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#### **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

- 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:

 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:

- 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.

- 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 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

- 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

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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.

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#### **ARTICLE 2**

#### **DEFINITIONS**

- A. 150% PAY means the pay rate for certain work on a Day Off, or for an extension, 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.
  - 4. **COVERAGE BIDLINE** means a Bidline that contains no assignments when bid and may contain Trip assignments and/or Reserve assignments when awarded.
- G. BLOCK HOUR, or Block to Block, or Block Out-Block In
  - 1. OUT TIME means the time that the last exterior door on the aircraft is closed 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.
- H. CHECK RIDE means a planned evaluation of Flight Attendant proficiency and performance of all of her/his duties according to standards established by the Managing Director of Inflight.
- COBRA means the federal law that permits employees and certain dependents of employees to continue coverage under employer-provided medical and dental insurance plans as such law may change from time to time.
- J. COMPANY means Horizon Air Industries, Inc., doing business as Horizon Air.
- **K. COMPANY SENIORITY** means total length of service as an employee of the Company as described in Article 13, Section B.
- L. CONTINUOUS DUTY OVERNIGHT means a Trip or portion of a Trip for which the period of Duty extends from one day to the next, with a scheduled layover of less than eight hours.
- **M. DAY OFF** means a calendar day(s) with no scheduled Duty at a Flight Attendant's domicile, unless the absence of scheduled Duty is the result of a release from duty that is subject to the Trip guarantee provisions of Article <u>6.F.</u>
- **N. DEADHEAD** means that portion of a Trip pairing during which a Flight Attendant, on Duty, is not scheduled as a working crewmember.
- **O. DOMICILE** means a geographical location from which a Flight Attendant's Trip pairings originate and end.
- **P. DRAFT** means the involuntary assignment of a Flight Attendant to Duty on a Day Off as described in Article 6.1.8.
- Q. DUTY TIME (DUTY PERIOD) means the period of time measured in hours and minutes starting when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, and ending when she/he is released from Duty.
- R. <u>EXTENSION</u> 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.
- S. 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.
- T. FLIGHT ATTENDANT SENIORITY means the length of service with the Company as a Flight Attendant as described in Article 13, Section A.
- **U. INFLIGHT TRAINER** means a qualified Flight Attendant who is designated by the Company to <u>conduct initial training and IOE.</u>
- V. 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.
- W. LOSS OF PAY means a reduction in minimum pay guarantee for the bid period, or loss of the credit value of Trips missed. (Where this Agreement indicates a Flight Attendant will be excused without, or with no, Loss of Pay, the Flight Attendant will not have her/his guarantee reduced for the period the Flight Attendant is unavailable, and she/he will be given credit for the value of Trips missed.)
- X. 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.
- Y. RESERVE means a Duty assignment as described in Article 7.
- **Z. RON** means to remain overnight at a station other than the Flight Attendant's Domicile.
- AA. 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.
- **BB. SPECIAL ASSIGNMENT** means Duty that is not part of Company regular scheduled flight operations, such as a charter or an air show.
- **CC. TRIP or TRIP PAIRING** means a coded designation of a sequence of flights and/or Deadheading assignments, beginning and ending at a Domicile, and

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- designated as such by the Company.
- **DD. 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.
- **EE.** TRIP HOUR means an hour of Trip Time.
- **FF. 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.

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#### **ARTICLE 3**

#### COMPENSATION

# A. Pay Scales

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

	8/4/	13 7/2	20/2014	8/9	9/2015	7/2	4/2016	8/1	3/2017
1st six bid									
per.									
after bid per.	ф oo	) 00	00.00	Φ	00.00	Φ.	00.00	Φ	00.00
w/IOE Remainder	\$ 20	0.00 \$	20.00	\$	20.00	\$	20.00	\$	20.00
of 1 <sup>st</sup> yr.	\$ 20	).25 \$	20.25	\$	20.25	\$	20.25	\$	20.25
2		1.70 \$	22.03	\$	22.36	\$	22.70	\$	23.15
3		3.26 \$	23.61	\$	23.96	\$	24.32	\$	24.81
4		1.84 \$	25.21	\$	25.59	\$	25.97	\$	26.49
5		5.88 \$	26.27	\$	26.66	\$	27.06	\$	27.60
6		7.19 \$	27.60	\$	28.01	\$	28.43	\$	29.00
7		3.24 \$	28.66	\$	29.09	\$	29.53	\$	30.12
8	,	9.02 \$	29.46	\$	29.90	\$	30.35	\$	30.96
9		9.80 \$	30.25	\$	30.70	\$	31.16	\$	31.78
10		0.59 \$	31.05	\$	31.52	\$	31.99	\$	32.63
10		1.89 \$	32.37	\$	32.86	\$	33.35	\$	34.02
12						•		,	
		2.68 \$	33.17	\$	33.67	\$	34.18	\$	34.86
13		3.20 \$	33.70	\$	34.21	\$	34.72	\$	35.41
14		3.73 \$	34.24	\$	34.75	\$	35.27	\$	35.98
15		1.51 \$	35.03	\$	35.56	\$	36.09	\$	36.81
16		5.08 \$	36.62	\$	37.17	\$	37.73	\$	38.48
17		6.60 \$	37.15	\$	37.71	\$	38.28	\$	39.05
18		7.13 \$	37.69	\$	38.26	\$	38.83	\$	39.61
19	\$ 37	7.65 \$	38.21	\$	38.78	\$	39.36	\$	40.15
20	\$ 38	3.17 \$	38.74	\$	39.32	\$	39.91	\$	40.71

# B. Minimum Guarantee Pay

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

- 1. Scheduled, Coverage, and Mixed lines, Inflight Instructors and Trainers will have an 80.8 credit hour pay guarantee per five-week bid period.
- 2. Reserve lines will have an 82.8 credit hour pay guarantee per five-week bid period.
- 3. Part Time lines will have a 40.4 credit hour pay guarantee per five-week bid period.
- 4. The guarantee will be reduced for absences that are not protected from Loss of Pay.
  - a. If the Flight Attendant is eligible to bid (See the Scheduling Article, Bidding and Awarding of Schedules, and also the Leaves of Absence Article), the reduction will be the credit value of the Trips missed in the bid period, or 3.67 credit hours per Reserve Day for a Coverage line holder and 3.76 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 five-week bid period basis.
- 2. Credit hours shall consist of:
  - a. Block, Duty and Trip Time. When a Flight Attendant performs
    flight Duty, including deadhead to or from flight duty, for the
    Company, check rides, repositioning flights and ferry flights,
    she/he shall be credited with the greater of the following on a
    Trip-by-Trip basis:
    - (1) The <u>Block Time</u> (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) <u>Block Time: The greater of Scheduled Block Time</u> 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 Coverage and Reserve Line Holder. A Mixed or Coverage Line Holder shall receive the greater of 3.67 hours or the credit hours applicable to Duty performed for each Reserve day. A Reserve Line holder shall receive a minimum of 2.0 hours credit for each day of Airport Reserve scheduled pursuant to Article 7.

Example: A Flight Attendant with a Coverage Line has a Block of five consecutive Reserve days scheduled. She/he is not assigned a Trip on the first day, and then flies a four-day Trip with a credit value of 18.00 credit hours. She/he will be credited with 3.67 credit hours for the first day and 18.00 credit hours for the second through the fifth day (the Trip value is greater than the Reserve day credit of 4 x 3.67) for a total of 21.67 credit hours for the five-day Block of Reserve days.

(4) Admin Day Credit. A Flight Attendant shall receive the greater of the credit value of Trips missed or

4.50 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) Cancelled Reserve Trip Credit. 2.0 credit hours. See <u>Article 7 (Reserve)</u>, Cancelled Reserve Trip Assignment.
- (7) Credit for Scheduled Line holder (when rescheduled to stand Reserve and no further Trip assignment) 3.85 credit hours. See Article 6 (Crew Scheduling).
- (8) Vacation See Article 11:

Scheduled line holder: Trip value

Coverage line holder: 3.67 per Reserve Day

(16.16 cr. hrs. weekly)

Reserve line holder: 3.76 per Reserve Day

(9) Sick Leave - See Article 9

Scheduled line holder: Trip value

Coverage line holder: Trip value or 3.67 per

# Reserve Day

Reserve line holder: 3.76 per Reserve Day

(10) Training - See Article 8

4.5 Hours per day for Recurrent Training; 4.0 hours for other types of training.

2.0 Hours per partial day.

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

# D. Instructors and Trainers Compensation

- 1. Credit Hours:
  - a. Hours flown, as defined in the Compensation Section, for Inflight Instructors and Trainers, shall include the scheduled aircraft time for all IOE, check rides and proving runs performed on aircraft operating within the area of Horizon's scheduled flight operations.
  - b. Deadhead time for all IOE, check rides and proving runs performed by Instructors and Trainers on aircraft operating within the area of Horizon's scheduled flight operations shall be calculated and credited the same as for flight Duty when calculating hours flown.
  - 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) <u>four and</u> <u>one-half (4.50)</u> credit hours for each training or preparation day.
- 2. Additions to pay scale pay rates for performing assigned duties:
  - a. Instructors and Trainers shall receive the following additional

#### compensation:

	Annual Override	Add-on for actual IOE/Check Ride Block Hours, Classroom Instruction or in-office preparation days performed are as follows:			
a. Trainer	\$1500.00	\$6.50 per Block Hour*, or \$28.50 per day**			
b. Instructor	\$2000.00	\$6.50 per Block Hour*, or \$28.50 per day**			
*Hourly add-on for the actual IOE or Check Ride Block Hour(s) performed ** Daily add-on for each day of instruction/preparation duty performed.					

- 3. Pay Schedule for Additional Trainer and Instructor Compensation:
  - a. The "annual override" will be paid in 26 bi-weekly installments at the same time as the Flight Attendant's guarantee pay.
  - b. The "Add-On" pay will be paid with the Flight Attendant's Additional Credit Hour pay.
- 4. The above "annual override" and "add-on" amounts are minimum amounts and the Company may pay more than the above amounts if necessary to attract and retain qualified individuals, provided all Flight Attendants similarly situated are treated equally.
- 5. When Instructor or Trainer Duty days are substituted for Trips or Reserve days on a Bidline, the number of Days Off shall be the same as in the originally scheduled line. Specially built lines for Trainers and Instructors will be scheduled for minimum fifteen (15) Days Off in a bid.
- 6. The Flight Attendant's Trainer or Instructor override will cease at midnight on the day prior to the day in which she/he returns to line flying.

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

(Drafting, Open Trip, Extensions or Duty Continuing Into a Day Off)

 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 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 performs an "On-call Assignment" per Article 6, Section I.
- 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 (<u>but not extended</u>) 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 Years Day
- 2. Thanksgiving Day
- 3. 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. There will be no credit associated with the test or the payment. If the testing occurs after scheduled release from Duty at the end of a Duty Period, the Flight Attendant will notify crew scheduling of her/his release time immediately following such test.

# H. Reserve Flying Over 105 Credit Hours

A Flight Attendant who is credited with more than 105 credit hours as a Reserve during a bid period will receive 150% pay for all such credit hours over 105.

# 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.
- Flight Attendants will be paid on two pay cycles, one for bi-weekly advances against the Minimum Guarantee and another for adjustments in Minimum Guarantee Pay, additional Credit Hour System Pay (e.g. Holiday Pay, Home study, Drug and Alcohol Testing), pay for Working on a Day Off and Per Diem.
  - a. Except for Part time line holders, the Company will make direct deposit or issue paychecks biweekly for 32.32 hours of

guarantee pay unless there is a proration as described in Minimum Guarantee Pay above, or a reduction as described below. Payment for a two week period will occur on the Friday following completion of the two week period that ended the preceding Saturday at midnight. A Part time lineholder's guarantee pay will be calculated on the basis of 8.08 hours per week.

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

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

#### J. General

- Carry-over Trip Credit Hours. Credit hours for each day of a Trip that carries over from one bid to the following bid will be determined by the number of credit hours on that day calculated on the basis of the credit hour driver for the Trip (Block, Duty, Minimum Average or Trip).
- 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 period following successful completion of IOE.
- 3. When a Flight Attendant is entitled to longevity increase, her/his Minimum Guarantee Pay for the two weeks that includes the increase date will be increased for the percentage of the two week period that begins on the increase date and ends on the last day of the pay period. All pay for that bid period paid after that two week pay period (Minimum Guarantee Pay, Additional Credit Hour Pay, and Pay for Working of a Day Off) shall be paid at the increased rate.

# 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.

# Clock-Hour Rates

#### 8/4/13 7/20/14 8/9/15 7/24/16 8/13/17 1<sup>st</sup> six bid per. after bid per. w/IOE \$ 8.10 \$ 8.10 \$ 8.10 \$ 8.10 \$ 8.10 Remainder of 1<sup>st</sup> yr. \$ 8.20 \$ 8.20 \$ 8.20 \$ 8.20 \$ 8.20 2 \$ 8.79 \$ 8.93 \$ 9.06 \$ 9.20 \$ 9.38 3 \$ 9.42 \$ 9.57 \$ 9.71 \$ 9.85 \$ 10.05 4 \$ 10.06 \$ 10.21 \$ 10.37 \$ 10.52 \$ 10.73 5 \$ 10.49 \$ 10.64 \$ 10.80 \$ 10.96 \$ 11.18 6 \$ 11.02 \$ 11.18 \$ 11.35 \$ 11.52 \$ 11.75 7 \$ 11.44 \$ 11.61 \$ 11.79 \$ 11.96 \$ 12.20 8 \$ 12.30 \$ 12.54 \$ 11.76 \$ 11.94 \$ 12.11 9 \$ 12.62 \$ 12.88 \$ 12.07 \$ 12.26 \$ 12.44 \$ 12.39 \$ 12.58 \$ 12.77 \$ 13.22 10 \$ 12.96 11 \$ 12.92 \$ 13.12 \$ 13.31 \$ 13.51 \$ 13.78 12 \$ 13.24 \$ 13.44 \$ 13.64 \$ 13.85 \$ 14.12 \$ 13.45 \$ 14.35 13 \$ 13.65 \$ 13.86 \$ 14.07 14 \$ 13.67 \$ 13.87 \$ 14.29 \$ 14.58 \$ 14.08 15 \$ 13.98 \$ 14.91 \$ 14.19 \$ 14.41 \$ 14.62 16 \$ 14.62 \$ 14.84 \$ 15.06 \$ 15.29 \$ 15.59 17 \$ 15.82 \$ 14.83 \$ 15.05 \$ 15.28 \$ 15.51 \$ 15.27 \$ 15.50 \$ 15.73 \$ 16.05 18 \$ 15.04 19 \$ 15.25 \$ 15.48 \$ 15.95 \$ 16.41 \$ 15.71

\$ 16.17

\$ 16.49

b.

Minimum hourly wage as of June 1, 2013:

\$ 15.41

20

Idaho: \$7.25 Oregon: \$8.95 Washington: \$9.19

#### **ARTICLE 4**

#### **DUTY-TIME EXPENSES**

#### A. Lodging

1. 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.

#### 2. Day Rooms

- a. Day rooms will be provided for all daytime layovers that are scheduled to exceed five hours and are away from the Flight Attendant's home domicile (double occupancy for crew members of the same sex).
- 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 five 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 five 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. In selecting layover accommodations, the Company will consider the fire safety and physical security of the premises, the cleanliness and quietness of the rooms, the availability of nearby eating facilities and the recommendations of the Association; however, the Company retains the right to determine the suitability of layover accommodations. The Company will make prompt inquiries into complaints related to deterioration of service at any facility approved for layovers. Prompt remedial action will be taken in those cases where the Company affirms a deterioration of service.
- <u>4.</u> Flight Attendants will not be lodged in accommodations less suitable than those provided to the Company's pilots.

\$ 15.70

\$ 15.93

# B. Transportation

When the Company provides layover accommodations, it shall also provide transportation to and from the airport and to and from restaurant(s) designated by the Company, if no designated restaurant is within one quarter-mile of the layover accommodations. Normally such transportation will be by hotel van or Company-provided crew car; however, if no such transportation is available within 30 minutes from call, a Flight Attendant may use an alternate means of ground transportation and she/he may claim reimbursement for her/his expense by submitting a Company expense report. To the extent practicable, the crew shall be transported together, and one crew member will submit the expense report for the entire fare.

# C. Parking

Consistent with such regulations as may be set forth by the applicable airport authority, the Company will pay for airport parking of a Flight Attendant's personal automobile at her/his Domicile, or at her/his option, an alternative airport at which the Company has a Domicile. If monthly parking is available, the Company will direct pay the appropriate airport authority unless the Flight Attendant and the Company have agreed upon another arrangement. Parking arrangements in effect as of August 1, 2003, for Flight Attendants involuntarily transferred upon closure of the Spokane and Boise Domiciles shall continue, subject to the conditions in those arrangements.

