
- Updated procedures for grievance mediation
- Created process for annual selection of panel of arbitrators

#### **Article 24: No Strikes or Lockouts - DOS**

- Adopted Alaska language (which allows informational picketing)

#### **Article 25: General**

- Adoption of Flight Attendant Addiction Support program (FAAS) - **DOS**
- Commuter Policy - **DOS**
  - Must register as a commuter and designate commuter city served by AAG (including OO on AAG flights) nearest

- permanent residence
- May list 72 hours our (currently 48)
- Commuter boarding priority
  - Valid only on QX metal
  - Up to 15% of F/As on seniority list may hold W-5 status
    - ✓ Must be registered commuter
    - ✓ Will be awarded by seniority
    - ✓ Number calculated annually, but F/A may come within that number mid-year, through attrition
    - ✓ If domicile closes, or F/A displaced, and F/A does not move to new domicile, F/A will have W-5 status for remainder of year, regardless of 15% cap, if would have been senior enough to be in the 15%
      - ✦ If closure/displacement occurs in Oct/Nov/Dec, W-5 goes for remainder of year plus following calendar year
- List of minimum crew-lounge amenities - **1/1/2021**
- Incorporated instructor sideletter **DOS**

#### **Article 26: Safety, Health and Security - DOS**

- F/A removed from rest of trip, with no loss of pay or attendance consequence, if involved in certain events
  - Same provision for any trips within the following 7 days
  - At F/A request, AFA may send EAP rep to scene

#### **Article 27: Duration - DOS**

- 4 years
- 6 month early reopener

#### **New Sideletters**

- Implementation Agreement - **DOS**
- Ratification Bonus -
- Flight attendants must be on active working status to receive payment. Those not then on the payroll (leave of absence or furlough) shall be paid when they return to active working status, if they return to active

working status with retained seniority.

○ \$1,500 on **1/5/2021**, paycheck

○ \$750 on **5/5/2021**, paycheck

● **Hotel Selection and Complaint Resolution – 1/1/21**

○ Hotels must meet minimum standards (specified)

○ Compliant procedure

○ Expedited arbitration for hotel issues

**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 17<sup>th</sup> 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/ Christine 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

Name	Department DOH	Sen. No.
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

May 1, 2020

Ms. Lisa Davis-Warren  
MEC President  
Association of Flight Attendants-CWA  
501 Third Street, NW  
Washington, DC 20001

Dear Ms. Davis-Warren:

During the negotiation of the agreement between Horizon Air (the Company) and the Association of Flight Attendants (AFA) effective May 1, 2020, the Company and AFA agreed to use trips on the trainers' final bid award for IOE trips.

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 using the trips on the trainers' bidlines that minimize, to the extent possible, 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. When bidding, a Trainer will be awarded a line according to her/his seniority.
2. There will be no more than five (5) original IOE Trips scheduled on an individual Trainer's line within a bid period.
3. 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.
4. 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. 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,

Rachael Mattioli  
Managing Director, Inflight

**Sideletter No. 4**

July 18, 2013

Ms. Lexie Graham  
Acting MEC President  
AFA-CWA  
501 Third Street, NW  
Washington, DC 20001

Dear Lexie:

During negotiations for our collective-bargaining agreement, we agreed to extend the settlement of the wet-lease grievance to all Flight Attendants on the seniority list as of July 18, 2013. Accordingly, we agree that:

The Company shall not involuntarily furlough any Flight Attendant who is on the system seniority list as of July 18, 2013, as a consequence of reduction in crew requirements that is due to transferring aircraft from the Company to another airline, which aircraft are used in service to Alaska Airlines under a capacity-purchase agreement with Alaska Airlines.

Sincerely,

Beverly Gilstad  
Managing Director, Inflight

Agreed:

Lexie Graham  
Acting MEC President

**Sideletter No. 5**

**2009 RATIFICATION AGREEMENT  
Between  
HORIZON AIR INDUSTRIES INC.  
and  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

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:

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.

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

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR HORIZON AIR  
INDUSTRIES, INC.

\_\_\_\_\_  
Veda M. Shook  
International President

\_\_\_\_\_  
Beverly Gilstad  
Managing Director, Inflight

\_\_\_\_\_  
Lexie Graham  
Acting MEC President

\_\_\_\_\_  
Kimberley Chaput  
Senior Staff Negotiator

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

This 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. (the "Company") and the Association of Flight Attendants-CWA (the "Association").

WHEREAS: The Company and the Association have negotiated amendments to the 2017-2019 collective-bargaining agreement covering the Company's Flight Attendants, (the "Tentative Agreement");

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

If the Flight Attendants approve the tentative agreement, each non-probationary Flight Attendant who is on the System Seniority List on the Tentative Agreement ratification date, shall be allotted compensation in the gross amount of \$2,250.00. The additional compensation will be paid as follows:

\$1,500.00 on the January 5, 2021, paycheck.

\$750.00 on the May 5, 2021, paycheck.

Flight Attendants not on the payroll (leave of absence or furlough) at the time(s) such compensation is paid, shall be paid the additional compensation when they return to active working status, if they return to active working status with retained seniority.

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

*Minimum Hotel Standards and Hotel Selection*

---

This Letter of Understanding ("LOU") 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. ("Company") and the Association of Flight Attendants ("AFA"). The Company and the Union are referred to collectively as the "Parties."

**WHEREAS**, the Union and Company are parties to a Collective Bargaining Agreement ("CBA") covering the rates of pay, rules and working conditions of the Flight Attendant employed by the Company; and

**WHEREAS**, the Company and the Union desire to have minimum hotel standards for crew hotels and a process for selecting hotels and addressing Flight Attendant hotel concerns.

**NOW, THEREFORE**, the Parties agree as follows:

**A. Minimum Hotel Standards**

1. The Minimum Hotel Standards (MHS) are set forth in Appendix A of this LOU.
2. Except as provided in Paragraph B, below, all hotels with which the Company contracts for Flight Attendant crew accommodations shall meet the MHS.
3. If the Horizon pilots achieve more favorable hotel standard(s), the standard(s) will also apply to Flight Attendants. Flight Attendants will not lose any previously achieved standards unless the Association consents.

**B. Non-Standard Hotels**

1. The Company and the Union Hotel Committee Chair, or their designees, may mutually agree to use a specific hotel for lodging that does not

meet one or more of the MHS. The parties will maintain a list of all hotels that have been granted a waiver of a MHS. The list shall specify the MHS that was waived, the reason for the waiver and duration of the waiver. Any hotels with which the Company (1) has a contract on the date of the signing of this LOU and (2) does not meet a MHS, shall be granted a waiver specific to the MHS that the hotel fails to meet. Such waiver shall end after the current term of the hotel contract expires unless renewed by mutual agreement.

2. If a hotel meeting the MHS is unavailable in a market and no waiver has been granted, the Union and Company shall attempt to mutually agree on an acceptable hotel.
3. If the Union and Company are unable to mutually agree on a hotel, they may mutually agree to present the dispute to expedited arbitration as set forth below. If one party does not agree to submit the dispute to expedited arbitration, the dispute shall be subject to the grievance procedure as set forth in the applicable collective bargaining provision.
4. If a temporary, unforeseen operational need requires the Company to provide a hotel (e.g., weather, mechanical, ATC, etc.), and a hotel that complies with the MHS has no vacancies or cannot be timely sourced, the Company shall first use the secondary hotel, and if it is unavailable, will make its best efforts to provide comparable lodging.
5. If the Company begins layovers in a given city without sufficient time to conduct the request for proposal (RFP) process, it may use an interim hotel for a maximum of 60 days. The Company will propose the hotel as soon as it becomes aware of the need for such hotel. The Association may elect to conduct an informational site visit prior to the Company lodging Flight Attendants there. The Association will not object to the temporary use of the hotel as long as the site visit, if any, does not reveal any safety defects.

**C. Hotel Selection Process**

1. The Company and the Association's Hotel Committee shall work jointly to establish and review, on an ongoing basis, a list of acceptable crew hotels in all layover cities.
2. The Company, upon request, will meet with the Association Hotel Committee at least semi-annually, at a pre-determined, mutually acceptable date, location and time to discuss accommodations. The



Association may also request meetings to discuss problems at current layover hotels.