# D. In-Flight Meals

- Working Flight Attendants may consume a food or beverage item from the stock placed on board for passengers if there is more than enough for the contemplated service, provided that it does not interfere with her/his cabin service. Consumption shall be discreet and as out of the sight of passengers as practicable. Flight Attendants may take one snack and/or beverage item off the aircraft for consumption during an overnight stay if it will be impractical to eat at a restaurant after arrival. Neither beer nor wine from the aircraft may be taken off the aircraft or consumed at any time, and no food or drink items placed on board for passengers may be in the personal possession of a Flight Attendant when she departs the aircraft at the completion of her/his Trip at Domicile.
- The Company will provide crew meals and food vending machines at the airports where the Company maintains facilities for the catering of its aircraft. The Scheduling Committee will provide input to the

Company with respect to the quality of crew meals and the selection of items for the vending machines. Where a schedule or reschedule would result in a crew missing a meal, such as:

- a. A late release from an outstation after restaurants are closed;
- b. An early departure from an outstation before restaurants are open;
- A delay in routing which deprives the crew of time to pick up an available crew meal; or
- d. Inadequate ground time due to parking position of the aircraft;

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

#### E. Per Diem

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

<u>1.</u>	<u>8/4/2013:</u>	<b>\$1.85</b>
2.	7/24/2016:	\$1.90
3.	8/13/2017:	\$1.95

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

- 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, s/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.
- 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 preparation of the Flight Attendant Bidlines.

#### 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).
- <u>In selecting overnight accommodations, the Company shall</u>
   endeavor to ensure that local transportation time does not
   exceed fifteen (15) minutes each way.

### 2. Duty Time Limitations

a. A Fight Attendant will not be scheduled for a Trip that contains a Duty Period in excess of FAR 117 Table B, Maximum Flight Duty Period Limits for Unaugmented Operations, including all Deadheads and requirements outlined in Article 5.F.

Scheduled Time of Start (Acclimated Time)	Maximum Flight Duty Period (hours) for lineholders based on number of flight segments						
	1	2	3	4	5	6	7+
0000-0359	9	9	9	9	9	9	9
0400-0459	10	10	10	10	9	9	9
0500-0559	12	12	12	12	11.5	11	10.5
0600-0659	13	13	12	12	11.5	11	10.5
0700-1159	14	14	13	13	12.5	12	11.5
1200-1259	13	13	13	13	12.5	12	11.5
1300-1659	12	12	12	12	11.5	11	10.5
1700-2159	12	12	11	11	10	9	9
2200-2259	11	11	10	10	9	9	9
2300-2359	10	10	10	9	9	9	9

- b. A Duty Period will be scheduled to contain a maximum of eight (8) flying legs.
- c. For Scheduled Duty Periods exceeding eight (8) hours of Scheduled Block Time, the maximum number of Scheduled legs, including Deadhead segments, will be six (6).
  - (1) When a Flight Attendant is Rescheduled for more than eight (8) hours of Block Time in a Duty Period that contains more than six (6) legs, including Deadhead segments, she/he will be paid at 150% of the pay rates contained in Article 3.A for that entire Calendar Day's Block Time.
  - (2) Article 5.A.2.c(1) does not apply to a Duty Period originally scheduled with less or equal to eight (8) hours of Block Time and with more than six (6) legs of flying if that Duty period exceeds eight (8) hours of Block Time due to weather or ATC delays.
- 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 <a href="Article 7.K.">Article 7.K.</a>.

# 3. Flight Time Limitations

a. Flight Attendants shall be Scheduled in accordance with FAR
Part 117 Table A, Unaugmented Operations Maximum Flight
Time Limits.

Time of Report (Acclimated)	Maximum flight time (hours)
0000-0459	8
0500-1959	9
2000-2359	8

- b. Maximums.
  - (1) No more than 30 Block Hours shall be scheduled in a 7 day period.

- (2) No more than 60 flight duty period (FDP) hours in a rolling 168 hours.
- (3) No more than 190 flight duty period (FDP) hours a in rolling 672 hours.
- (4) Scheduled and Mixed Bidline Block Hours in a 35 day bid period shall not exceed one hundred five (105) Block Hours.
  - (a) However, up to five percent (5%) of the Scheduled Bidlines may contain up to one hundred fifteen (115) Block Hours; provided that, the Scheduling Committee shall have the right to disapprove any line that exceeds one hundred five (105) Block Hours.
  - (b) A coverage line, when assigned, shall not exceed one hundred five (105) Block Hours.
  - (c) Solely for the purpose of determining whether a Mixed or Coverage Bidline would exceed the one hundred five (105) hour maximum, every day of Reserve assignment shall be deemed to have a value of 3.67 Block Hours.
- (5) Part time Bidlines. Part time Bidline Block Hours in a 35 day bid period shall not exceed 52.5 Block Hours.

# 4. Days Off

- a. Scheduled Bidlines shall contain a minimum of 14 calendar Days Off in a 35 day bid period.
- b. Coverage and Mixed Bidlines shall contain a minimum of 13 calendar Days Off in a 35 day bid period.
- c. Reserve Bidlines shall contain a minimum of <u>13</u> calendar Days Off, including at least one block of 4 consecutive Days Off. <u>A</u> Reserve block cannot exceed five (5) consecutive calendar

days, except during bid-period transition, when it will not exceed six (6) calendar days.

- d. Part Time Bidlines shall contain a minimum of 24 calendar Days Off in a 35 day bid period.
- e. At Domiciles where there are Mixed Bidlines, at least 50% of the Bidlines shall contain a minimum of 14 calendar Days Off in a 35 day bid period.
- f. If a Flight Attendant is unavailable for flight duty for a portion of a bid period and is not awarded a Bidline, her/his minimum scheduled Days Off for the period she/he is available for work shall be pro-rated.
- g. Within any 7 day period there shall be scheduled at least one calendar Day Off in domicile, free of any duty. Flight Attendants may waive down to the FAR minimum after the preliminary bid award.

#### Miscellaneous

Awarded Bidlines shall only vary from the foregoing provisions as may result from those changes resulting from adjustments for vacation, training, and circumstances that were not foreseen, and those necessary to accommodate the transition from one bid period to the next. An overnight on the last day of the bid period normally will be flown by the Flight Attendant holding that Trip in that bid period.

# B. Rescheduling Limitations

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

- A Flight Attendant will not be rescheduled for a Duty Period in excess of fourteen (14) hours except that a Duty Period may be rescheduled <u>up to</u> <u>sixteen (16) hours</u> only to accommodate a deadhead to a place of rest
- A Flight Attendant will not be rescheduled without mutual consent to perform any duty for more than six (6) consecutive days without a Day Off. However, for operational reasons, duty may be rescheduled to end at Domicile no later than 0200 of a day without the duty being considered duty

on that calendar day.

# C. Actual Duty Limitations

The federal regulation governing duty times and rest periods for the flight crew operating the aircraft on which a Flight Attendant is working shall be applied to limit the actual Duty Periods of a Flight Attendant.

# D. 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.
- 2. A Flight Attendant will be scheduled for, and will actually receive, a rest period of at least ten (10) hours away from domicile.
- 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

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.

- 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.
- 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.

### 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)

- The Company will attempt to notify a Flight Attendant by telephone if her/his scheduled departure time will be delayed more than one hour or canceled, unless the Company intends to reschedule her/him within that period. A Flight Attendant will be notified as much in advance as is practicable after the Company has made a definite decision.
- 2. The Company will normally not contact an off-duty Flight Attendant between 2200 and 0600 local Domicile time. The following exceptions apply:
  - a. If there is a change in the Flight Attendant's schedule, the Flight Attendant will be called so as to provide adequate time for the Flight Attendant to adjust for the change, taking into account the time needed by the Flight Attendant to get to the airport, to the extent the Company knows such information and also so as to minimize the disruption of the Flight Attendant's rest.
  - b. A Flight Attendant may be contacted when operational requirements dictate.
- 3. A Flight Attendant who is unable to report for Duty will notify Crew Scheduling as far in advance as practicable.

4. A Flight Attendant will not be required to keep the Company notified of her/his whereabouts on her/his Days Off or when on vacation, nor will the Company contact a Flight Attendant on vacation for the purposes of requiring her/him to perform Duty during her/his vacation.

#### **ARTICLE 6**

#### **CREW SCHEDULING**

# A. General Principles

- Except as provided elsewhere in this Article, Flight Attendant work assignments shall be incorporated into individual work schedules and offered for selection as Bidlines. The Company will prepare Bidlines taking into consideration economy of operations, efficient utilization of employees, the equitable distribution of work and input from the Scheduling Committee regarding Flight Attendant preference with respect to Trip pairings. Bidlines may include Company-required training, mandatory meetings and special assignments, such as air shows and charter trips.
- Continuous Duty Overnight Trips will be confined in separate Bidlines as much as possible.
- 3. There shall be no Mixed Bidlines at any Domicile or Co-Domicile so long as there are more than twenty-five (25) Flight Attendants at such Domicile or Co-Domicile.
- 4. For each bid period (currently 35 days, commencing on Sunday and ending on Saturday) the Company shall develop a Bidline for each Flight Attendant who it anticipates will be working during the bid period.
- Insofar as is practicable and consistent with the efficient utilization of personnel and the Schedule Provisions section of Article 5, every reasonable effort shall be made to eliminate scheduled aircraft changes on Trip Pairings.
- 6. The Schedule Provisions of Article 5 shall be adhered to in the development of Bidlines for each bid period. If there is an urgent need to exceed these limitations because of a shortage of Flight Attendants, the MEC President or her/his designee will be consulted for suggestions and agreement on limitation waivers that will minimize flight schedule disruptions and the impact on Flight Attendants caused by the shortage.
- 7. A flight scheduled to terminate before 00:00 (midnight) of the first day will be considered to have terminated on the first (1st) day if it terminates no later than 0200 hours local time on the second (2nd) day.

8. All times referred to in this Article are local times at the Flight Attendant's Domicile, unless otherwise stated.

# B. Association Scheduling Committee

- The Association will establish a Scheduling Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to Trip Pairings and line construction.
- 2. The Association Scheduling Committee shall meet with the Company each bid period when there is not an active Crew Planning Liaison. When there is an active Crew Planning Liaison, the parties shall meet each quarter, or more frequently by mutual agreement, to discuss scheduling issues. The Association shall be responsible for recording and distributing the minutes of the meetings. The Company and the Association must agree with and sign the minutes, which shall then be distributed to Crew Planning and the Flight Attendants.

# 3. Crew Planning Liaison

- A Flight Attendant who has demonstrated an understanding of the scheduling process and a commitment to the committee through regular attendance at committee meetings may be selected to be the Crew Planning Liaison.
- b. The primary role of the Crew Planning Liaison shall be to promote the interests of the Flight Attendants in their Trip Pairings and Bidline schedules as indicated by the Association's Scheduling Committee. In addition, the Crew Planning Liaison shall communicate to the Flight Attendants through the Association's Scheduling Committee, the limitations on these interests, including the Company's interest in maximizing Flight Attendant productivity. The Crew Planning Liaison shall communicate regularly with the Scheduling Committee.
- c. Since the contemplated role of the Crew Planning Liaison involves close and cooperative interaction with the Company's Crew Planning department, selection of a Crew Planning Liaison shall require the mutual agreement of the Company and the Association's MEC President.

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

4. The Crew Planning Liaison will be granted access to the records and documents that the Company maintains to research and address scheduling problems and issues pertinent to the Scheduling Committee's activities.

# C. Contents of the Bid Package

- 1. Bid packages will contain:
  - a. Scheduled lines, constructed from all known Trips except Trips withheld for assigned lines, IOE, training, and as otherwise permitted by this Agreement and other Trips that cannot be constructed into Scheduled lines pursuant to the requirements of this Agreement.
  - b. An anticipated number of Mixed Lines, if applicable (See Section A.3., above)
  - c. An anticipated number of Coverage lines, which will be left blank.
  - d. An anticipated number of Reserve lines with Days Off, available days and scheduled reserve availability periods, as well as Airport Reserve lines with scheduled airport reserve periods and Days Off. Reserve blocks within the lines will have the same scheduled reserve availability periods.
  - e. All awarded vacation time for that bid period.
  - f. RON information, including hotels, ground transportation, etc.
  - g. The Trip key, including flight times, duty times, report times, release times, and credit values, as applicable.
- 2. The Company will create Scheduled lines in accordance with C.1.a above and the following:
  - A planned sequence of Trips with intervening Days Off, arranged in a schedule for the bid period. Report times in a Bidline, to the extent possible, subject to other contractual provisions (including Scheduling Committee recommendations), will be grouped as either early, midday, or late.
  - b. No Reserve Duty.

- c. Days Off at Domicile.
- A minimum of 80.8 credit hours.
- e. A maximum of 105 Block Hours.
- f. Only Trips that commence and end at the Flight Attendant's Domicile.
- g. A Scheduled Bidline containing single Days Off, other than single Days Off on the first day or the last day of the bid period, also will have a block of three or more consecutive Days Off for every such single Day Off.
- h. Continuous Duty Overnights (CDOs)
  - (1) A Flight Attendant will be scheduled for no more than four (4) day—three (3) night consecutive CDOs.
  - (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.
- Mixed lines

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

# Coverage lines

- a. Coverage lines shall be blank when published in the bid package and subsequently constructed from Trips that become available as a result of vacation awards, training, check rides, leaves of absence and Trips that are not in Scheduled lines. Coverage lines will also contain Days Off and may contain Reserve days, which will contain scheduled reserve availability periods, and, if airport reserve days, the scheduled airport reserve periods.
- b. Coverage lines must contain some Trips and Reserve days or all Trips in addition to Days Off except that if the number of Coverage lines is less than anticipated, additional Reserve lines will be constructed but will still be considered Coverage lines for bid award and pay purposes.
- c. The Company will construct Coverage lines with as many Trips as possible not to exceed a maximum of 105 Block Hours.
- d. Coverage lines may contain charters.
- e. Reserve days may be built into the Coverage lines. The Reserve days will be designated with scheduled reserve availability periods or scheduled airport reserve periods, as applicable
- f. The numerically lowest Coverage line(s) will be those with the fewest (or no) Reserve days.
- g. Coverage lines will be awarded by seniority. The most senior Flight Attendant to be awarded a Coverage line will be awarded the numerically lowest Coverage line.
- h. Flight Attendants awarded coverage lines may request up to two specific days off before Crew Scheduling places trips on the coverage lines. Requests will be honored in seniority order.

 Reserve lines (straight Reserve lines) lines will be published in the bid package and constructed to show Reserve days, scheduled reserve availability periods or scheduled airport reserve periods, as applicable, and Days Off.

# D. Bidding and Awarding of Schedules

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

### 1. Training Bids

- a. No later than the second day of the bid period (the first Monday), 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 period.
- b. The training bid will open at 1200 Pacific time on the fifth day of the bid period (the first Thursday) and will close at 1200 Pacific time on the ninth day of the bid period (the second Monday).
- c. Training dates will be awarded in seniority order no later than 1800 Pacific time on the ninth day of the bid period (the second Monday). 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.
- 2. Bid packages will be made available electronically, through the Internet, to all Flight Attendants at or before 1200 hours on the twelfth day of the bid period (the second Thursday). By the same time, a paper copy of the bid package will also be made available upon request to any Flight Attendant who requests the bid packet for her/his Domicile. Along with the Bidlines and Trip Pairings Flight Attendants shall also be provided with the date bids will close and the date the final bid awards will be published.
- 3. Bids must be recorded on the electronic bid triangle(s). Terminals for such bidding will be available at the Domiciles. The triangle(s) may also be accessed through the Internet. A Flight Attendant who is on vacation or who is unable to submit her/his bid electronically due to unexpected illness or injury on the day that bids are due may submit her/his bid by telephone or facsimile, and the Crew Planning Department will enter her/his bid on the triangle.

- 4. A Flight Attendant must submit her/his bid by 1200 on the sixteenth day of the bid period (the third Monday) in order to ensure it is considered.
- 5. Bids will be awarded in seniority order of the eligible bidders, on the basis of the bids on the bid triangle.
- Preliminary bid awards (indicating the tentative Bidline number, before adjustments as described in paragraph 14, below, are made) will be posted electronically as soon as they are ready for posting by Crew Planning but no later than 1700 on the sixteenth day of the bid period (the third Monday).
- 7. Requests for vacation slide must be submitted between 1700 on the sixteenth day of the bid period (the third Monday) and 1700 on the seventeenth day of the bid period (the third Tuesday).
- 8. Initial awards will be posted by 1200 on the nineteenth day of the bid period (the third Thursday).
- 9. The integration protest period will begin at 1200 on the nineteenth day of the bid period (the third Thursday) and will close at 1200 on the twentieth day of the bid period (the third Friday).
- 10. SAP I (see Section D.15, below) will open at 1800 on the twentieth day of the bid period (the third Friday), and will close at 1200 on the twenty-third day of the bid period (the fourth Monday).
- 11. SAP II (see Section D.15, below) will open at 1800 on the twenty-third day of the bid period (the fourth Monday), and will close at 1200 on the twenty-fifth day of the bid period (the fourth Wednesday)
- 12. Final bid awards for all Flight Attendants will be posted electronically <u>as</u> soon as they are available, and in hard copy no later than 1700 on the <u>twenty-eighth day of the bid period (the fourth Saturday)</u> and remain posted for the duration of that bid.
- 13. The bid period opening and closing dates and times for the next bid period will be included with the final bid award.
- 14. The Company shall make only the necessary adjustments to the awarded line of a Flight Attendant to correct errors and to provide for the bid period to bid period transition, vacation, training, minimum days free from Duty, and leaves of absence of that Flight Attendant subject to Paragraph 15 (SAP). A Flight Attendant may indicate her/his desire to waive minimum

days free from Duty that would otherwise be restored due to transition conflict by completing the applicable section of the bid. With respect to transition conflicts:

- a. If the newly Awarded 35 Calender Day bid has a Trip Pairing that conflicts with a Trip Pairing in the current Bid Period, the Trip Pairing in the new Bid Period will be removed..
- b. If the newly Awarded 35 Calendar Day Bid Period causes the Flight Attendant's Scheduled Block time to exceed thirty (30) hours in seven (7) consecutive Calendar Days, Trip Pairings(s) will be adjusted in the new 35 Calendar Day Bid Period to reduce the Scheduled Block time to thirty (30) hours or less. The adjustments in the new 35 Calendar Day Bid Period will be such that it results in the minimum loss of credit value in the new bid.
- c. If the newly Awarded 35 Calendar Days Bid Period has a conflict due to the six (6) Calendar Days in a row restriction in Article 5:
   Hours of Service, the conflict will resolved by removing the Trip Pairing(s) in the new 35 Calendar Day Bid Period in order to resolve the conflict with the minimum loss of credit value in the new bid.