3. The Company will provide the Hotel Committee or other Association-designated MEC Representative, with a hotel list, including the address and phone numbers of every hotel with which the Company has an agreement to provide lodging for Flight Attendants including all contract expiration dates. If the Company's pilots are provided access to the hotel rates paid by the Company, the Association will likewise be provided such access.
4. The Hotel Committee will provide the Company with its comments and recommendations in writing at any time on any new or current hotels. The Company shall consider and reasonably accommodate the recommendations of the Hotel Committee. If the Company rejects an Association recommendation, it will provide its reasons in writing.
5. Site Visit
  - a. The Company and the Association will attend all site reviews/visits for the purpose of selecting a new hotel.
  - b. The Hotel Chair or his/her designee shall submit a pre-planned duty request in advance of the bid in order to accomplish the hotel site visit. If unable to do so due to Company's timing, then the Company will relieve the Hotel Chair or his/her designee from any of her/his trip(s), as requested by the Association, with no loss of pay. The Company will guarantee pay for no more than one (1) Flight Attendant to attend a site visit. Additional members may attend at the Association's discretion and cost.
  - c. The Flight Attendant participating in the site visit will be provided with a single-occupancy hotel room. The Company will select the date for the site visit, and will give the Association at least four business days' notice.
  - d. If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Flight Attendant.. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Company.

- e. The Company will reimburse the Flight Attendant for any arrival and departure fees associated with the travel (e.g. international visit).
  - f. The Company's hotel administrator and Travelliance or successor hotel vendor shall organize the site visits.
6. The Company will not be required to select a hotel that is in a higher class of service than hotels previously used in that particular city (or a similarly situated city when sourcing a new city) as designated by Travelliance's hotel chain rating scale set forth below:
- a. **Economy** (Days Inn, Econo Lodge, Extended Stay America, Red Roof, WoodSpring Suites)
  - b. **Midscale** (Best Western, Red Lion, La Quinta, Mainstay Suites, Quality Inn)
  - c. **Upper Midscale** (Best Western Plus, Comfort Inn, Hampton Inn, Holiday Inn, TownePlace Suites)
  - d. **Upscale** (Courtyard by Marriott, Crowne Plaza, Hyatt Place, Radisson, Residence Inn)
  - e. **Upper Upscale** (Embassy Suites, Hilton, Hyatt, Marriott, Westin)
7. If more than one hotel meets the MHS within a market, the Company shall consider the Union's recommendations on hotel selection, but shall have the final authority to select a hotel meeting the MHS.

#### D. Hotel Complaint Resolution

- 1. The Association shall notify the Company of any concerns about a hotel's compliance with the MHS. The Company shall promptly bring such concern(s) to the hotel's attention. If a hotel fails to correct a deficiency within forty-five (45) days of the Association's notice to the Company, the Company shall cease using the noncompliant hotel. Notwithstanding the above, if a Flight Attendant reasonably fears for his or her own safety, the Association and Union shall address such concerns within twenty-four (24) hours or as soon as possible thereafter. If there is a dispute over a hotel's compliance with the MHS, including, but not limited to, the existence or correction of deficiencies,

the Association may file a grievance over the dispute.

2. The parties will provide each other with copies of all complaints regarding layover hotels, whether received by the Association, the Company or a third-party vendor.

**E. Expedited Arbitration Rules For Disputes Related To Crew Hotels**

1. Disputes related to crew hotels may be submitted to expedited arbitration with the written approval of the Union and the Company.
2. Expedited arbitrations will be scheduled on a mutually agreeable date(s). Every effort will be made to minimize administrative costs in holding the expedited arbitration hearings, while providing for suitable facilities including caucus and hearing rooms.
3. A Neutral will conduct the expedited arbitrations and render decisions. The Neutral will act without the assistance of a System Board. The Neutral will be selected by mutual agreement of the Union and the Company. Once selected, the Neutral will serve until either the Union or the Company request that the Neutral be replaced. The Union and the Company will equally share the costs associated with the Neutral.
4. Only non-lawyer representatives will present grievances at expedited arbitration hearings. Lawyers will not be present in the hearing room unless they are the grievant. Only elected or appointed Association committee members will present the Union's cases to expedited arbitration. A Company employee who is not an attorney will present the Company's argument to expedited arbitration. Each party will have no more than two hours (2:00) (including witness testimony) to present their case.
5. Documents that either party intends to introduce at the expedited arbitration hearing will be produced upon request by the other party. The rules of evidence will not apply to the presentation of documentary evidence in the expedited arbitration.
6. Witnesses may be called and/or the Parties may make an oral presentation to the Neutral at the expedited arbitration hearing. In an effort to reduce costs, witnesses may testify by telephone.
7. No transcript will be taken of any expedited arbitration hearing. Nothing transpiring during the expedited arbitration process shall be admissible

in any other proceeding of any type.

8. Except where otherwise agreed by the parties, the Neutral shall provide a decision within forty-eight hours (48:00) after the close of the presentation on that grievance. At the request of either party, that decision will be produced in writing.
9. Decisions rendered in this process shall not be subject to further review in any proceeding of any type.

**IN WITNESS WHEREOF**, the Company and the Union have executed this Letter of Understanding effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Horizon Air Industries, Inc.

\_\_\_\_\_  
Association of Flight Attendants

## **Horizon Air Hotel Minimum Standards**

(Appendix A to Sideletter of Agreement)

### **TRANSPORTATION**

YES

NO

- Seat/Seatbelt for each occupant
- Adequate luggage space for crew luggage
- Available curbside within 25 minutes of crew arrival

### **HOTEL PROPERTY**

- Crew member credit card not required
- No associated charges or convenience fee
- Sign-in sheets secured and not visible to other guest/s
- Crew ID = last name/employee# only required
- Rooms available based on layover schedule not check in/check out
- Hotel less than 25 min drive under normal (non-rush hour) traffic
- All hotel facilities clean, and well maintained/lit
- Elevator, near lobby, for access to floors above lobby
- Hotel will not transfer crews to different hotel without Company agreement

### **ROOM AMENITIES**

- Rooms located away from known noise sources (elevators or ice machines)
- All rooms designated non-smoking
- No handicapped accessible room unless requested by crew, or no other room available
- Single occupancy, at least one full-sized in each room
- At least one nightstand adjacent to the bed
- In-room shower with soap, shampoos and towels provided
- Alarm clock with user adjustable controls
- Hair dryer with user adjustable controls
- Individual guest control of room temperature with ac and heating
- Refrigerator in room, or access to refrigerator by hotel staff
- If freezer not available in room, access to freezer by hotel staff
- Microwave in room, in common area, or available upon request
- Coffee maker with supplies in room, or alternative
- Television with local and national stations
- Free Internet access
- Blackout curtains and sheer privacy curtain
- At least one working telephone in room

## **SAFETY**

YES NO

- Well-lighted exterior and interior with restricted access
- Entry to rooms from a well-lit shared hallway or interior corridor
- No window or patio door access from exterior ground level
- Sturdy and functional door deadbolts, locks and/or chains
- See-through peephole
- Room sprinklers (if required by code)
- No rooms on ground floor or basement, unless requested by crew
- Smoke detectors in each room (alarmed)
- Lobby entrance locked unless attended (after hours)
- All other exterior doors locked at all times (with key card access)

## **FOOD OPTIONS/OTHER AMENITIES**

- At least two food options within ½ mile from the hotel (including on-site restaurant) or the hotel will provide free transportation to and from a nearby restaurant
- Note: Gas station/convenience store does NOT count
- Fitness Center (required for 90% of overnights at primary hotels)

## **HOTEL SPECIFIC SAFETY FEATURES**

- Property wide PA system for emergency evacuation, etc. if required by code
- Alarms, sprinklers, fire extinguishers in all hallways
- Exterior entrance doors locked/require room key to open
- At least two stairway exits available on each floor
- Hotel has an emergency evacuation plan