# 15. Schedule Adjustment Period (SAP)

### a. General

- (1) The purpose of SAP is to allow a scheduled lineholder, within stated restrictions, to modify her/his bidline for the purpose of obtaining a more satisfactory schedule. The new schedule must meet all contractual and FAR requirements.
- (2) The Association may withhold up to five percent (5%) 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 period guarantee after completion of any transaction or set of transactions.

- (b) A scheduled lineholder may add, drop or trade trips or Reserve Availability Periods.

  The Company will not place Reserve Availability Periods on the Flight Attendant's line.
- (4) A Part-Time Flight Attendant may participate in SAP, but only to the extent that any modifications to her/his schedule do not result in more than eleven (11) duty periods on the resultant line.
- (5) A Flight Attendant may only pick up or trade for a Trip(s) that begins and ends 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.
- SAP Blackout Dates are the first three days of the bid period, New Year's Day, Mother's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. 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) No trades, drops or adds with other Flight Attendants or Open Time will be processed during the time between the closure of SAP II and the final bid award if either of the Trips involved includes any duty during the last six days of the current bid period.

# b. SAP I (Seniority-Based)

(1) All open Trip Pairing(s), including all unassigned Reserve Availability periods, remaining after the initial bid line award, and any withheld Trip Pairings(s) from

the initial bid line construction, will be available for SAP I. A Flight Attendant will submit her/his request(s) for drops, adds and trades through the designated computer system for both SAP I-A and I-B.

- (2) SAP I-A (Only Flight Attendants with lines below minimum bid period guarantee may participate):
  - (a) Any Flight Attendants whose line, due to the integration process, has fallen below the minimum bid period guarantee, may participate in SAP I-A. Such Flight Attendants will be awarded, in seniority order, sufficient Open Trip(s) beginning with the highest value available Trip requested, to bring them up to or above quarantee. Such Flight Attendants will be limited to picking up additional Trip Pairing(s), except that a Trip trade request will be awarded if it involves dropping a single Trip: said Trip conflicts with the Trip being picked up, and the requested trade brings the Flight Attendant to or above Minimum Guarantee. Once Minimum Guarantee has been reached, all other requests for Trip trading or picking up additional Open Time(s) will be processed per Paragraph c, below.
  - (b) If a Flight Attendant with a line below her/his minimum bid period guarantee does not participate in SAP I-A, or does not participate sufficiently, she/he will have Trip(s) and/or AVL Day(s) assigned by the Company to her/his line to bring the line value up to or above Minimum Guarantee.

    Such adjustments will be made based on pairings available after all Flight Attendants who fully participated in SAP I-A have had their requests processed.
    - (I) Such Trip(s) or AVL Day(s) will

be assigned without regard to any maximum number of Days to be added that the Flight Attendant may have designated on the SAP bid.

- (ii) Although the Company may assign Trips on any Days Off,
  AVL days may only be placed on originally scheduled days during the transition period.
- (iii) The minimum value pairing(s) will be used to bring the line above guarantee. For example, a Flight Attendant who is ten (10) credit hours below Minimum Guarantee may be assigned one (1) 11 credit Trip or three (3) four credit Trips.
- (3) SAP I-B (All Scheduled Lineholders Flight Attendants are eligible to participate)
  - (a) All Trips and reserve availability periods remaining after the completion of SAP I-A will be available for SAP I-B.
  - (b) After the completion of SAP I-A, all participating Flight Attendants will then be awarded trades, adds and drops in accordance with this Section and in seniority order up to the maximum number of Days designated in the SAP Bid Form.

    Scheduling will honor all legal requests by a Flight Attendant before moving on the next most senior Flight Attendant.
- c. SAP II (First Come-First Served)
  - (1) After the completion of SAP I-B, all remaining open Trips and Reserve Availability Periods will be available for SAP II.

- (2) Requests to add, drop or Trip trade will be awarded in accordance with this Section and on a first-come, first-served basis.
- The computerized bid Award system will award trades, drops and adds on a "real-time" basis. However, until such time as the computerized bid Award system is available, Crew Planning will process SAP II requests at least hourly except that between the hours of 2300 and 0500 transactions will be placed in time order but not processed until 0500. During the process, Crew Planning will post pairings available for SAP II at least hourly, except from 2300 through 0500.
- d. Any open Trips or Reserve Availability Periods remaining or becoming available after SAP II has been completed may be placed into Coverage Lines, or if not, will be assigned pursuant to Section I (Assignment of Open Time and Trip Adds), below.

# 16. 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 period 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. The Company shall build a Coverage Bidline for a Flight Attendant who is ineligible to bid as specified above but who is released to work after the date that bids close. The Company shall make every effort to construct that Coverage Bidline from available open time to meet the parameters of a Scheduled Bidline. The Flight Attendant shall have the option of dropping the Reserve days in her/his coverage 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 Part-Time 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 long-call, all AM Reserve Availability Periods or all PM Reserve Availability Periods can include Airport Reserve and/or CDO Reserve.
- 17. A Flight Attendant failing to make a sufficient number of bids, or failing to meet the deadline, will be assigned the highest unbid numerical line at the Flight Attendant's Domicile after all bidders' preferences have been awarded. If more than one Flight Attendant fails to bid, the remaining lines will be assigned in seniority order commencing with the lowest numbered line.
- 18. A Flight Attendant who will be on vacation or leave of absence when bid packages are distributed may provide the Company with a prepaid, preaddressed overnight delivery envelope or any other electronic methods in which case the Company will forward a copy of the bid package to such Flight Attendant. A Flight Attendant who is sent a bid package by such method may submit her/his bid via fax or electronically, through the Internet.

# E. 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

- After she/he has checked in for her/his trip, a Flight Attendant holding a Scheduled line or a Coverage line or any Flight Attendant (including a Reserve) who has picked up, traded into, volunteered for or been drafted to a trip, may be assigned to a rescheduled trip or to reserve duty, or may be released from duty. A Flight Attendant may also be rescheduled prior to check-in or when the entire trip is cancelled. This Section F does not apply to a Reserve or Coverage Flight Attendant flying on a scheduled Reserve day(s).
  - a. Any rescheduling decision affecting the work schedule on the day the decision is made, including a decision to place the Flight Attendant on reserve for the balance of the day, shall be communicated to the Flight Attendant within two (2) hours of the decision if the Flight Attendant is contactable on the ground, or, if then in the air, at the first time thereafter that the Flight Attendant is contactable on the ground.
  - b. When the Flight Attendant is rescheduled, she/he will be credited with the greater of the original assignment or the assignment she/he actually performs. If released from duty, she/he will be credited with the value of the original trip.
- 2. If assigned a rescheduled trip:
  - Any rescheduled Trip must remain within the date(s) of the original Trip, regardless of when the rescheduling occurs or how many times the Flight Attendant is rescheduled.
  - b. Rescheduling must be within the limitations of this Article 6 (Crew Scheduling) and Article 5 (Hours of Service).

- c. A Flight Attendant scheduled for a single day Trip will not be rescheduled for a multi-day Trip.
- 3. If assigned to Reserve for subsequent days, the Flight Attendant will be released from her/his reserve availability period on the last day no later than the release time for her/his originally scheduled trip, but may be assigned any trip with a check-in time that falls within the reserve availability period. Assignment of trips shall not be subject to the order of assignment provisions of Article 7.F. The Flight Attendant may elect:
  - 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 short-call 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 <a href="mailto:short-call">short-call</a> reserve in another Horizon city of her/his choice for the number of days remaining in the original trip and be credited with the greater of the value of the original assignment or the assignment she/he actually performs. If the Flight Attendants sits reserve in a city that is not a Domicile, any deadhead to the assignment will be unpaid (one-minute limo); or
  - d. To be assigned a new trip outside the parameters of Paragraph 2 and receive credit as set forth in Paragraph 6, below.
- 4. A Flight Attendant extended into the next day due to ATC, maintenance, or weather delays, must be returned to her/his Domicile and Bidline expeditiously, on the next scheduled flight, if possible, and she/he will be paid as set forth in the Compensation section. At her/his option, the Flight Attendant may request to be released at the outstation with no loss of credit.
- 5. When a Trip utilizing an aircraft with two Flight Attendants who are Scheduled or Coverage line holders (or a Reserve who has picked up a trip from Open Time or from another Flight Attendant) is rescheduled and results in the Flight Attendants having different routings for the remainder of the Trip, different relief times, or different new Trip and/or Reserve assignments (e.g., when a 37 seat aircraft is substituted for a 70 seat

aircraft), the senior Flight Attendant shall be given first choice with respect to the possible assignments (or relief from assignment) that are available at that time.

- 6. When Crew Scheduling notifies a Flight Attendant of her/his assignment to short-call reserve pursuant to Paragraph 3, above, the Flight Attendant may ask Crew Scheduling if there are any trips available that do not meet the criteria for assignment under Paragraph 2, but that s/he may legally fly, including Trips that extend into any following Days Off. If the Flight Attendant accepts such a Trip, she/he will receive the credit for the greater of the original or new trip for that trip. In the case of a lineholder working on scheduled work days, the portion of the credit for working on a Day Off, calculated on the basis of the credit driver for the trip (Block, Duty, Minimum Average or Trip), shall be credited and paid above guarantee (See Article 3, Section E.2 (150% pay).
- 7. If the Flight Attendant is released from Duty pursuant to Paragraph 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.
- 8. 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.
  - <u>a.</u> 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

If a trip is cancelled within twenty-four (24) hours of check-in time, and the Flight Attendant is not rescheduled pursuant to Paragraph F.1, above, she/he shall receive

a minimum of four (4) credit hours for that Trip, even though no portion of the Trip is flown, and the days of the trip will become Days Off. If a Trip is cancelled twenty-four (24) or more hours before check-in time, and the Flight Attendants is not rescheduled pursuant to Paragraph  $\underline{F.1}$ , above, at the time the trip is cancelled, the originally scheduled work days will become days off and the Flight Attendant will receive no credit for the Trip.

# H. Trip Extensions

- 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.
- 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. This Paragraph does not apply to trips assigned to a Flight Attendant during a Reserve Availability Period.

# . Assignment of Open Time and Trip Adds

- Open time means Trips that are unassigned after construction of the Coverage lines at the time of the Final Bid Award for a bid period and Trips that become unassigned during that bid period on account of unplanned absences (e.g. sick calls, leaves of absence, resignations).
- 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 Monday after the distribution of final bid awards (the thirtieth day of the bid period). 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 6.1.6 c or d, then the trip will remain in Open Time until twelve (12) hours before check in time. Although Crew Scheduling can begin assigning Open Time twelve hours before the trip, it is not required to remove any Trip from Open Time at that time. Long-call Reserves may self-assign trips more than twelve (12) hours before check in time. In order to be eligible for award of an open time Trip:
  - a. The Flight Attendant must be <u>qualified</u>, have the <u>proper</u> documentation and be able to perform the entire Trip without conflict with <u>the trips or Reserve Availability Periods on her/his</u> line at the time of the transaction with Open Time.

- b. The Flight Attendant may not be scheduled for Reserve during the period of the Trip (including rest periods required before and after the assignment).
- c. The Flight Attendant must be legally able to perform the Duty from a Duty/rest standpoint. Flight Attendants may waive their scheduled rest down to FAR minimums to facilitate trip adds. However, should the Flight Attendant waive rest to below the provisions of Article 5, and as a result become unable to fly her/his next bidline scheduled trip or reserve availability period, there will be a reduction in her/his bid period guarantee pursuant to the trip drop provisions of Article 6.J.2 of the Agreement.
- d. Base Turns 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) hours 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.
- 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.
- 4. The Company will post open time by electronic means in real time.
- 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.
- Open time that has not been awarded, or first becomes available, within 12
  hours before the check-in time for the Trip shall be assigned or awarded in
  the following order:
  - a. Assign to a Reserve Flight Attendant in Domicile, then
  - b. Assign to a Reserve Flight Attendant out of Domicile, then

- Award to any Flight Attendant who is eligible under the criteria of I.1. above, who volunteers for open time as part of the On Call Assignment provision as specified in paragraph 7, below, then
- d. Assign to an Inflight Management Flight Attendant (the Company may skip this option), then
- e. Subject to the limitations of Section I.8. 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).

# 7. 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 I.1. above before Drafting. Flight Attendants who stated parameters for flying as permitted by Paragraph 6.a, above, will be called according to their seniority and will be offered any trip, but may decline a trip(s) that does not meet her/his stated parameters without incurring the penalties contained in Paragraph 6.d, below.
- In addition, the Company may solicit volunteers for days on which no Flight Attendant has indicated availability, and for such days, may select the first Flight Attendant who volunteers.
- d. If the Company contacts a Flight Attendant pursuant to subparagraph b above, and she/he refuses the assignment, the Company shall not be obligated to call her/him again during that bid period and the subsequent bid period pursuant to the provisions of this paragraph 6.
- 8. Drafting of a Flight Attendant shall be subject to the following conditions and limitations:

- a. A Drafting assignment shall not be made before <u>twelve (12)</u> hours prior to the open time Trip.
- After the assignment has been made, a Drafted Flight Attendant may not be relieved from an open time assignment without her/his consent.
- c. A Flight Attendant who has been Drafted may request that the Company continue trying to assign the open time assignment until four hours before the scheduled show time on the conditions that: (1) she/he will consent to her/his replacement if another Flight Attendant is assigned to the open time; and (2) she/he agrees to report for the open-time assignment unless notified that another Flight Attendant has been assigned to the Trip.
- d. When a Flight Attendant who has been Drafted completes her/his open-time assignment, she/he shall be moved to the top of the seniority list of the Flight Attendants in her/his Domicile for Drafting purposes. The Flight Attendant shall retain this increased protection from another Drafting assignment for the remainder of the bid period and during the next bid period (provided she/he retains the same Domicile).
- e. The Company may excuse a Flight Attendant from a Drafting assignment for reasons such as the need to care for a child at home, etc. However, a Flight Attendant who has been excused from a Drafting assignment shall not be moved from her/his current Drafting seniority position until she/he performs a Drafting assignment.

### 9. 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 period as part of the normal process (Section I.2. above), but not more than 4 days in a bid period. 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.6. 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 four (4) hours prior to the check-in time of the earliest Trip being traded.
  - b. Trip trade requests may be for any entire Trip, or for a portion of a Trip as provided below. The Company will not be responsible for Per Diem, Deadhead, or credit hour provisions associated with a Flight Attendant's travel to and/or from a Trip trade origination point. The Commuter Policy (See Article 25, Section E) shall apply.
  - A Reserve or Coverage Line Holder may trade with another C. Reserve or Coverage Line Holder one or two complete, scheduled consecutive-day Blocks of Reserve days during a bid period so long as the trade does not result in either Flight Attendant being scheduled for Reserve Duty on seven (7) or more consecutive days. Reserve Line Holders may not give away any portions of their schedules, but may trade a partial Block with another Reserve or Coverage Line Holder provided the trade does not result in any loss to the Company of its ability to cover open Trips. 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: ORRRRROOO for the last two days of F/A "B"s R days of:

though there were two separate duty periods.

OOORRRR RRO. F/A "A" now has OOORRRRRROO "A" can trade for Flight Attendant "C"'s R days off: ROOORRRRRR A will now have: OOOORRRRRR

- 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. Flight Attendants may waive their scheduled rest down to FAR minimums to facilitate trip trades. However, should the Flight Attendant waive rest to below the provisions of Article 5, and as a result become unable to fly her/his next bidline scheduled trip or reserve availability period, there will be a reduction in her/his bid period guarantee pursuant to the trip drop provisions of Article 6.J.2 of the Agreement.
- 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 3.76 credit hours (3.67 for a coverage 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

# 2. Trades/Drops Involving Open Time

- a. A Flight Attendant may drop a Trip, or portion of a Trip as provided below, or trade a Trip with another Trip in open time, provided the Company verifies that there exists adequate coverage. There will be a corresponding reduction of the Flight Attendant's bid period guarantee if the new Trip has less credit hours than the one traded or for a Trip drop. This provision does not apply to trips assigned to Reserve or Coverage Flight Attendants flying on scheduled Reserve days.
- b. A Reserve or Coverage Flight Attendant may drop a Reserve day(s) at the beginning or end of a Reserve availability Block provided the Company verifies that there exists adequate coverage, with a corresponding reduction of the Flight Attendant's bid period guarantee.
- c. No more than one Trip in a bid period may be dropped earlier than seven (7) days prior to its commencement. A Flight Attendant may not pick up a trip posted in Open Time for 150% pay that operates on the same day(s) as the trip dropped pursuant to this Paragraph.

# 3. Split Trips

- a. A Flight Attendant may split a Trip for the purpose of trading a portion of a Trip with another Flight Attendant, giving away a portion of a Trip to another Flight Attendant, 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. <u>A Trip on the Flight Attendant's line may be split an unlimited number of times.</u>
- 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) <u>Unless the partial trade/giveaway involves a base</u> 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.

# g. Partial Trip drops:

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

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

- (2) The Company will not be responsible for Per Diem, Deadhead, or credit hour provisions associated with a Flight Attendant's travel to and/or from a partial Trip drop origination point. The Commuter Policy (See Article 25, Section E) shall apply. If the drop is not at the Flight Attendant's Domicile, Crew Scheduling will insert a 1-minute "LIMO" from the drop point to the Flight Attendant's Domicile.
- h. Drop of a Deadhead at the beginning or end of a Trip (first leg or last leg):
  - (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 7.1 (Release following Assignment).
  - (3) Pay
    - (a) Trip pay will be adjusted to reflect the

amended Trip in accordance with Article 3. The value of the amended trip will be recalculated. Pay will begin at the report time for the first leg on which the Flight Attendant actually works or deadheads and will end at the release time after the last leg on which the flight attendant works or deadheads.

- (b) If a Trip changes in such a manner that the Flight Attendant is unable to meet the Trip as planned, she/he may be used for another flying assignment or relieved from duty. Trip and Duty time will commence at the Report Time noted in 3.a, above. 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).
- 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 Article 5, Hours of Service, or as in h, above, when reporting after a deadhead drop.
- k. Pay:
  - (1) Each portion of a split Trip flown in a trade or give away, and the portion of the split Trip flown by the originally scheduled Flight Attendant in a Trip drop, except for the drop of an initial or final deadhead leg, will be credited based on Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1), and with no

single day minimum credit.

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

#### I. Per Diem:

- (1) Per Diem for the incoming Flight Attendant will be paid until 15 minutes after Block in.
- (2) Per Diem for the relief Flight Attendant will be paid from 30 minutes prior to departure.
- 4. Trip trade or Trip drop requests will be approved or rejected in real time, up to four (4) hours before the report time for the earliest Trip being traded. However, a trade involving a transition Trip (a Trip that begins in one bid period and ends in the next) may not be made with a Flight Attendant who has vacation scheduled during the first week of the next bid period. A trade involving a transition Trip that is submitted between bid closure and the publication of the final bid award will not be processed until after the final bid awards are published for the subsequent bid period. Trip trades and drops are approved when the Flight Attendant obtains confirmation from Crew Scheduling. This confirmation will be made by electronic means through the password protected Company website for trades and drops.

# K. Trades, Drops and Adds for Reserve Flight Attendants (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 of 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 Coverage 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.
- 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 3.76 credit hours, and the Flight Attendant will be paid, above guarantee, the greater of the hours flown or credited as a reserve or 3.76 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 3.76 credit hours, and the Flight Attendant will be paid, above guarantee, the greater of the hours flown or credited as a reserve or 3.76 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. AVL Days

- 1. A Flight Attendant who has been assigned an AVL ("available") day(s) during the <u>transition</u> period may:
  - Pick up a trip(s) from Open Time. If the trip also spans a scheduled Day Off, the Flight Attendant will receive Day Off pay pursuant to Article 3.E.4 for the portion of the trip worked on the Day Off; or
  - b. Request day-at-a-time vacation pursuant to Article 11.B.8.

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

# M. Charter Trips and Other Special Assignments

- 1. Charters not included in Bidlines as outlined in Section A.1. above that are received by the Crew Scheduler more than 7 days prior to departure of the Trip shall be posted for bid as soon as practicable. Flight Attendants shall have until 5:00 pm of the 5th day before the Trip departure date to bid for the Trip. Bidders shall list their name and seniority number. The charter Trip will be awarded no later than 5:00 pm of the third day before the Trip departure date. Charter bidders at the Domicile will be considered in order of Flight Attendant seniority. If the charter Trip conflicts with the Flight Attendant's scheduled work, the scheduled Trip may be dropped if there is adequate coverage. If a charter Trip is awarded and a scheduled Trip is dropped, the Flight Attendant's minimum bid period guarantee will be adjusted in accordance with paragraph 5 of the Trip Trades/Trip Drops Section of this Article.
- 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.

#### N. Co-Domiciles

The Company may designate two or more airports as a Co-Domicile, provided such airports are within a 50-mile radius.

- Where Co-Domiciles exist, Flight Attendants may designate which airport
  they wish to have as their primary short-call Reserve obligation airport. A
  Flight Attendant who designates an airport as primary for short-calls must
  be able to report to that airport within the time period specified for reporting
  for Reserve assignments at that Co-Domicile.
  - a. If a Co-Domicile is created with one of the airports being an existing Domicile airport, the minimum time for reporting shall not be less than the time period specified for the already existing Domicile.
  - b. In the event a Co-Domicile is deactivated, Reserve Flight Attendants will not be required to relocate in order to be able to report within the minimum time for reporting. It is understood that any subsequent move will not place the Reserve Flight Attendant further from the new primary Domicile than she/he was at the time of the deactivation.
  - c. In making short call Reserve assignments, the Company shall first call those Flight Attendants whose primary short-call Reserve assignment is at the airport where the short-call need exists. If the Company makes a short-call to a Flight Attendant who does not have that airport as her/his primary short-call Reserve airport, the Company will take into account the travel-time needs of the Flight Attendant in establishing a reasonable report time for the assignment. Except for short-calls, the normal Reserve assignment criteria of 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.
- A Flight Attendant shall be provided parking at Company expense in accordance with the Duty Time Expense provisions of the contract at all Co-Domicile airports at which she/he will be required to report for Duty.

#### O. Part Time Bidlines

1. Part time lines provide Flight Attendants an opportunity to work on a part-

time basis and provide the Company the ability to adjust the staffing it has available for assignment. Toward these objectives, the <u>Managing Director</u> of Inflight shall plan for staffing at its Domiciles in excess of the number of Flight Attendants that would otherwise be needed.

- a. The Company shall make bid-by-bid decisions regarding the number of part time lines that will be made available for that bid period. However, if the number of part time lines that the Company plans to make available in any bid period is less than 5% of the number of Scheduled Bidlines at any Domicile, the 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 <u>Scheduled</u> Bidlines at a Domicile may be part time lines.
- Part time lines, as put out for bid, shall have credit hours no less than 40.4 credit hours.
- Eligibility. Only Flight Attendants who have successfully completed their probationary periods are eligible to bid for part time lines. Inflight Trainers and Instructors will not be awarded part time lines during bid periods in which Trainer or Instructor duties will be performed.
- 4. Award of part time lines. Part time lines shall be published as part of the bid packet and awarded by seniority of the eligible bidders. If an insufficient number of Flight Attendants bid the part time lines, the Company shall put Trips in unbid lines into other Scheduled Bidlines or Coverage Bidlines during the bid award process, or into open time. No Flight Attendant shall be involuntarily assigned a part time line.
- 5. Trip Trading: Flight Attendants awarded part time lines may, pursuant to Sections I and J of this Article, trade Trips with another Flight Attendant(s) or with Open Time, drop Trips to Open Time or to another Flight Attendant(s), or pick up Trips from Open Time or from another Flight Attendant(s), provided, however, that in no case shall the Flight Attendant adjust her/his schedule to result in more than eleven (11) duty periods during the bid period. 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.

#### **ARTICLE 7**

#### RESERVE

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

# B. Reserve Availability Periods

- 1. When posted for bid, short-call Reserve lines will be designated with fourteen-hour reserve availability periods. The Company will also publish Airport Reserve lines, and, at its discretion, will publish CDO Reserve lines and long-call reserve lines with designated availability periods. Long-call reserve lines will contain 24-hour reserve availability periods. If insufficient Flight Attendants bid for the available long-call reserve lines, the remaining long-call reserve lines will be converted to AM or PM short-call Reserve lines and assigned to the Flight Attendants who failed to bid sufficient lines in inverse seniority order.
- On the first day of each <u>short-call</u> reserve block, Flight Attendants on Reserve will be subject to call during the reserve availability period specified in their bidline. On the remaining days of the reserve block, the Company may change the fourteen (14) hour reserve availability period by notifying the Flight Attendant before the end of the reserve availability period on the day prior.
- 3. Crew Scheduling will use its best efforts to maintain and, when operationally practical, to restore, the integrity of the awarded reserve block. The decision to switch (and to restore) duty availability periods will be based on operational needs (e.g., the trips that Crew Scheduling knows need to be covered at the time of the switch, balancing the reserve complement to better match anticipated needs). Upon request, the Company will make available to the Association and the affected Flight Attendant the information it relied on in making the decision.
- 4. The Company will honor requests to waive the remaining period of Reserve beginning three hours before the end of the Reserve Availability Period on the last day of the period of Reserve availability, and the Company will honor requests to be released from the remainder of the Reserve day after confirming with scheduling that the last flight from the Domicile has departed, when staffing and operational considerations permit.

5. Days Off on Reserve Bidlines will not be adjusted prior to publication of the final bid awards except to eliminate contractual and legality conflicts in the new bid period as a result of transition. Following publication of the final bids awards, Reserve Bidlines may be adjusted in cases of operational necessity and will be done as provided herein. Only Days Off in the new bid will be adjusted. The total number of days adjusted following publication of the final bids awards will not exceed two (2) within any bid period or fourteen (14) within a calendar year, without a Flight Attendant's consent. The cumulative number of Days Off may not be reduced below the minimum Days Off as a result of these Company adjustments. Additional days may be moved with the Flight Attendant's consent. The Company shall notify a Flight Attendant whose Reserve day/Day Off is being moved and what her/his new schedule will be as soon as possible.

### C. Reserve Period Notification

- 1. Preliminary information regarding assignments will be provided by E-Crew no later than 1900 each day.
- A Flight Attendant who has been notified of her/his reserve availability
  period or Trip assignment for the next day prior to commencing a rest
  period that encompasses the contact period will not be required to interrupt
  her/his rest to contact Crew Scheduling.
- 3. Crew Scheduling will not contact a short-call Reserve Flight Attendant during a Reserve Availability Period between 0000 and 0600, unless the Flight Attendant must show for a Trip before 1100. In that case, Crew Scheduling will not contact the Flight Attendant more than three hours before check-in.

# D. Reserve Contactability

Every Flight Attendant shall provide the Company one or two telephone numbers where she/he will be contactable during Reserve availability periods. A Reserve who uses a pager or cellular phone is responsible for ensuring its proper operation and giving Crew Scheduling the correct number. Flight Attendants who use pagers or voice mail must respond to a page or telephone message within ten (10) minutes (sixty (60) minutes for long-call Reserve). The response may be through self-notification in E-Crew. However, the Flight Attendant's time to report will be measured from the time that the message or page was left.

# E. Reserve Reporting Requirements

# 1. Short-Call Reserves

- a. Short-call Reserve Flight Attendants are required to report within two (2) hours of call out if based in Portland or Seattle, and ninety (90) minutes if based in ANC, BOI, GEG or MFR. For new Bases, the report time shall be 1.5 hours (90 minutes) unless the driving conditions are similar to Seattle and Portland, in which case the time shall be determined by comparison with Seattle and Portland. When a Flight Attendant is delayed in transit, she/he will attempt to advise Crew Scheduling by cell phone or other means.
- b. A short-call Reserve need not be contactable by Crew Scheduling during the two-hour (90 minutes in ANC, BOI, GEG or MFR) period before check-in.

# 2. Long-Call Reserves

The following will apply to a Long-call Reserve:

- a. A Long-call Reserve must be contactable by Crew Scheduling during the Reserve Availability Period except when she/he is assigned a rest period. Long-call Reserves may use pagers or voice mail provided they respond to a page or telephone message within sixty (60) minutes. If no response is received by Crew Scheduling within sixty (60) minutes, a Flight Attendant will be placed on a minimum of ten (10) hours of rest when she/he responds to Crew Scheduling, and may be placed on short-call reserve.
- b. The initial contact from Crew Scheduling to a Long-call Reserve will initiate a minimum rest of ten (10) hours.
- When a Flight Attendant is delayed in transit, she/he will attempt to advise Crew Scheduling by cell phone or other means.
- d. A Long-call Reserve cannot be converted to an Airport Reserve; and except as provided in Paragraph a above, cannot be converted to a short-call Reserve.

# F. Reserve Assignment (Long and short call)

- A Flight Attendant scheduled for Reserve may indicate a preference for being placed on first out or last out status for a block of Reserve days by contacting Crew Scheduling at least 48 hours prior to the beginning of the block.
- 2. A long-call Reserve may self-assign a trip from Open Time between 0700 and 1600 on the day before the first day of the block, or between 0700 and 1600 on the last day of a trip. The trip must check-in on the following day.
  - a. Once she/he has assigned herself/himself a trip, she/he may trade the trip with Open Time or with another Flight Attendant (including a long-call Reserve) for a trip that checks in on the same day for the same number of days. Any such trade must be completed no later than four (4) hours prior to check in for the earlier trip involved in the trade.
  - b. Once a long-call Reserve has self-assigned a trip, she/he will be placed into rest until check-in for the original or traded trip. If she is on duty at the time of the self-assignment, she will be released into rest at the end of the trip.
- 3. Reserve assignments will be made according to the following criteria:
  - a. Days of availability within the <u>applicable Reserve</u> availability period. If there is no Reserve with the same days of availability as the assignment, Crew Scheduling will next look at Reserves with greater days of availability, in ascending order of days of availability. Only if no Reserves with the same or more days of availability can be given the assignment will Crew Scheduling consider breaking the trip. A broken trip will be subject to the same days of availability criteria.
  - b. Within equal days of availability, Crew Scheduling will assign the trip:
    - (1) First, to the most senior of any Reserves who have preferenced first out;
    - (2) Then, if no Reserve has preferenced first out, or if all Reserves who have preferenced first out have already been assigned a trip, the trip will be assigned

- to the Reserve with the least credit accumulated as shown by the Credit Sort in AIMS, except to the extent to the extent that Reserve has preferenced Last Out and that preference can be honored;
- (3) Then, to the most junior Reserve who has preferenced last out.
- c. A Reserve assignment will be considered appropriately awarded by considering the Reserves available at the time the assignment was made. Crew Scheduling will make this information available upon request by the Association or an interested Flight Attendant.
- d. The Company will post the credit sort list on E-Crew in real time.
- e. Trips from Open Time will be assigned to Reserves no earlier than <a href="twelve">twelve</a> (12) hours prior to the check-in for the trip. However, if the Reserve must report within two hours of the beginning of her/his reserve availability period, Scheduling may assign the trip to the Reserve no more than twelve (12) hours prior to the start of the Reserve Availability Period. Trips may be self-assigned by long-call reserves more than twelve (12) hours prior to check in, as provided in Paragraph F.2, above.
- f. 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.
- 4. A Reserve Flight Attendant's Duty period begins at the time she/he checks in for an assignment. For Per Diem calculation purposes, a Reserve Flight Attendant shall be eligible for Per Diem when she/he checks in for a Reserve assignment at the airport.
- 5. A <u>short-call</u>, <u>airport or CDO</u> Reserve Flight Attendant's <u>trip or</u> assignment may be changed. The fact that a Flight Attendant has been given a Trip assignment does not relieve her/him from the responsibility of being contactable, except that she/he does not need to be contactable while en route to an assignment during her/his reporting time prescribed in Paragraph E.<u>1.b</u>, above. The change will not be made for the purpose of circumventing the Order of Assignment criteria. Crew Scheduling will make this information available upon request by the Association or an interested Flight Attendant.

- a. When a Flight Attendant is assigned a Trip that is later canceled before she/he reports, she/he will be returned to Reserve and be subject to further assignment.
- b. When a Flight Attendant is assigned a Trip that is later canceled after she/he reports, she/he will be given another assignment or be returned to regular Reserve status, and shall receive a minimum of 2 credit hours for that day.

## G. Airport Reserve Assignments

- 1. The purpose of Airport Reserve is to have a Flight Attendant available in case there is a last-minute sick call, an irregular operation or other reason that does not provide sufficient time to call out a short-call Reserve.
- 2. An airport reserve who is assigned a trip will be removed the first time the trip passes through any domicile, so long as a legal, short-call Reserve is available to replace her/him, and deadheaded to her/his domicile, if necessary, and returned to her/his bidline, except that:
  - a. If the assignment involves only a round trip between domiciles, (e.g., GEG-SEA-GEG or SEA-PDX-SEA) round trip, the airport reserve will work the entire assignment.
  - b. If the assignment begins with a domicile-to-domicile leg (e.g., PDX-SEA), the airport reserve will be replaced the second time the trip passes through any domicile, deadheaded to her/his domicile if necessary, and returned to her/his bidline.
- 3. In addition to the bid airport reserve positions, the Company may augment the Airport Reserve complement for periods of time by assigning short-call Reserves to Airport Reserve for periods of days based on the Company's projected needs. For instance, if irregular operations are anticipated for three days on account of weather, the Company may elect to assign shortcall Reserves with at least three days of availability left in their Reserve block to Airport Reserve.
- 4. The Company may also assign a <a href="https://snaps.com/shape-real-assignment">short-call</a> Reserve to Airport Reserve as a short-term assignment to replace an Airport Reserve who has been given a short-term trip assignment. For purposes of Order of Assignment, an assignment to Airport Reserve will be considered a one-day trip, if the Airport Reserve being replaced was on her/his last day of availability, and a two-day trip if she/he had at least one more day of availability remaining

in her/his block at the time of the trip assignment.