Domicile transfer bids	22 <sup>nd</sup> day of the bid month two months prior to bid month at 1200 (e.g., April 20 for transfer effective June 1)
Domicile transfer Awards	28 <sup>th</sup> day of the bid month two months prior to bid month at 1200 (e.g., April 28 for transfer effective June 1)
Vacation Finals	26 <sup>th</sup> day of the bid month two months prior to bid month at 0800 (e.g., April 26 for June vacations)
Training Bid Names Published via IRF	24 <sup>th</sup> day of the bid month two months prior to the bid month (e.g., April 24 for June training dates)
Training Bid and Part-Time Bid	26 <sup>th</sup> day of the month two months prior to bid month (include PDO and Golden Day requests) at noon (e.g., April 26 for June)
Training Bid and Part-Time Bid Closes	30 <sup>th</sup> of the month two months prior to bid month at 1200 (e.g., April 30 for June)
Training Bid Awards	30 <sup>th</sup> day of the bid month
PBS Opens	2 <sup>nd</sup> day of the month prior to bid month at 0900
PBS Closes	8 <sup>th</sup> day of the month prior to bid month at 0900
Preliminary Bids Posted	No later than 11 <sup>th</sup> day of the month prior to bid month at 1200
Protested Period Opens/Home Reserve Bid Opens	At time preliminary bids post
Protest Period Closes	12 <sup>th</sup> day of the month prior to bid month at 1200
SAP Opens	12 <sup>th</sup> day of the month prior to bid month at 1800
Home Reserve Bid Closes	13 <sup>th</sup> day of the month prior to bid month at 1200
SAP Closes	14 <sup>th</sup> day of the month prior to bid month at 1800
Final Awards Posted	no later than the 16 <sup>th</sup> of the month prior to bid month at 1700

"Magic" Day (for trading trips in the following month)	19 <sup>th</sup> day of the month prior to bid month at 2000
"Magic" Day (for trading trips at the current month)	16 <sup>th</sup> day of the current month at 1700
Black out period (for trading trips the following month)	8 <sup>th</sup> day of current month at 0900 until 19 <sup>th</sup> day of the current month at 2000
Black out period (for trading trips at the end of the current month)	8 <sup>th</sup> day of current month at 0900 until 16 <sup>th</sup> day of the current month at 1700
Union Pre-Assignments	30 <sup>th</sup> day of the current month by noon.



## INDEX

### - A -

Accommodations. See Lodging	
Active Working Status	7
Admin Day	7
See also Credit Hour System	
Administrative Employees	7
Airport Reserve Standby Credit (See also Credit Hour System)	100
Allowable Expenses, Moving	158-59
Alterations, Uniform	130-31
Arbitration (System Board)	185-86
Assignments, Notification of	36-37; 91-94
Association of Flight Attendants	7
Association Activities	168-74
Committees	173
Safety, Health & Security	200
Scheduling	38-40
Contract Distribution	173
Distribution of Material	172
Dues Collection	175-79
Introduction to New Flight Attendants	173
Pegasus Project	173
Time off for Association Business	169-72
Travel for Association Business	168-69
Wearing of Association Pin	174
AV Days	58-61

### - B -

Base Turn	13, 62-63, 67-68
Benefits	161-66
Changes	165
Full Time	161-64
Ineligible	165-66
Part-Time	164-65
Bereavement Leave/Pay	145-46
Bidlines	7
Days off in	31-32
Mixed	7, 42
Reserve	7, 42
Scheduled	7, 41

Bid Month .....	7
Block Hour .....	7-8
Block Times .....	14-15
Board of Adjustment .....	181-82, 185
Bulletin Boards .....	168

- C -

Cancellations .....	84
See also AV Days	
Canceled Reserve Trip Credit (Show/No Go) .....	17, 102
<i>See also Credit Hours</i>	
Charter Trips .....	76
Check Rides .....	8, 107
Cleaning Responsibilities .....	191
COBRA .....	8, 139, 140, 143, 145
Co-domiciles .....	76-77
Compensation .....	12-25
Cancellation .....	55-61
Carry-over Trip Credit Hours .....	23
Credit Hours .....	13-17
Direct Deposit .....	22
Drug and Alcohol Testing .....	20
Errors in .....	23
Extensions .....	19
Holding Pay .....	21
Holidays .....	20
Instructors and Trainers .....	17-19
Light Duty .....	24-25
Longevity Increase .....	23-24
Minimum Guarantee Pay .....	13
New Hires .....	23
Pay Scales .....	12
Pay Schedule .....	22
Paychecks .....	22-23
Paydays .....	22
Payment Stub .....	23
Per Diem .....	27
Pre-Boarding of Flights .....	21-22
Reduced Credit Line .....	13
Reserve Line Holder .....	13, 16
Reserve over 85 hours .....	21
Rescheduling .....	55-57

Sick Leave .....	92
Training .....	109
Vacation .....	123
Working on a Day Off .....	19
Card Check .....	6
Commuter Boarding Priority .....	196-97
Commuter Policy .....	192-95
Continuous Duty Overnight Trips (CDOs) .....	8, 26, 41-42
Crew Lounges .....	197
Credit Hours -See also Compensation .....	13-17
Crew Scheduling .....	38-85