- 5. Airport Reserve shall be for no more than seven (7) consecutive hours.
- 6. The Duty period of a Flight Attendant on Airport Reserve shall begin when she/he checks in at the airport and shall end when she/he is released from airport reserve. Per diem will continue without interruption if the airport reserve is given a Trip assignment. Per diem will be paid for all time on airport reserve.
- 7. A Flight Attendant assigned to Airport Reserve who deadheads to such assignment shall have her/his Airport Reserve period begin when she/he checks in for the deadhead. She/he shall be given the departure and return deadhead information and locator number at the time the assignment is made. If no assignment is given during the Airport Reserve period, such Flight Attendant shall be scheduled to deadhead home between one hour prior to the end of the Airport Reserve period and the time the Airport Reserve period is scheduled to end and shall not be available for reassignment for the remainder of the calendar day. Per diem shall be paid for the time on Airport Reserve away from domicile, commencing with the deadhead leg, as if on a flight assignment.
- 8. If she/he is not assigned to a flight Duty during the Airport Reserve period she/he shall check out and be automatically released and shall be free from all Duty for the remainder of the calendar day.
- 9. A flight given to a Flight Attendant on Airport Reserve must be scheduled to depart within one (1) hour after the end of the Airport Reserve period.
- 10. Trips will be assigned to the Airport Reserve who has the lowest credit to date in the bid period, who is legal for the assignment and who has enough remaining days of availability to cover the trip.

# H. CDO Reserve Blocks

- 1. The Company will not change the Reserve Availability Period of a CDO Home Reserve.
- CDO Airport Reserve
  - <u>a.</u> <u>At the end of a CDO airport reserve period, the Flight Attendant</u> will be released by calling Crew Scheduling after the last flight

- has departed the domicile. A Flight Attendant released under this circumstance will suffer no loss of pay.
- b. A CDO Airport Reserve may be assigned to a Trip that is not a CDO provided that the Trip as assigned returns to Domicile and the Flight Attendant is released at domicile within her/his Reserve Availability Period.

## I. Release following assignment

### 1. Short-call Reserve

- a. <u>Unless she/he has been notified of further flying before the last leg of her/his trip departs, a short-call</u> Reserve will be released into rest, and need not be contactable until her/his next reserve availability period, when returning from a Trip.
- b. If the Reserve is not notified of further flying before the last leg of her/his trip departs, Crew Scheduling may contact her/him during the debrief period, but only to notify her/him of an assignment for the next reserve availability period or of a change in the next reserve availability period.
- c. A <u>short-call Reserve</u> returning from a CDO or <u>a duty period</u> <u>containing only</u> deadhead will review her/his schedule in the E-Crew system during the debrief period, or as soon thereafter as is practicable.

# 2. Airport Reserve

- <u>a.</u> Upon returning from a Trip, an Airport Reserve will be released into rest, and need not be contactable until her/his next reserve availability period unless:
  - (1) She/he has been notified of further flying before the last leg of her/his trip departs; or
  - (2) If the Airport Reserve is returning from a single-day trip of under ten (10) hours (including time spent on airport reserve before the Trip), or a multi-day trip with only deadhead on the last day, she/he may be returned to her/his airport reserve period.

b. If she/he is not notified of further flying before the last leg of the trip and/or is not returned to airport reserve, Crew Scheduling may contact her/him during the debrief period, but only to notify her/him of an assignment for the next reserve availability period or of a change in the next reserve availability period.

## 3. Long-call Reserve

- <u>A Long-call Reserve who has completed a trip and who has self-assigned herself/himself a Trip for the following day will immediately be placed into a minimum of ten hours of rest.</u>
- b. A Long-call Reserve who has completed a trip and who has not self-assigned herself/himself a Trip for the following day will check e-crew to see if she/he has been assigned a trip for the following day, and to self-notify if applicable. If she/he is given an assignment at that time, she/he will immediately be placed into a minimum of ten hours of rest. If she/he is not given an assignment, she/he will also be placed into a minimum of ten hours of rest. She/he can be contacted by Crew Scheduling after the ten hours for an assignment, but such call and assignment will initiate another ten hours of rest.

### J. General

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

## 2. Rest Periods

- a. No Flight Attendant will begin a Reserve Availability Period without having been scheduled for, and actually receiving, at least ten (10) hours immediately proceeding the Reserve Availability Period.
- <u>b.</u> <u>A Reserve Flight Attendant will be scheduled for, and will receive, a rest period of at least ten (10) hours at domicile.</u>
- <u>A Reserve Flight Attendant will be scheduled for, and will receive, a rest period of at least ten (10) hours away from domicile.</u>
- d. A single telephone contact initiated by the Company during a

- Reserve Flight Attendant's prospective rest period may not constitute an interruption of such prospective rest period.
- e. Any number of telephone contacts initiated by a Reserve Flight
  Attendant to Crew Scheduling does not constitute an interruption
  of her/his prospective rest period unless such contact(s) is
  required by the Company.
- f. Crew Scheduling may extend a Flight Attendant's prospective rest period provided the Flight Attendant has remained free from actual work for the Company or the present responsibility for work should the occasion arise. It is the Reserve Flight Attendant's responsibility to remain in a rested state during a prospective rest period.

## 3. Duty Periods

In combination with a flight assignment, a Reserve may be scheduled in accordance with FAR Part 117, Table B, as applied to Reserve Flight Attendants, as outlined in Article 5.A. If Rescheduled, the Rescheduling Limitations of Article 5.B will apply.

- 4. A Reserve may be assigned to a Trip that continues into a Day Off only if no other Reserve is legal and available to do the entire Trip. In that event, the Reserve may elect between 150% pay or receiving a compensatory day off for each day she/he flew on a day off.
  - a. If the Reserve elects to have compensatory day(s) off, she/he may opt to have the day(s) off restored in the current bid period or in the next bid period.
    - (1) In the current bid period: It is the Flight Attendant's responsibility to arrange mutually agreeable dates with the Managing Director of Inflight or her/his designee. If mutually agreeable dates have not been set within three days after the Flight Attendant returns from the assignment, the Days Off election shall be canceled. After agreement has been reached, the Company may not change the Days Off without the consent of the Flight Attendant. If the current bid period does not contain enough Reserve Days to restore the Reserve's day(s) off, she/he must select days in the next bid period or receive 150% pay;

- (2) In the next bid period: For every day that a Reserve is scheduled into a Day Off in a bid period, she/he may designate a scheduled Day Off in her/his next awarded Bidline, after it has been awarded, on which she/he cannot be assigned or scheduled to work.
- b. If the Reserve selects 150% pay, she/he will receive 150% pay as provided in the Compensation section for the credit hours on her/his Day(s) Off. Such pay will be paid and credited above her/his guarantee.
- 5. A Flight Attendant assigned to a flight/Trip shall be given the Trip number and show-time information when the assignment is being made.
- A Flight Attendant on Reserve who receives a Reserve assignment must be given at least one (1) rest period in Domicile for every five (5) consecutive days on Reserve unless she/he agrees to waive this requirement.

## K. 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 <u>may</u> 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.

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- 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. <u>If no airport reserve is available to relieve a Flight Attendant, a member of Inflight management may relieve the Flight Attendant.</u>

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#### TRAINING

## A. Training Curriculum

- 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.
- 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

- Except when there are unforeseen training requirements, the names of Flight Attendants scheduled for training during a bid period will be made available via IRF and within the computer program used for bidding for training dates, before the bid period. Flight Attendants who are scheduled for training in the bid period 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 schedules of line holders and Reserves.
- Trips in the original Bidline will be dropped if they conflict with training or if the rest between completion of training and next scheduled Duty is insufficient to comply with the Duty Limitations provisions of Article 5.B. If

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

## 3. Recurrent Training

- The Company will provide recurrent training as outlined in the Company's government-approved training program. A Flight Attendant shall take all required recurrent training.
- b. A Flight Attendant must successfully complete required recurrent training. If the Flight Attendant fails to pass the examination, she/he will be provided with additional training prior to reexamination. A Flight Attendant may be withheld from service pending reexamination. The Company will schedule the Flight Attendant who fails required recurrent ground training for the next recurrent ground training class.
- 4. A Flight Attendant will not be scheduled to attend training for more than nine (9) classroom hours a day.
- 5. For purposes of applying the Company's crew scheduling guidelines, a Flight Attendant shall be considered on Duty during the time she/he is attending training. Per Diem shall be paid and lodging and transportation provided by the Company if required by Article 4 of this Agreement.
- 6. No Flight Attendant training shall be conducted in an aircraft that is in flight while a pilot is undergoing pilot training or a check ride. The foregoing prohibition does not apply to training, such as Initial Operating Experience, or line checks that occur when the aircraft is in revenue passenger carrying service.

# C. Pay

- 1. A Flight Attendant's guarantee will not be reduced due to an adjustment to the Flight Attendant's schedule per B.2. above.
- 2. A Flight Attendant shall be credited <u>4.50</u> <del>4.0</del> hours of applicable hourly pay for each day she/he attends <u>recurrent training</u> and 4.0 hours for each day <u>she/he attends other training</u>, scheduled for more than four (4.0) hours. For

each day she/he attends such training scheduled for 4.0 hours or less, but more than one hour, she/he shall be credited 2.0 hours of applicable hourly pay. For each day she/he attends training scheduled for one (1) hour or less, she/he shall be paid and credited for the scheduled training time.  $\underline{A}$  Flight Attendant required to travel to or from any type of training shall be credited four (4) hours, unless the travel occurs on the same day as the training.

- 3. If the training was not published in the Final Schedule and it causes a Trip(s) on the Flight Attendant's line to be dropped, she/he will receive the greater of the pay and credit provided in paragraph C.2. above, or the value of the Trip(s) missed pursuant to the Compensation Section.
- 4. If a Duty period involves only Deadheading to or from training, a Flight Attendant shall be paid and credited the value of a training day pursuant to paragraph C.2. above.
- 5. If a Flight Attendant performs training on the same day she/he performs other scheduled Duty, she/he will be paid and credited for the other scheduled Duty in addition to her/his training pay. A deadhead to or from training is not "other scheduled Duty."
- 6. If the Company elects to use any method of training such as "home study" that does not involve a formal ground school to comply with the FAA ground school requirements, a Flight Attendant will be paid and credited one (1) hour at her/his applicable hourly rate for each 2.0 hours of government-approved training credit earned in timely completed home study with a minimum of one (1) hour of credit, and 50% of the time in excess of 2.0 hours.
- 7. When the addition of training to the Bidline awarded to a Flight Attendant does not create a conflict with any Trip(s) and does not cause a schedule that would violate the Duty Limitation provisions (Article 5.A) of this Agreement, then no Trips will be dropped, the training will be added to the Flight Attendant's schedule, and she/he shall be paid and credited as provided in paragraph C.2 above. If the addition of the training does not create a conflict with any Trip(s) and reduces a Flight Attendant's Days Off below the minimum Days Off as provided in Article 5.A., the training will be added to the originally Scheduled Bidline. Such Flight Attendant will be paid and credited 150% of the value of training above guarantee.
- 8. Unless approval of a vacation bid or leave of absence is conditioned upon a requirement to attend training, a Flight Attendant shall not be required to

return from vacation or leave of absence to participate in training. In developing training schedules, the Company shall endeavor to avoid conflicts with known vacation schedules. If a Flight Attendant participates in training on request of the Company while on a leave of absence, she/he shall be paid \$100 for each day of training, provided she/he returns to work with the Company upon completion of her/his leave.

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

#### D. General

- 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.

#### SICK LEAVE

## A. Sick Leave

- 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. On the effective date of this agreement, all Flight Attendants will have their short term disability (STD) banks converted to regular sick leave at an even rate (i.e., one hour of STD will convert to one hour of sick leave).
- 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 Flight Attendant who is unable to fly a scheduled Trip(s) will be credited for the Trips(s) missed and will have the value of Trip(s) missed deducted from her/his sick leave accrual.
  - b. A Reserve or Coverage Flight Attendant who is unable to perform assigned Duty will be credited with the number of hours determined by dividing her/his bid period guarantee by the number of permissible scheduled work days (35 minus the number of guaranteed Days Off) in her/his Bidline type (Coverage, Reserve) and the same number of hours will be deducted from her/his sick leave accrual. These credit values are set forth in Article 3, Compensation.
  - c. A Flight Attendant who is unable to attend training will be credited for the training missed at the rates provided for in the Training Article of this Agreement and will have the value of the training pay deducted from her/his sick leave accrual.
  - d. Unless the absence is on account of an injury or illness for which a claim for workers' compensation has been filed, a Flight

- Attendant who is injured or ill will continue to be paid sick leave until all accrued sick leave is used.
- 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. Where the severity of the illness warrants, the deadhead will be on a must-ride basis. The Flight Attendant may request a direct routing to the airport served by the Company that is nearest to her/his home (rather than to Domicile), but such routing shall be on a space available basis. If her/his inability to work while away from Domicile also renders her/him unable to travel, her/his Per Diem shall continue and necessary rest accommodations, as determined by the Company, shall be provided until she/he is able to return to Domicile. The ill Flight Attendant will not be required to occupy the jumpseat.
- g. A Flight Attendant who is able to return to work after her/his original Trip has been reassigned shall notify Crew Scheduling of her/his availability, 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.
- 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 4.g.(2), above, will apply.
- I. When a Fight 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 <a href="may.upon request">may.upon request</a>, choose to be made whole, so that her/his combined gross pay from time-loss payments and her/his <a href="mailto:sick">sick</a> bank will result in no Loss of Pay, from her/his <a href="mailto:sick">sick</a> leave bank. Upon a Flight Attendant's eligibility for LTD benefits, all sick leave payments shall cease.

## C. Personal Days Off (PDO)

- USE OF <u>SICK</u> LEAVE FOR PERSONAL DAYS OFF (PDO). A Flight Attendant will be entitled to use her/his <u>sick</u> Leave bank as Personal Days Off as further described in paragraph 3 below of this Section if her/his sick leave usage was limited as follows:
  - No sick leave hours used during any six consecutive bid periods, provided that no part of that six-bid period may include a bid period for which another PDO is earned: 1 PDO
  - A bid period during which a Flight Attendant is not in Active Working Status will not be counted, but it will also not break a string of consecutive bid periods.
  - c. A Flight Attendant with a part-time line will be credited with one half of a bid period for a part-time bid period with no sick leave usage.
- ACCRUAL. The number of PDO's for which a Flight Attendant is eligible shall be maintained for every Flight Attendant who is eligible for them as provided in paragraph 1. above. Unused PDO's will accumulate for the length of a Flight Attendant's employment.
- 3. USAGE. A Flight Attendant may use PDO's to be excused from a Trip or portion of a Trip for any reason provided advance notice is given to her/his Supervisor as provided below.
  - A Flight Attendant requesting a non-emergency PDO at least three (3) days prior to the date requested shall be granted the PDO if there is adequate Reserve coverage.
  - b. If a Flight Attendant requests a PDO at least six weeks before the bid period containing the desired Day Off, she/he will be granted the PDO if there are guaranteed availability days available. Requests may be submitted up to 12 months prior to

the date requested, and will be granted in the order received. For this purpose the Company will set aside and guarantee the availability of one PDO per day in Domiciles with ten (10) or more Flight Attendants. For each additional 50 Flight Attendants in the Domicile, an additional guaranteed day will be set aside.

- c. Guaranteed availability days may not be used:
  - (1) The day before, the day of, or the day after the following holidays: New Years Day, Mother's Day, Father's Day, Labor Day, Thanksgiving or Christmas.
  - (2) More than two days in a row (except to cover one Trip series)
- 4. PAYMENT. A Flight Attendant with a Bidline will be credited for Trips, or portions thereof, missed and have the value of Trips, or portions thereof, missed (determined the same way as in A.3.a, b, c, d or h above) deducted from her/his <u>sick</u> accrual. A Flight Attendant on a guaranteed availability day PDO (in which case her/his line was built without Duty on that day) will be credited and charged with 4.0 credit hours. If there are insufficient hours in a Flight Attendant's <u>sick</u> 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, 4.0 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 as soon as she/he is aware of her/his unavailability for work.
- 2. The Company may use a telephone recorder that a Flight Attendant must call and alert the Inflight Supervisor's office as soon as possible, but not later than noon of the same day.
- A Reserve lineholder or a Coverage lineholder on Reserve who is unable to resume her/his original Reserve availability on successive days of an originally scheduled Block must notify Crew Scheduling by 1700 local time.

In the absence of a call, she/he will be placed back on Reserve for the remainder of the originally scheduled Reserve availability Block, subject to the rules for Reserve availability periods as set forth in <u>Article 7.</u>

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

## E. General

- 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.
- A Flight Attendant's sick leave balance will be reflected separately on her/his pay stub.

#### PHYSICAL EXAMINATIONS

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

### **ARTICLE 11**

#### VACATION

### A. Accrual

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

Years of Service	Accrual rate per pay period	Accrual rate per year
5 Years or less	2.0	52 hrs
Between 5 and 20 years	3.0	78 hrs
Over 20 years	<u>3.65</u>	<u>95 hrs</u>

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	1.0	26 hrs
Between 5 and 20 years	1.5	39 hrs
Over 20 years	1.83	47.5 hrs

- 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.11.b.2 below.

### B. Vacation Scheduling

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

- By 0900 local time on October 1 of each year, the Company shall post at each Domicile the number of vacation hours that each Flight Attendant has accrued as of the end of the most recent pay period and a projection of each Flight Attendant's hours of accrued vacation as of the end of the year (December 31). A Flight Attendant who is in Part-Time status or who is ineligible for benefits as of the end of the most recent pay period prior to October 1 will have her/his vacation hours for the remainder of the year projected as if she/he would remain in her/his current status.
- 2. At the same time, the Company will post all of the vacation periods available for bid at each Domicile during the following year.
- Preference sheets for bidding vacation shall be distributed at all Domiciles.
   Completed preference sheets should be turned in by each Flight Attendant to her/his supervisor no later than 1700 local time on October 21.
- 4. The vacation awards shall be posted at the Domiciles no later than 1700 local time on November 1.
- 5. A Flight Attendant may bid all, part, or none of her/his vacation in one, two, or three continuous periods.
- 6. For every 17 hours of accrued vacation, a Flight Attendant will be eligible to bid for one week of vacation. A Flight Attendant may bid for as many weeks of vacation as the number of 17-hour weeks she/he will have accrued by December 31 of that year.
- 7. After the vacation awards, Flight Attendants will be awarded any remaining available vacation periods on a "first come, first served" basis; however, a Flight Attendant may not request a vacation unless she/he has an uncommitted 17 hours of vacation time accrued at the time she/he makes the request and the request must be submitted to the 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.

- 8. A Flight Attendant may also request "day-at-a-time" vacation <u>electronically</u>, 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.
- 9. A Flight Attendant may change an awarded vacation period by dropping it or exchanging it for any available period. However, the drop or exchange must be submitted to the <u>Managing</u> Director of Inflight/designee for approval at least thirty (30) days prior to the bid period containing: (a.) the drop; or, (b.) the earlier of the vacation periods involved in the exchange.
- 10. If a Flight Attendant changes Domiciles 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.

### 11. Vacation Postponement

- a. The Company may not cancel a Flight Attendant's vacation. When necessary, in order to avoid the cancellation of flights, the Company may postpone awarded vacations and/or cancel unawarded open vacation periods. Should postponement of awarded vacations be required it will be accomplished as follows:
  - (1) The Company will provide 15 days advance notice;
  - (2) If it is not necessary that all vacation within a given time period be postponed, the Company will first solicit volunteers in seniority order.

- (3) If there are insufficient volunteers, the Company then will postpone only the required number of vacation awards from non-volunteers in inverse order of seniority.
- b. Flight Attendants with postponed vacations may:
  - (1) Select a non-postponeable vacation period from open vacation periods in the current year; or
  - (2) Carry over the non-postponeable vacation period to the following year; or
  - (3) At the Flight Attendant's discretion, she/he may be paid for the vacation based on the Credit Hours for the period when she/he would have taken the vacation as scheduled.
- c. Expenses for postponed vacation will be reimbursed as follows:

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

## C. Payment for Vacation Time

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

- In the case of a Scheduled line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will equal the value of the credit hours dropped from her/his Bidline.
- In the case of a Reserve line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will equal 3.76 hours times the number of Reserve Availability Periods dropped from her/his Bidline.

- 3. In the case of a Coverage line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will be 16.16 credit hours per week of vacation.
- 4. For vacation taken day at a time, the daily credit, pay and charge will be as follows:
  - a. 3.76 hours for a Reserve day dropped by a Reserve Line holder.
  - b. 3.67 hours for a Reserve day dropped by a Coverage Line holder.
  - c. For vacation day at a time that results in a Scheduled or Coverage Line holder flying a portion of a scheduled Trip, the Flight Attendant will be credited and paid the originally scheduled credit value of the Trip. The charge against her/his Vacation accrual will be the difference between the credit value of the Trip, as originally scheduled, and the 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.

# D. Vacation Integration

- 1. The vacation week shall start on Sunday and end the following Saturday.

  All Trips or Reserve Availability Periods in the Flight Attendant's bidline that begin or end within the vacation period will be dropped in accordance with paragraphs 2 and 3 below.
- When a scheduled Trip or Reserve Availability Period conflicts with a Flight
   Attendant's vacation, the Trip Pairing(s) or Reserve Availability Period(s)
   shall be removed and the Flight Attendant shall be paid in accordance with

## Article 3.

## 3. Vacation Slide:

- a. A Flight Attendant may, at her/his discretion, move the start date of her/his awarded vacation block by a maximum of three (3) days in either direction. This option, if exercised, must be made known to the Company on the appropriate electronic form within 24 hours of the posting of the Preliminary Bid Awards.
- b. <u>During the first week of the bid, a Flight Attendant may only slide</u> her/his vacation forward (to the right).
- c. Consecutive awarded vacation weeks are considered one vacation block for the purposes of sliding a Flight Attendant's vacation.
- d. If the vacation slide creates a conflict with a Trip(s) or Reserve Block(s), including a slide into a new Bid Period, the Trip Pairing(s) or Reserve Blocks in conflict shall be removed and the Scheduled Credit Hour value of the Trip Pairing(s) or reserve block(s) shall be paid in accordance with Paragraph 10.C.1-3, above.
- e. If a Flight Attendant opts to slide her/his vacation block into conflict(s) with Trip(s) or Reserve Availability Periods, and, as a consequence, her/his vacation award's credit value exceeds the amount of vacation accrual remaining in her/his vacation accrual bank, the slide shall not be permitted.

#### **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. The Company will notify the Association of any change in uniform items. As of <u>January 1, 2014</u>, the uniform items are as set forth below.
  - 1. Items supplied by the Company are as follows:

## All Flight Attendants

- 1 insignia wings
- 2 nametags
- 1 belt (required with belt-loop items only)
- 1 suitcase
- 1 daybag
- 1 apron (with embroidered first name)
- 1 all-weather raincoat

### Women

- 5 tops (any style or combination of styles of blouses, sweater shells, or cardigans)
- 2 bottoms (choose from slack, skirt, skort or short. At least one skirt or slack is required)
- 1 finishing piece (choose from zip vest, sweater vest, Audrie jacket or V-neck long sleeve sweater)
- 1 Matrix jacket
- 2 scarves

### Men

- 4 tops (any or combination of styles of shirts, or mock sweaters, except summer polo. At least one aviator shirt is required.)
- 2 bottoms (choose from pant or short. At least one slack is required.)
- 1 finishing piece (choose from sweater vest or V-neck long

sleeve sweater)

- 1 Matrix jacket
- 2 ties
- Items to be furnished by the Flight Attendant in conformance with Company standards are as follows:
  - shoes
  - socks (or stockings)
  - wristwatch
- 3. In addition, Flight Attendants may wear/carry the following items provided they comply with Company standards <u>and have a professional appearance</u>:
  - eyeglasses
  - jewelry
  - gloves (black)
  - winter scarf (black)
  - garment bag (black)
  - backpack (black)
  - tote bag (black)
  - umbrella (black)
  - hat
  - wool coat (black)
  - Company <u>designated</u> optional purchase items
- 4. Initial Issue: Until the Flight Attendant has paid the Initial Issue Uniform Fee in full (see <u>Paragraph B.5</u>, below), the Company may provide a limited or modified issue of initially provided uniform items. Any limited list, or modified initial issue items, or procedure for limiting the initial issue, shall be approved by the Association.
- 5. 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 approximates the Company's cost of the initial-issue new items provided. 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. As of January 1, 2014, the initial-issue new Uniform fee is \$625. The Company may allow the Flight Attendant to pay a portion of the initial-issue fee by payroll deduction after she/he is employed, provided the Flight Attendant signs a written agreement allowing the

Company to deduct any amount still owing on termination of employment from her/his final paycheck. When payroll deduction is used, the deduction may not exceed \$25.00 per bi-weekly pay period.

- 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 <u>outlined in this Article</u>, 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 \$18.46 bi-weekly for the maintenance of her/his uniform. A Part-Time Flight Attendant, or a Flight Attendant who is ineligible for benefits, shall be paid \$9.23 bi-weekly for the maintenance of her/his uniform.

### D. UNIFORM REPLACEMENT

- 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 <u>Managing</u> Director of Inflight, or in case of uniform
  style change.
- On January 1 of each year, the Company will credit the uniform replacement bank of each full-time Flight Attendant with \$250 and each part-time Flight Attendant and Flight Attendant who is ineligible for benefits with \$150. The bank may be used to purchase required or optional uniform pieces.

<u>a.</u> 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	\$100	\$65
6-9 months	\$175	\$125
Over 9 months	\$250	\$150

- b. A Flight Attendant cannot have more than two years' accrual in her/his uniform replacement bank.
- <u>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.</u>
- 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.
- **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.

#### **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.

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

## B. Company Seniority

Company seniority is length of service with the Company 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.
- Company Seniority shall be used by the Company for computing years of service for determining vacation accrual rate, total accrued sick leave, eligibility for on-line and interline reduced rate travel benefits, and for any other purpose that is not inconsistent with any specific provision of this

Agreement.

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

## C. Probationary Period

The regular probationary period for a Flight Attendant shall be six (6) full bid periods (210 days), after completion of her/his I.O.E. Any period of thirty (30) consecutive days or more during which a Flight Attendant performs no Flight Attendant duties during the probationary period shall be added on to the probationary period. The Company shall have the unilateral right to extend the probationary period for up to one (1) additional bid period (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 <a href="bid">bid period</a>. 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 <a href="Managing">Managing</a> 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.

#### 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:

- 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
- 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.
- 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 <u>Managing</u> Director of Inflight. If a Flight Attendant has not been awarded a Bidline, she/he may be assigned Reserve for the remainder of the bid period.

- 3. If a Flight Attendant does not return to work on her/his scheduled return date, she/he shall be terminated unless appropriate arrangements for an alternate return date have been made in writing with the <u>Managing Director</u> 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.

#### 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. If the leave exceeds one year (or two years if extended), 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.

- When a Flight Attendant is placed on a Medical Leave of Absence, the remainder of her/his awarded bid line shall be reassigned. Once she/he is able to return to work, available Trip and/or Reserve assignments, as mutually agreed upon between the Company and the Flight Attendant, will be arranged until the next bid period for which she/he is able to bid.
- 3. Sick leave 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 bi-weekly check is paid in order to be effective for that biweekly check.

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

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

5. A Medical Leave of Absence is expressly intended to afford a Flight Attendant with sufficient time to fully recover from an illness, injury or other temporary disabling condition so that upon her/his return to work, she/he will be able to regularly work her/his Flight Attendant schedule on an ongoing basis. Excessive absence (other than authorized Family Leave of Absence granted in accordance with Paragraph E below) may result in termination of employment if it is unlikely that the Flight Attendant will be able to regularly work her/his schedule on an ongoing basis, even if a medical condition is all or a part of the reason, and notwithstanding whether a Flight Attendant is eligible for a Medical Leave of Absence or whether her/his prior absences have been covered by one or more Medical Leave(s) of Absence. Any disagreement over whether the Flight Attendant is medically fit to perform her/his Flight Attendant duties or whether it is unlikely that the Flight Attendant will be able to work her/his schedule on an ongoing basis for medical reasons shall be settled by use of a Physical Examination pursuant to Article 10 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.B.
- 2. A Flight Attendant on a Workers' Compensation Leave of Absence shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made therefore, for up to six months. Thereafter, the Company will process an administrative payroll separation, and the Flight Attendant may continue group insurance coverage to the extent provided by COBRA, provided she/he complies with all COBRA requirements.

## D. Recuperative Leave of Absence

A Flight Attendant may be granted a Leave of Absence for a period not to exceed 90

days for the purpose of rest or recuperation after a disabling medical condition, such as pregnancy. Except during any period she/he remains on the payroll, neither sick leave nor vacation shall accrue.

1. A Flight Attendant may utilize accrued vacation during a Recuperative Leave of Absence provided a request is made in conjunction with the request for the Leave of Absence or upon exhaustion of sick 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 bi-weekly check is paid in order to be effective for that biweekly check.

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

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

## E. Family Leaves of Absence

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

- A Personal Leave of Absence may be granted for reasons such as family illness or education. A Personal Leave of Absence may not be granted for the purpose of seeking or engaging in other employment.
- 2. A request for a Personal Leave of Absence must be submitted in writing and requires approval of the <u>Managing</u> Director of Inflight. The request must state the reason for the leave.

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

- 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.
- A Flight Attendant participating in Reserve or National Guard training is required to give the Company notice and is encouraged to submit written notification indicating the inclusive dates of anticipated duty accompanied

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

# H. Leaves of Absence for Maternity

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

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

# I. Bereavement Leave/Pay

A Flight Attendant will be granted four, and subject to staffing limitations, up to ten consecutive Days Off when needed in connection with the death of a family member or friend. The <u>Managing</u> 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 (<u>i.e.</u>, natural parent, stepparent, domestic partner's parent, parent-in law, legal guardian or adoptive parent), grandparent (<u>i.e.</u>, natural grandparent, stepparent).

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.

## J. Jury Duty

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

regarded as pay for performing Jury Duty and may be retained by the Flight Attendant.

### **ARTICLE 15**

#### **FURLOUGH AND RECALL**

## A. Furlough

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

## 4. Voluntary Furlough

- a. Any Flight Attendant who is in Active Working Status or on a leave of absence offered by the Company solely for the purpose of reducing excess staffing (CLOA), and who is senior to the most senior Flight Attendant tentatively selected for involuntary furlough may submit a bid for a voluntary furlough. Voluntary furloughs will be awarded in system seniority order, up to the number of Flight Attendants tentatively selected for involuntary furlough.
- b. A voluntarily furloughed Flight Attendant will have a one-time opportunity to elect to return to Active Working Status after ten

bid periods, if she/he has not already been recalled. Notice of such election must be provided to the Company no later than the end of the eighth bid period of the voluntary furlough.

- c. Flight Attendants will be provided the following benefits while on voluntary furlough:
  - 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.
  - 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.
- If a Flight Attendant has not accepted recall by the tenth day, the Company shall recall the next most senior furloughed Flight Attendants in accordance with the preceding paragraph by certified mail, with delivery confirmation.
- 4. A Flight Attendant who is recalled shall not be furloughed again for at least one full bid period after accepting recall. However, a Flight Attendant who accepts a recall offer and fails to report for work on the date specified, or who does not respond to a written recall notice by the required tenth day may be terminated.

## C. Emergency Service

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

#### TRANSFERS BETWEEN DOMICILES

## A. Filling of Vacancies

- 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.
- 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.

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

## 2. Limitations on Domicile Bidding

- After accepting a Domicile assignment, a Flight Attendant may not bid for another Domicile assignment that will begin sooner than the beginning of the 4th bid period after the beginning of the first bid period at the Domicile.
- b. Notwithstanding the foregoing limitation, the <u>Managing</u> 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 four (4) consecutive bid periods. 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

- 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.
- If there are insufficient requests for voluntary transfer to fill the furloughcaused 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

- 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.
- 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.

- A Flight Attendant who has elected to delay exercising her/his C. 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.

#### 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, s/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

- 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:
  - 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. 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.
- 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.
  - 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.

#### **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

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

### Examples:

Assume the following 10 bid periods;

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

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

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

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

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

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

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

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

Example: The tenth bid period of the prior calendar year ended on December 12. The 550 credit hours will begin to be counted effective with the bid period beginning December 13. If the Flight Attendant has earned or has been constructively credited with 550 hours during the seventh bid period

(counting from the bid period beginning December 13), s/he will again become eligible for full-time benefits at the beginning of the first month after the completion of the seventh bid period. In this case, the seventh bid period would end on August 14, so s/he would again be eligible for full-time benefits effective September 1.

- 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).
  - d. Long Term Disability (LTD) Insurance.
  - e. On-line and interline non-revenue and reduced rate travel privileges (for employees and certain eligible dependents).
  - f. Savings Investment (401k) Plan. 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.
  - g. Performance Based Pay Plan.

- h. IRC Section 125 (Cafeteria) Plan.
- I. Flexible Spending Accounts (Health Care and Dependent Care Reimbursement).
- j. Retiree on-line and interline non-revenue and reduced rate travel privileges (for retirees and certain eligible dependents).
   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

- For purposes of this Article, Part-Time coverage applies to a Flight Attendant currently in Active Working Status who has been credited with between 350 and 549 hours for pay during the last ten bid periods ending in the previous calendar year.
  - a. A Flight Attendant who was not in Active Working Status every day during the last ten bid periods ending in the preceding calendar year (e.g., because of leave of absence, furlough, newly hired during the year) will be assigned constructive credits at the rate of 550/350 (1.571) per day on which s/he was not in active status. These constructive credits will be used only for determining eligibility for the benefits in this Article; and for accruals of vacation, sick leave, uniform maintenance allowance; and uniform replacement bank.
  - b. A Flight Attendant who has lost Part-Time coverage will not again be eligible for part-time coverage until she/he has received 350 credit hours, measured by completed bid periods, starting with the first bid period beginning after the last bid period ending in the prior calendar year.
- The Company shall provide benefits to Part-Time Flight Attendants on the same terms, conditions and employee cost as it does to its Part-

Time Administrative Employees, so long as it provides such benefits to such employees. Currently Part-Time employee benefits are the same as Full-Time employee benefits, except for the following reductions:

- a. Group Life and Accidental Death and Dismemberment Insurance (Maximum insurance coverage for a Part time employee is \$5,000).
- b. Group Medical, Dental and Vision Care Plan [Dependent coverage is only available following transfer to part time status for a maximum period equal to the legal limits of COBRA (18 months as of date of ratification)]. The dependent coverage cost to employee may be deducted post-tax while in this status. Employee cost following transfer to part time status is the same as a full-time employee.
- c. Long Term Disability (LTD) Insurance There is no LTD insurance coverage for Part-Time employees.
- d. Pass Benefits (Certain carriers have restricted benefits for part-time employees).