- D -

Days Off .....	31-33
AV Days .....	60-61
Defined .....	8
for Domicile Transfer .....	129
Golden Days .....	32-33
for Moving .....	158
Reserve .....	31
Trainers .....	19
Pay for Working on .....	19-20, 63
Pro-Ration for Bidding in PBS .....	31, 80-85
Rescheduling .....	57
Deadheads .....	8
Deadhead drop .....	73
Deadhead time .....	16
See also credit hours	
Definitions .....	7-10
Diversions .....	15-16
Domiciles	
Co-domiciles .....	76-77
Defined .....	8
Closure .....	154-55
Credit Hours when away .....	16
Foreign .....	5-6
Lodging when away from .....	26
Mixed Bidlines at .....	38
Per Diem when away from .....	28
Rest and Days Off at .....	31-32
Transfer between .....	152-54
Draft .....	8

Drafting .....	19-20 (pay), 65-66
Drug and Alcohol Testing .....	20, 192
Dues .....	175-79
Duration of Agreement .....	206
Duty Limitations .....	30
Rescheduling .....	34
Duty Period. See Duty Time	
Duty Time .....	8, 16

- E -

Employee Assistance Program .....	163
Expenses, Duty Time .....	26-29
Lodging .....	26
Transportation .....	27
Parking .....	27
Food on Aircraft .....	27-28
Moving .....	158-59
Per Diem .....	28
Passports .....	28-29
Extensions .....	19, 61

- F -

Fatigue Review Board .....	203-05
Ferry Flights .....	12, 15
Flight Attendant, defined .....	9
Flight Time Maximums .....	31
Furlough .....	149-51
Involuntary .....	149
Recall from .....	150-51
Voluntary .....	149-50

- G -

Golden Days .....	32-33
Grievance .....	180-81
Ground Delay see Holding Pay	

- H -

Holding Pay .....	21
Hostage Benefits .....	160

Hotel .....	26, 238
Hours Flown .....	16
Hours of Service .....	30-37
<i>See also</i> Scheduling; Crew Scheduling	
Rest Periods .....	30
Limitations .....	30
Days Off .....	31-33

- I -

Implementation Agreement .....	207-17
Instructors. <i>See also</i> Trainers; Compensation .....	9, 108, 198-99, 222-25
Initial Operating Experience. <i>See</i> IOE	
Involuntary Transfer .....	126-27
IOE .....	8, 108, 222-25

- J -

Jet Bridge Trades .....	68-69
Jumpseat, Cabin Agreements .....	197
Jury Duty .....	146

- L -

Layovers .....	26
Leaves of Absence .....	135-48
Bereavement .....	145-46
Court Appearance/Jury Duty .....	146-47
Family (FMLA) .....	141-42
Light Duty .....	147-48
Maternity .....	144
Medical .....	138-40
Military .....	143-44
Parental .....	144-45
Personal .....	142-43
Recuperative .....	140-41
Training while on .....	137
Travel while on .....	137-38
Workers Compensation .....	140
Working while on .....	115-16
Limitations	
Duty Time .....	30, 34
Flight Time .....	31

Rescheduling .....	34
Lodging .....	26
Loss of Pay .....	9

**- M -**

Management Flying .....	64, 66
Management Retention of Seniority .....	133
Management Rights .....	167
Maternity. <i>See</i> Leaves of Absence: Maternity	
Meals and Snacks	
In-Flight .....	27-28
Mediation (of Grievances) .....	182-85
Medical Examinations (Fit for Duty) .....	119-22
Merger Protection .....	2-3
Minimum Guarantee Pay .....	13
Month <i>See Bid Month</i>	
Moving Expenses .....	158-59

**- N -**

New Year's Day. <i>See</i> Compensation, Holidays	
No Lockouts .....	189
No Strikes .....	189

**- O -**

On Call Assignments .....	19-20, 64-65
Open Time .....	19-20, 62-66, 69-74

**- P -**

Pairing Package .....	44
Parallel Operations .....	4-5
Parking .....	27
Part-Time	
Benefit Status .....	164-65
Lines. <i>See</i> Reduced-Credit Lines	
Passport Reimbursement .....	28-29
Pay. <i>See</i> Compensation	
Payment. <i>See</i> Compensation	
PDO (Personal Day Off) <i>See</i> Sick	
Per Diem .....	9, 28