## C. Benefit "Years"

The following benefit years (10 bid periods ending in the preceding calendar year) will apply for 2013-2018:

- <u>1.</u> <u>2013 (eligibility for 2014): Bids 251-260 (January 6, 2013-December 21, 2013)</u>
- <u>2.</u> <u>2014 (eligibility for 2015): Bids 261-270 (December 22, 2013-December 6, 2014)</u>
- 3. 2015 (eligibility for 2016): Bids 272-281 (January 11, 2015-December 26, 2015)
- $\underline{\frac{2016 \text{ (eligibility for 2017): Bids 282-291 (December 27, 2015-December }}{16, 2016)}}$
- <u>5.</u> <u>2017 (eligibility for 2018): Bids 293-302 (January 15, 2017-December 30, 2017)</u>

<u>6.</u> <u>2018 (eligibility for 2019): Bids 303-312 (December 31, 2017-December 15, 2018)</u>

## D. 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 i without the Association's written agreement.

## E. Ineligible for Benefits

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

### F. Reinstatement of Benefits

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

## G. Notice of Status

 $\underline{\text{Upon request, the Company will provide a running total of each Flight Attendant's}} \ \text{actual and constructive credits.}$ 

### **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.

#### **ASSOCIATION ACTIVITIES**

#### A. Bulletin Boards

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

## B. Transportation

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

- The MEC President (or his/her designee) may authorize up to ten positive space trips (one-way) for travel by Flight Attendants or AFA International Representatives for Association business each month. If a trip is by an employee eligible for pass travel, the employee is authorized to use the "T1" positive space priority when listing for the trip in the Paperless Employee Travel (PET) system.
- 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

- 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 hew hires.
- 2. The Company shall provide timely notification to the Association of:
  - a. Planned Domicile closings if a final decision has been made;
     and
  - b. Changes in aircraft that significantly affect Inflight service.

### D. Time Off for Association Business

- Requests for Association business leaves shall be approved when staffing levels permit. Requests shall be submitted to the <u>Director of Inflight Operations & Labor Relations or designee</u> 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) <u>and</u> 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.

#### 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.
    - Association participation in NTSB accident site investigations as identified in Article 26, Section C.
  - (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.
- 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 mail boxes.

### F. Association Committees

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

## G. Association Introduction to New Flight Attendants

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

## H. Copies of the Agreement

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

# I. Association Pegasus Project

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

#### J. Association Pins

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

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

#### **ARTICLE 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 Bylaws of the Association in the following ways:

### Dues Collection

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

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

### TO: HORIZON AIR

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

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

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

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.
- 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.
- 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.
- An employee who has executed a Check-Off Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is reemployed, further deductions of Association dues or service fees will be made only upon execution and receipt of a new Check Off Form.
- 7. Collection of any back dues or service fees owed at the time of starting deductions for any employee, and collection of dues or service fees missed because the employee's earnings were not sufficient to cover the payment of dues or service fees for a particular pay period, will be the responsibility of the Association and will not be subject to payroll deductions.
- 8. Deductions of membership dues or service fees shall be made in equal installments from each regular paycheck, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or service fees shall not extend beyond the monthly period in which her/his last day of work occurs.

#### B. Dues and Service Fees

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

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

#### C. Leave of Absence

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

## D. Indemnifying the Company

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

### E. Termination

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

# F. Removal of a Flight Attendant From the Payroll

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

#### **ARTICLE 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. Filing the Written Grievance Worksheet

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

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

## C. Step 1

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

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

- DISCIPLINARY MATTERS. Disciplinary grievances must be submitted no later than twenty-one (21) days following the date of receipt of the Company's response to the Grievance Worksheet.
- OTHER NON-DISCIPLINARY MATTERS. In order to be timely such grievance must be filed within thirty (30) days following the date of receipt of the Company's response to the Grievance Worksheet.
- 3. The Managing Director of Inflight shall evaluate the grievance or complaint and render a decision as soon as possible, but not later than fourteen (14) days after receipt. Failure to answer within such time shall constitute a denial of the grievance, which may then be processed to the next step described in paragraph D. However, if the Flight Attendant or the Association requests further investigation or a meeting, and the 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.

# D. Board of Adjustment

- 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.
- The Board and/or Arbitrator shall have jurisdiction only over any dispute which arises out of a grievance filed by a Flight Attendant concerning either (1) discipline (including discharge) of the grievant(s), or (2) interpretation or application of any of the terms of this Agreement as it affects the grievant(s).
- 3. Neither the Board nor the arbitrator may modify the terms of this Agreement or any other agreement between the Company and the

Association.

### E. Mediation

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

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

will also provide copies of their statements and exhibits to each other. By mutual agreement, the parties may alter the requirement for written statements, or the time for filing of such statements for any or all disputes scheduled for a Mediation Conference.

- c. In the case of a disciplinary grievance filed on behalf of an individual Flight Attendant, the grievant may attend the Mediation Conference, or portion thereof dealing with her/his grievance. In the event the grievant elects not to be personally present she/he will provide the Association with a signed request that the Association appoint an authorized representative to act on his behalf with full authority to agree to a final and binding settlement of the case.
- d. In the case of non-disciplinary grievances, including consolidated grievances, the designated Association Representative present shall represent the Association and all Flight Attendant parties to such grievances.
- e. Both parties acknowledge the importance of having participants at the Mediation Conference who have complete authority to resolve the grievances. Association Representatives shall have the full authority to resolve grievances submitted to the Mediation Conference. Similarly, Company representatives will be authorized to resolve all such grievances. In addition, every effort will be made to insure that there are Association and Company Representatives present at each Mediation Conference who are knowledgeable of the subject matter pertaining to the grievances to be considered at the Conference.
- f. The Company and the Association shall each appoint a principal spokesperson for each mediated case.
- g. Proceedings before the Mediator will be informal in nature and the rules of evidence will not apply. The presentation of evidence, documentation, arguments, etc., will not be limited to that which was presented at the prior stages of the grievance procedure.
- h. Other than a settlement document resulting from a successful mediation, no record in any form or medium of the Mediation

Conference will be made. Any material that is presented to the Mediator will be returned to the party presenting that material at the termination of the Mediation Conference, and no copy will be retained by the Mediator or any other person or party.

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

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

### F. Arbitration

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

Association members of the Board may appoint the arbitrator to hear the case alone and render the final and binding decision of the Board.

### G. Procedural Rules

- 1. All grievances shall be in writing, and shall be accompanied by a Grievance worksheet that has been signed by the Flight Attendant, and all decisions on said grievance shall be in writing.
- All references to "days" in this Article refer to calendar days. When a time limit in this procedure is measured from the date of receipt of a document and the document is sent by U.S. mail, the date of receipt shall be five (5) days after the date the document was placed in the U.S. mail, postage prepaid, to the address of the addressee last provided to the party who is doing the mailing. The Company and the Association may mutually agree to waive any timeline in this Article.
- 3. Each Board of Adjustment ("Board") shall be composed of two (2) members: one (1) selected by the Company; and one (1) selected by the Association.
- 4. The members of the Board shall continue to serve until such time as the party selecting the member shall select a successor, which may be done at any time except during the consideration of a case.
- 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.
- 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

### A. No Strikes

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

### B. No Lockouts

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

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

### 2. Critical Material in Personnel File

- 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 inbetween 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

- 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

- 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.
- A Flight Attendant who fails a drug or alcohol test may be eligible for continued employment, depending on the opinion of the Substance Abuse Professional with respect to the likelihood of recidivism, and the Company's evaluation of the Flight Attendant's prior work record.
- 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.

### E. Commuter Policy

### General

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

### 2. Listing for Travel

- a. Any Flight Attendant commuting to an assignment must list herself/himself in the Paperless Employee Travel (PET) reservation system. The Flight Attendant must be listed on an appropriate flight, not more than forty-eight (48) but not less than twenty-four (24) hours in advance of the scheduled departure time for the flight she/he expects to use to commute to work. This flight is designated by the Flight Attendant as her/his primary flight.
- b. Flight Attendants may only list for travel on flights which have seats available when the listing is made.
- The primary flight on which the Flight Attendant elects to list C. 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 PET printout or electronic copy of the PET screen that the flights were not overbooked at the time she/he listed as specified in paragraph 2.a above. The PET system provides a date/time stamp on the print-out of its seat availability display screen. This proof will be provided at the time the Flight Attendant requests that the absence be covered under the Commuter Policy.

### Travel Procedures

- a. Flight Attendants commuting to an assignment must arrive at the designated gate for the primary flight on which they are listed at least thirty (30) minutes prior to the scheduled departure time of that flight.
- b. After arriving at the departure gate, if the Flight Attendant becomes aware of a delay/cancellation or the unavailability of a non-revenue passenger seat on her/his primary flight, she/he will immediately notify crew scheduling. The Flight Attendant will provide the flight number and departure time of

- her/his back-up flight(s) and discuss any other possible travel alternatives, including the scheduled back-up flight.
- c. Following the delay or cancellation of, or the unavailability of a non-revenue passenger seat on, her/his primary flight, the Flight Attendant will report to the departure gate of her/his back-up flight at least thirty (30) minutes prior to the scheduled departure of that flight, unless impossible due to the time of closing of the primary flight and distance to the new departure gate.
- d. As soon as the Flight Attendant becomes aware that she/he will not be able to report for Duty at or before her/his show time due to flight delays, cancellations or non-revenue seat availability of her/his primary and back-up flights, she/he will immediately contact crew scheduling which will replace the Flight Attendant on her/his scheduled Trip unless the Flight Attendant assures crew scheduling that she/he has other travel alternatives that will enable her/him to report in a timely manner.
- e. The Flight Attendant will make every effort to report to the location at which she/he was scheduled to begin her/his pairing as soon as possible following her/his contact with crew scheduling unless the Flight Attendant and crew scheduler mutually agree to an alternate location to which the Flight Attendant will report, or to cancel the Flight Attendant's current reporting requirement.

### 4. Reassignment Following a Missed Report Time

- a. When a Flight Attendant reports for Duty following a missed report time pursuant to the terms and conditions of this commuter policy, crew scheduling will reassign the Flight Attendant to her/his original Trip if the Flight Attendant's original pairing returns to the location at which she/he was scheduled to report for Duty on that day.
- b. If the Flight Attendant's original pairing does not return to the location at which she/he was scheduled to report for Duty on that day, she/he shall be assigned to Airport Reserve. The minimum Airport Reserve assignment shall be four hours and the maximum shall be seven hours. During that time, she may

be assigned to any other pairing (including a pairing that begins after the end of the airport Reserve period) that is scheduled to be completed at the same location and no later than her/his original pairing, or the Flight Attendant may voluntarily agree to be placed on Reserve beginning the next day, for the remaining days of her/his original pairing.

## 5. Compensation

Flight Attendants who are unavailable for Duty pursuant to the terms and conditions of this Section will be considered to be on time off without pay. The Flight Attendant's bid period guarantee will be reduced by, and her/his time off without pay shall be, an amount equal to the scheduled credit hours for the missed Trip, less the Credit Hours Flown (Block Hours or any Reserve credit) for any Duty performed if reassigned pursuant to paragraph 4. above.

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

# H. Employee Assistance Program (EAP)

- 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.

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### **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 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. A Flight Attendant shall, upon request, be released from the remainder of her/his trip if she/he has been involved in (a) an aircraft accident as defined by the NTSB, or (b) a serious incident onboard a Horizon aircraft involving any of the following:
  - 1. serious injury to a Flight Attendant.
  - 2. emergency evacuation of an aircraft or preparation to evacuate.
  - 3. inflight fire.
  - 4. fire or smoke onboard resulting in injuries to a Flight Attendant.
  - 5. aircraft decompression.
  - 6. severe turbulence resulting in injuries or interior damage.
  - 7. death onboard.
  - bomb threat on an aircraft on which the Flight Attendant is working, while in flight.
  - 9. physical assault on a Flight Attendant or passenger.
  - 10. hijack, hostage or similar situation.

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.

# 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 Fight Attendant safety, healthand/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.

# N. Fatigue Review Board (FRB)

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. <u>Be released in domicile and, after rest, deadhead to reconnect with the original trip, or fly from domicile on the original trip; or </u>
- d. <u>Deadhead to the next layover location to resume the original pairing after rest.</u>

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.

- <u>2.</u> 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) <u>Did anything unusual happen on the overnight at</u> 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.
- <u>c.</u> 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 challenged through the grievance procedure.
  - 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 on <u>July 18, 2013</u>, and shall continue in full force and effect until <u>July 18, 2018</u>. and shall renew itself without change each succeeding <u>July 18</u>, 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 January 18, 2018, or any subsequent July 18.
- 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 18<sup>th</sup> day of July 2013.

FOR HORIZON AIR

ATTENDANTS-CWA, AFL-CIO

/s/ Veda Shook
Veda M. Shook
International President

/s/ Lexie Graham

INDUSTRIES, INC.

/s/ Beverly Gilstad
Beverly Gilstad
Managing Director, Inflight

/s/ Kimberley Chaput
Kimberley Chaput
Senior Staff Negotiator

Lexie Graham
Acting MEC President

FOR ASSOCIATION OF FLIGHT

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

### IMPLEMENTATION AGREEMENT

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

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

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

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

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

# A. General Effective Date ("GED")

The GED shall be the first day of the bid period that begins after the date the Agreement is ratified. (August 4, 2013). Except as specified below, or as may be specifically provided in the Agreement, all provisions of the Agreement shall be effective on the GED. If there is a conflict between dates in this agreement and the Agreement, the provisions of this agreement shall apply.

# B. Provision-specific Effective Dates

Notwithstanding the provisions of Section 27 of the Agreement, certain provisions of the Agreement shall become effective on dates other than the GED, as specified in the chart below:

### IMPLEMENTATION AGREEMENT

	Title	Effective Date	Comment
5.A.4.g.	Days Off - Calendar day off (7 day period)	B258 9/8/2013	Requires 1 bid buffer for program testing
6.C.2.h.	CDO Pairings	B258 9/8/2013	Requires 1 bid buffer for program testing
6.D.10.	SAP	B259 10/13/13	Give adequate time to train Fas on new process
6.H.	Trip Extensions	B257 8/4/2013- manual process	Pay for extensions will require programming by
		B259 10/13/13– automated	AIMS and Payroll Systems
6.l.2.a.	Assignment of Open Time and Trip Adds	B258 9/8/2013	Requires 1 bid buffer for program testing
6.J.1.c., g. & h.	Trades, Griveaways and Drops - Between FAs	B270 11/2/2014	Requires major rewrite to AIMS Programming
6.J/3/a/	Trades, Giveaways and Drops - Split Trips	B270 11/2/2014	Requires major rewrite to AIMS Programming
6.K.	Trades, Drops and Adds for Reserve FA (and Pick-up of Reserve Days by Lineholders)	B270 11/2/2014	Requires major rewrite to AIMS Programming
10.D.3.	Payment available for Vacation time - Slides	B259 10/13/2013	Manual Process
	6.C.2.h. 6.D.10. 6.H. 6.J.1.c., g. & h. 6.J/3/a/ 6.K.	5.A.4.g.  Days Off - Calendar day off (7 day period)  6.C.2.h.  CDO Pairings  6.D.10.  SAP  6.H.  Trip Extensions  6.J.1.c., g. & h.  Trades, Griveaways and Drops - Between FAs  6.J/3/a/  Trades, Giveaways and Drops - Split Trips  6.K.  Trades, Drops and Adds for Reserve FA (and Pick-up of Reserve Days by Lineholders)  10.D.3.  Payment available for Vacation time -	5.A.4.g. Days Off - Calendar day off (7 day period) 6.C.2.h. CDO Pairings B258 9/8/2013 6.D.10. SAP B259 10/13/13 6.H. Trip Extensions B257 8/4/2013—manual process B259 10/13/13—automated 6.I.2.a. Assignment of Open Time and Trip Adds 6.J.1.c., g. & h. Trades, Griveaways and Drops - Between FAs 6.J/3/a/ Trades, Giveaways and Drops - Split Trips 6.K. Trades, Drops and Adds for Reserve FA (and Pick-up of Reserve Days by Lineholders) 10.D.3. Payment available for Vacation time - 10/13/2013

11.C. Uniform 1/1/2014 Start of calendar year

25.D.2. and F.2. Long Call Reserve B258 Requires 1 bid buffer for program testing

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

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

IN WITNESS WHEREOF, the Company and the Union have executed this Letter of Agreement effective the 18th day of July, 2013.

FOR HORIZON AIR

INDUSTRIES, INC.

/s/ Veda Shook
Veda M. Shook
International President

/s/ Beverly Gilstad
Beverly Gilstad
Managing Director, Inflight

/s/ Lexie Graham
Lexie Graham
Acting MEC President

FOR ASSOCIATION OF FLIGHT

ATTENDANTS-CWA, AFL-CIO

/s/ Kimberley Chaput
Kimberley Chaput
Senior Staff Negotiator

### 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	FOR THE UNION			
		Name	Department DOH	Sen. No.
/s/ Andrea L. Schneider	/s/ Patricia A. Friend			
Andrea L. Schneider	Patricia A. Friend	Donna Christiansen	1/11/82	2016
Senior Vice President, Customer Services	International President	Jodey Amsbary	5/16/83	5135
		Louise Evans	5/25/84	2604
		Marcella Oswald	5/5/85	2535
/s/ Art Thomas	/s/ Bev Moss	Kathleen Turner	12/2/85	2652
Art Thomas	Bev Moss	Theresa Captain	2/11/86	2623
Vice President and General Counsel	MEC President	Joann Billings	5/16/86	4109
		Terry Ballestrazze	8/17/86	5546
		Kimberly Qualls	8/19/86	2685
/s/ Teri Anthony	/s/ Todd Anderson	Sandra Troutman	9/9/86	2661
Teri Anthony	Todd Anderson	Susan Warner	11/9/86	2694
Director, Inflight Services	Negotiations Committee Member	Jolene Vallelunga-Heller	6/1/87	2722
		Jenelle Hiemer	6/1/87	2731
		Dale Ashcraft	3/14/88	2740
/s/ Christiane Korman	/s/ Connie Wardlow	Kimberly Jordan	8/2/89	2853
Christiane Korman	Connie Wardlow, MEC VP	Carey Fox	10/18/89	2866
Manager, Contract Affairs	Negotiations Committee Member	Debbie Irving	3/12/90	2895
		Jacqueline Countryman	3/19/90	2898
		Amy Medley	12/26/90 2959	
/s/ Howard Thiersch	/s/ Guy Bosworth			
Howard Thiersch	Guy Bosworth			
Associate General Counsel	AFA Staff Negotiator			
	-			

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/s/ Gerhard Dupont Gerhard Dupont Director, Flight Control

### SIDELETTER NO. 3

July 18, 2013

Ms. Lexie Graham Acting MEC President Association of Flight Attendants-CWA 501 Third Street, NW Washington, DC 20001

Dear Ms. Graham

During the negotiation of the agreement between Horizon Air (the Company) and the Association of Flight Attendants (AFA) effective July 18, 2013, the Company and AFA discussed ways to reduce the number of Trips that are not built into the Bidlines made available for Flight Attendant bidding under Article 6.B because they are assigned to Inflight Trainers, or because they are dropped from the lines bid by Inflight Trainers to accommodate their other duties.

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

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

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

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

### TRAINER SCHEDULING GUIDELINES

1. All trainers must bid every bid unless directed otherwise by the Training Supervisor. When bidding, a Trainer will be awarded a line according to her/his seniority.

- The Bidlines are awarded and posted the day after bids close and can be accessed via the FDDS system. The trainer may call or email the Inflight Training Supervisor by 0800 Pacific Time on Wednesday after initial bid awards are posted indicating schedule adjustment preferences if adjustments will be necessary to accommodate IOE.
- 3. If no message is received by the Inflight Training Supervisor, any adjustments that are necessary will be at the supervisor's discretion.
- 4. As far as is practical, the IOE assignment that is placed on a trainer line will reflect the Duty days in the Bidline awarded. For example, if you bid a line that has you flying Tuesday through Friday, the IOE assigned will reflect that, if possible.
- 5. The Trainer will be paid and credited with the greater of the awarded Trip or the IOE trip.
- 6. There will be no more than three (3) original IOE Trips scheduled on an individual Trainer's line within a bid period.

### 7. Trainer Meetings

- 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).
- If two days or more of a Trip are dropped to accommodate a Trainer meeting, and if no Trainer duty has been assigned by the Training Supervisor, the Trainer may opt to drop the remaining duty day(s) without pay, or use credit from her/his vacation accrual to retain the credit value of the Trip.

### 8. IOE

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

- b. IOE Trips are selected before the Bidlines are built and made available for bidding. Turbo prop and turbo jet Trips are selected because IOE training is required on both types of equipment. Trips are selected that allow fulfillment of the FAA approved training program and that also meet all of the following additional Company criteria, in so far as possible:
  - (1) No international flying.
  - (2) To the extent practicable, Trips of varying flight time lengths will be selected so as to provide the student a realistic portrayal of the types of duties associated with each.
  - (3) Minimum of one scheduled overnight stay.
  - (4) If IOE is required on two aircraft types, the Trips selected must accommodate all FAR and contractual rest requirements and duty time limits as the student moves from one aircraft type to the next over the training period.

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

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

Sincerely,

Beverly Gilstad Managing Director, Inflight

AGREED for AFA-CWA

### SIDELETTER NO. 4

# 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. (the "Company") and the Association of Flight Attendants-CWA (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 December 21, 2011, (the "Tentative Agreement"); and

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

Each Flight Attendant who is on the System Seniority List on the Tentative Agreement ratification date, shall be allotted additional compensation in the gross amount of \$3,000.00. This additional compensation will be paid in two installments. Flight Attendants who have graduated from initial ground school by the date of ratification will receive the first installment of \$1,500.00 in additional compensation upon successful completion of IOE. Additional compensation amounts shall be paid by separate check on July 26, 2013, or the successful completion of IOE, whichever is later. The second installment will be paid by separate check on July 20, 2017. Flight Attendants not then on the payroll (leave of absence or furlough) shall be paid the applicable installment of additional compensation when they return to active working status, if they return to active working status with retained seniority.

FOR ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

|S | Veda Shook | Veda M. Shook | Beverly Gilstad | Beverly Gilstad | Managing Director, Inflight

|S | Lexie Graham | Lexie Graham | Acting MEC President | AFL | AF

/s/ Kimberley Chaput

Kimberley Chaput Senior Staff Negotiator

# SIDELETTER NO. 5

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. 6

# LETTER OF AGREEMENT between HORIZON AIR INDUSTRIES INC. and ASSOCIATION OF FLIGHT ATTENDANTS

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 the Federal Aviation Administration will be implementing new regulations for Flight Crew rest and duty (14 C.F.R. Part 117), effective on or about January 1, 2014; and

WHEREAS the effects of these regulations and their interpretation are unknown and the parties want to create some certainty regarding Flight Attendant rest and duty;

### THEREFORE the parties agree:

- I. Article Five of the new collective-bargaining agreement will take effect on August 4, 2013.
- II. Effective with the implementation of 14 C.F.R. Part 117, the following provisions of the collective-bargaining agreement will be replaced by the corresponding sections of the IBT-Horizon Air pilots' collective-bargaining agreement:
  - 5.A.1.a
  - 5.A.1.b
  - 5.A.2.a
  - 5.A.2.b
  - 5.A.3.a
  - 5.A.3.b
  - 7.J.2

An Association representative will be entitled to attend all meetings of the IBT-Horizon Air Joint Implementation Review Committee when such meetings involve 14.C.F.R. Part 117.

- III. Effective with the implementation of 14 C.F.R. Part 117, Article 5 is amended to read:
  - G. Rules for Duty Periods that Exceed 8 Hours of Block Time
    - 1. For scheduled Duty periods exceeding 8 hours of scheduled Block Time, the maximum number of scheduled legs, including Deadhead segments, will be six (6).
    - 2. When a Flight Attendant is Rescheduled for more than 8 hours of Block Time in a Duty period that contains more than six (6) legs, including Deadhead segments, the Flight Attendant will be paid at 150% of the pay rates contained in the CBA Appendix A for that entire Day's Block Time. This does not apply to a Duty period originally scheduled with less than or equal to 8 hours of Block Time and with more than six (6) legs of flying if that Duty period exceeds 8 hours of Block Time due to weather or ATC delays.
- IV. On January 10, 2015, all Association members in good standing who are employed by the Company will have the opportunity to vote, by secret ballot, whether to maintain the pilot language or to reinstate Article 5.A.1.a; 5.A.1.b; 5.A.2.a; 5.A.2.b; 5.A.3.a; 5.A.3.b; and 25.J.2. The Association will conduct the election and will certify the results. A simple majority vote (50%+1) will be required to continue pilot language.
  - If a majority of the members in good standing vote to retain pilot language, such language will remain in effect, along with the Association's participation in the IBT-Horizon Air Joint Implementation Review Committee meetings related to 14 C.F.R. Part 117.
  - 2. If a majority of the members in good standing do not vote to retain pilot language, effective with the beginning of Bid 274 (March 22, 2015):
    - a. Article 5.A.1.a; 5.A.1.b; 5.A.2.a; 5.A.2.b; 5.A.3.a; 5.A.3.b; and 25.J.2. will be reinstated, and the Association will no longer participate in the IBT-Horizon Air Joint Implementation Review Committee meetings related to 14 C.F.R. Part 117.;
    - b. Article 5.G, as created in this Sideletter of Agreement, will be null and void; and
    - c. Article 3.E.2 will be amended to read:

- A Flight Attendant will be paid above guarantee for a. 150% of the credit hours earned on a Day Off or when extended in the following cases:
  - (4) A Flight Attendant who is extended pursuant to Article 6.J. The extension will be considered a new trip for purposes of determining the appropriate credit driver only. The four-hour single-duty period minimum will not apply.

IN WITNESS WHEREOF, the Company and the Union have executed this Letter of Agreement effective the 18th day of July, 2013.

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FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

FOR HORIZON AIR INDUSTRIES, INC.

/s/ Veda Shook Veda M. Shook International President /s/ Lexie Graham Lexie Graham Acting MEC President

/s/ Kimberley Chaput

Kimberley Chaput Senior Staff Negotiator

/s/ Beverly Gilstad

Beverly Gilstad

Managing Director, Inflight

FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

FOR HORIZON AIR INDUSTRIES, INC.

/s/ Veda Shook /s/ Beverly Gilstad

Veda M. Shook

International President

/s/ Lexie Graham

Lexie Graham

Acting MEC President

/s/ Kimberley Chaput

Kimberley Chaput Senior Staff Negotiator

### SIDELETTER NO. 7

# 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:

2. 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.

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Beverly Gilstad

Managing Director, Inflight

	Fli	ght Attendant Bidding Timelines (all times are Pacific)
1 2	Sunday Monday	List of Flight Attendants eligible to bid for training is published
3 4 5 6 7 8	Tuesday Wednesday Thursday Friday Saturday Sunday	1200—Training bid opens
9 10 11	Monday Tuesday Wednesday	1200—Training bid closes 1800—Training bids awarded
12 13	Thursday Friday	1200—Bid packets published; bidding opens
14 15 16	Saturday Sunday Monday	1200—Bids close 1700—Preliminary bids posted
17	Tuesday	1700—Vacation slide request period opens
18 19	Wednesday Thursday	1700—Vacation slide request period closes 1200—Initial awards published 1200—Integration protest period begins
20 21	Friday Saturday	1200—Integration protest period closes 1800—SAP I opens
22 23	Sunday Monday	1200—SAP I closes 1800—SAP II opens

Appendix A

of current bid)  26 Thursday  27 Friday  28 Saturday 1700—Final bid awards posted; coverage blackout lifted	iny ys
27 Friday	
•	
29 Sunday	
30 Monday 2000—Open Time available for award	
04 T I	
31 Tuesday	
32 Wednesday	
33 Thursday	
34 Friday	
35 Saturday	

### Appendix B

### 14 C.F.R. Part 117

Table A

Maximum Flight Time Limits—Unaugmented Operations

Time of Report (Acclimated)	Maximum flight time (hours)
0000-0459	8
0500-1959	9
2000-2359	8

Table B
Maximum Flight Duty Period Limits—Unaugmented Operations

Time of Start (Acclimated Time)	line		_	ht Duty Pe on numbe	•	,	ents
	1	2	3	4	5	6	7+
0000-0359	9		9	9	9	9	9
0400-0459	10	10	10	10	9	9	9
0500-0559	12	12	12	12	11.5	11	10.5
0600-0659	13	13	12	12	11.5	11	10.5
0700-1159	14	14	13	13	12.5	12	11.5
1200-1259	13	13	13	13	12.5	12	11.5
1300-1659	12	12	12	12	11.5	11	10.5
1700-2159	12	12	11	11	10	9	9
2200-2259	11	11	10	10	9	9	9
2300-2359	10	10	10	9	9	9	9

### Appendix C

# Article 5 Hours of Service

Note: This Article will be in effect until the implementation of FAR Part 117. At that time, please refer to Article 5, Hours of Service, in the main part of this Agreement. If Flight Attendants vote to restore the following language in January 2015, it will go back into effect, with the understanding that FAR Part 117 will always provide the minimum amounts of rest and duty.

# A. Scheduling Limitations

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

### Rest Periods

- a. At her/his 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 nine (9) hours of rest between Duty periods (from release time until next report time). If the rest is scheduled for less than 10 hours, the following Duty period will be limited to 10 hours of Duty (except for Deadhead).
- In selecting overnight accommodations, the Company shall endeavor to ensure that local transportation time does not exceed fifteen (15) minutes each way.

# 2. Duty Time Limitations

- a. A Fight Attendant will not be scheduled for a Duty period in excess of twelve and one half (12.5) hours (except for CDO and hangar pickup or drop off).
- b. The maximum number of flight legs in a Duty Period will be 9, of which no more than 8 will be worked as a crew member.
- c. The Company recognizes that Flight Attendants may need personal time off of the aircraft during a Duty Period. If a

Flight Attendant believes she/he will need personal time off of the aircraft and the forecast ground time in a Flight Attendant Domicile will not be sufficient for such needs, the Flight Attendant may request to be relieved by an Airport Reserve as outlined in Article 7.K.

# 3. Flight Time Limitations

- a. Daily Maximum. No more than 8 Block Hours shall be scheduled during any Duty Period.
- b. Weekly Maximum. No more than 30 Block Hours shall be scheduled in a 7-day period.
- Bid Period Maximum. Scheduled and Mixed Bidline Block Hours in a 35 day bid period shall not exceed one hundred five (105) Block Hours.
  - (1) However, up to five percent (5%) of the Scheduled Bidlines may contain up to one hundred fifteen (115) Block Hours; provided that, the Scheduling Committee shall have the right to disapprove any line that exceeds one hundred five (105) Block Hours.
  - (2) A coverage line, when assigned, shall not exceed one hundred five (105) Block Hours.
  - (3) Solely for the purpose of determining whether a Mixed or Coverage Bidline would exceed the one hundred five (105) hour maximum, every day of Reserve assignment shall be deemed to have a value of 3.67 Block Hours.
- d. Part time Bidlines. Part time Bidline Block Hours in a 35 day bid period shall not exceed 52.5 Block Hours.

# 4. Days Off

a. Scheduled Bidlines shall contain a minimum of 14 calendar Days Off in a 35 day bid period.

- b. Coverage and Mixed Bidlines shall contain a minimum of 13 calendar Days Off in a 35 day bid period.
- c. Reserve Bidlines shall contain a minimum of 13 calendar Days Off, including at least one block of 4 consecutive Days Off. A Reserve block cannot exceed five (5) consecutive calendar days, except during bid-period transition, when it will not exceed six (6) calendar days.
- d. Part Time Bidlines shall contain a minimum of 24 calendar Days Off in a 35 day bid period.
- e. At Domiciles where there are Mixed Bidlines, at least 50% of the Bidlines shall contain a minimum of 14 calendar Days Off in a 35 day bid period.
- f. If a Flight Attendant is unavailable for flight duty for a portion of a bid period and is not awarded a Bidline, her/his minimum scheduled Days Off for the period she/he is available for work shall be pro-rated.
- g. Within any 7 day period there shall be scheduled at least one calendar Day Off in domicile, free of any duty. Flight Attendants may waive down to the FAR minimum after the preliminary bid award.

### 5. Miscellaneous

Awarded Bidlines shall only vary from the foregoing provisions as may result from those changes resulting from adjustments for vacation, training, and circumstances that were not foreseen, and those necessary to accommodate the transition from one bid period to the next. An overnight on the last day of the bid period normally will be flown by the Flight Attendant holding that Trip in that bid period.

# B. Rescheduling Limitations

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

1. A Flight Attendant will not be rescheduled for a Duty Period in excess of fourteen (14) hours except that a Duty Period may be rescheduled for

- a Duty Period in excess of fourteen hours only to accommodate a deadhead to a place of rest.
- A Flight Attendant will not be rescheduled without mutual consent to perform any duty for more than six (6) consecutive days without a Day Off. However, for operational reasons, duty may be rescheduled to end at Domicile no later than 0200 of a day without the duty being considered duty on that calendar day.

# C. Actual Duty Limitations

The federal regulation governing duty times and rest periods for the flight crew operating the aircraft on which a Flight Attendant is working shall be applied to limit the actual Duty Periods of a Flight Attendant.

# D. Report Time

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

- 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.
- With notice to the Association, the Company may change the Scheduled Report Time for selected Duty Periods based on its experience with conditions such as arranging a hangar pickup, winter operations, or particular airport conditions. At the request of the Association, the parties will meet to evaluate, on a case by case basis, circumstances that might require longer or shorter scheduled Report Times or Release Times as set forth in E. below.

### E. Release Time

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

1. The Duty Period for a Deadheading Flight Attendant shall be scheduled to end five (5) minutes after arrival.

2. The Duty Period shall be scheduled to end thirty (30) minutes after the arrival of her/his last flight of the Duty period if clearing of customs and immigration is required.

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

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

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