Airport Standby .....	100
Base Turns .....	62-63, 67-68
Reserve .....	93
Split Trip .....	74
When Sick on Trip .....	110
Permanent Residence 10; see also Commuter Policy	
Personnel Files .....	190-91
Pre-Boarding Flights .....	21
Preferential Bid System	
Carry-in/Carry-out Trip .....	44
Credit Window .....	47-49
Default Bid .....	45
Definition .....	10
Freeze on Trades .....	45
PBS Committee .....	43-44
Planned (Known) Absences .....	44, 46-47
Preferences .....	50-51
Pro-Rated Days Off .....	80-85
Premium Pay .....	19
For Open Time Later Designated Premium .....	63
Probationary Period .....	124
Vacation during .....	100
Professional Standards .....	191

- R -

RAP (Reserve Availability Period) .....	89
Recall .....	150-51
See also Furlough	
For Emergency .....	151
Recognition .....	2
Reduced-Credit Lines .....	77-79
Release Time .....	36
Report Time .....	35-36
Reserve .....	10, 86-103
Airport Standby (APSB) .....	98-101
Availability Period .....	89
Call-Out Time .....	92
Classifications (AM/PM/ER) .....	88
Compensation .....	13, 21, 101-102
Credit-Sort List (Order of Assignment) .....	94-98
Drafting Prohibited .....	87
Extended Reserve .....	89-91

Flying into Day Off .....	87
Flying Preferences .....	95-96
Notifications .....	91-94
Relief for On Duty Flight Attendant .....	103
Self-Assignment .....	94-95
Tagging (notification of additional assignment) .....	93
Trades, Drops and Adds .....	66-67, 74-75, 103
Reassignment .....	54-55
Rescheduling .....	55-57
Rest Periods .....	28
RON .....	10

- S -

Safety, Health and Security .....	200-205
Schedule Adjustment Period (SAP) .....	51-53
Schedule Publication .....	45, 46
Scheduling. See also Hours of Service	
Limitations .....	30-33
Rescheduling Limitations .....	34, 56
Crew Scheduling .....	38-85
Association Scheduling Committee .....	38-40
Scope .....	2
Seniority .....	133-34
Company .....	8, 133-34
Correction of .....	134
Flight Attendant .....	9, 133
For Bidding .....	133
Showtime. See Report Time	
Sick Leave .....	109-118
See <i>also</i> Compensation	
Accrual .....	109
Attendance Policy .....	114-18
Calling in Well .....	110-11
During Leaves of Absence	See Article 14
Notification .....	114
Pay and Usage .....	109-112
PDO .....	112-13
Sick on Line .....	110
Special Assignments .....	11, 76
Split Trips .....	71-74
Strikes .....	189
Subcontracting .....	3-4



Successorship .....	2
---------------------	---

- T -

Tidying of Aircraft .....	191
Time Away From Base .....	11, 14
Trainers (including Instructors)	
Compensation .....	18-19
Eligibility to Bid .....	54, 108, 222
Reduced-Credit Line .....	78
Training .....	104-08
Bidding for Training .....	42-43, 104
Compensation .....	105-07
Expenses .....	108
Reassignment .....	55
Transfers Between Domiciles. See Domiciles: Transfers Between	
Transportation .....	27
Trip Drop .....	69-70, 72 (partial/split)
Trip Give Away .....	66-69
Trip Hour .....	11
Trip Key .....	11
Trip Pairing .....	11
Trip Time .....	11
Trip Trade .....	62-69
Crew Scheduling Access to Trade Board .....	70-71

- U -

Uniforms .....	129-32
Alterations .....	130-31
Maintenance .....	130-31
Maternity .....	144
Replacement .....	131-32
Return .....	132
Standard Uniform .....	129
Unscheduled Flights .....	15

- V -

Vacation .....	123-28
See also Compensation	
Accrual .....	123
Day At A Time .....	125
and Leaves of Absence .....	139, 141

Open Vacation .....	125
Payment for .....	127-28
Postponement .....	126-27
Scheduling .....	124-27
Whereabouts during .....	37

**- W -**

Waivers of Contractual Duty/Rest .....	42
Wet Lease .....	3
Workers Compensation .....	112, 140