

# IAM TENTATIVE AGREEMENT



December 31, 2010

## Section 2 - Definitions

A. Airport Alert

“Airport Alert” is that period of time a flight attendant is required to be at the airport available for assignment to flight duty.

B. Base

A “base” is a location where a flight attendant is based, which may consist of co-terminals.

C. Bid Line

A “bid line” is a full bid period of assignments for a flight attendant, in her/his base, with specific dates and trips delineated. It includes scheduled time, as well as known special assignments, and/or reserve duty days.

D. Block to Block

“Block to Block” means the period of time beginning when an aircraft first moves away from the ramp blocks and ending when the aircraft comes to a stop at the ramp blocks, at either intermediate stops or final destination.

E. Calendar Day

“Calendar Day” means from midnight to midnight.

F. Co-terminal

A “Co-terminal” is two or more airports serving the same geographical area.

G. Deadheading

“Deadheading” means the transport of a flight attendant for the purpose of covering or returning from a flying assignment.

H. Displaced

“Displaced” means the forced transfer of a flight attendant from one base to another.

I. Domestic Partner

Domestic Partner shall mean a person who has an intimate, committed relationship of mutual caring with a flight attendant who is not legally married,

which relationship is intended to be permanent, and who meets each of the following criteria:

1. Have resided at the same residence and household as the flight attendant for at least six (6) consecutive months while in such a committed relationship, and
2. Be at least eighteen (18) years of age and not legally married, and
3. Be mutually responsible with the flight attendant for each other's welfare and obligations, and
4. Is not related by blood or adoption to the flight attendant, and
5. Be the sole domestic partner with the flight attendant, and have been so for at least six (6) consecutive months, and
6. Be of the same gender as the flight attendant, and
7. Have provided the Company with either a notarized affidavit affirming his/her qualification as a domestic partner pursuant to this paragraph, or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration.

J. Drafting

"Drafting" is the mandatory assignment of a flight attendant to a trip pairing.

K. First Flight Attendant

"First Flight Attendant" means a flight attendant who, in addition to performing flight attendant duties, is responsible for coordinating and directing the activities of the cabin crew, and for completing all required reports and documentation.

L. Flight Attendant

"Flight Attendant" means an employee of the Company whose duties consist of performing or assisting in the performance of cabin service, standby duty, ground service, and related duties, as defined by the Company Policies and FAA regulations, in a resourceful and gracious manner. As a safety professional, these duties include responsibility for applying these services for the welfare, comfort, and safety of passengers. The flight attendant will assist passengers with the completion of custom and immigration forms when necessary. Whenever the term flight attendant is used, it will include the male and female gender.

M. Flight Time Credit

“Flight time credit” is actual flight time on regularly scheduled flights, extra sections, charter trips, or other flights where the flight attendant is assigned as member of the crew.

N. Foreign Language Base

A “Foreign Language Base” (FLB) is a base which is staffed exclusively by flight attendants who have been qualified as foreign language speakers. FLB may also be used to refer to FLSs who are based in foreign language bases.

O. Foreign Language Speaker

A “Foreign Language Speaker” (FLS) is a flight attendant who has been qualified in accordance with Company standards and this Agreement to perform flight attendant duties in markets in which the ability to speak a foreign language is required. Foreign language speakers will assist passengers with the completion of customs and immigration forms and other necessary customer service translation information. Foreign language speaker flight attendants will make announcements over the public address system on the flight as required when directed by the ISM or First Flight Attendant. Foreign language speakers may be based in any base. Foreign language speakers who are not based in foreign language bases form the “at-large” group of foreign language speakers.

P. International Service Manager

“International Service Manager” (ISM) means a flight attendant who, in addition to the duties of a regular flight attendant, is responsible for (a) the coordination, leadership, and direction of the cabin service crew in accordance with service standards, (b) coordination of Inflight sales, and (c) preparation and handling of all reports and documentation as may be required by the Company.

The ISM will assist the flight attendants in the performance of their responsibilities for the preparation and handling of all forms, reports and documentation, and all accounting and paperwork required for sales and transactions on the flight. The ISM shall be responsible for reporting and depositing all receipts from all such transactions in accordance with Company requirements. In addition, the ISM shall be responsible for all briefings and announcements on the public address system on board the aircraft. The Company shall furnish all necessary tools and equipment for the performance of such duties.

Q. Per Diem

1. “Basic per diem” means the hourly expense reimbursement for expenses reasonably anticipated to be incurred by a flight attendant while engaged in flight operations ~~(excluding time away from base associated with turns i.e., a pairing with only one (1) duty period)~~ involving domestic flights and flights including destinations in Canada, Central America, and Mexico.
2. “Premium per diem” means the hourly expense reimbursement for expenses reasonably anticipated to be incurred by a flight attendant for time away from base while engaged in flight operations ~~(excluding time away from base associated with turns i.e., a pairing with only one (1) duty period)~~ to or from an airport not included in the Basic per diem definition. (e.g., Alaska, the Caribbean, Hawaii, Africa, South America, Australia, Europe, or Asia).

Our current contract provided that per diem for turns would be restored on the amendable date of December 31, 2009. This did occur and we are now removing this language. This is not a newly negotiated provision.

R. Published Time

“Published time” is time listed on crew routings provided to crew members by the Company.

S. Reserve

“Reserve” is a flight attendant who is required to be available for assignment to flight duty, either as a Call-out, a Ready, or on Airport Alert reserve duty. Flight attendants on reserve or airport alert status are required to perform traditional flight attendant duties, which may include customer service duties at the airport.

1. Ready Reserve

A Ready Reserve is a flight attendant who must be available to be contacted for duty assignments on a twenty-four (24) hour standby basis.

2. Call-Out Reserve

A Call-Out reserve is a flight attendant required to be available to be contacted for duty assignments only during assigned notification periods contained in the monthly bid packet in accordance with Section 5.1.3.b.

T. R Days

“R Days” are calendar day(s) of required availability for assignment to flight duty which may be scheduled in lines of time, placed in open time, used in reassignment, or assigned.

U. Scheduler/Crew Coordinator

The Company representatives responsible for scheduling the day-to-day operations of flight attendants.

V. 72 Hour Window

The “72 hour window” is the time during which open time first becomes available to flight attendants for trip trading for the next bid month. The 72 hour window will open at least three 24-hour periods before 0001 Central Standard Time of the first day of the new bid month. The 72 hour window will be indicated on the bid packet.

W. Specially Qualified

A “specially qualified” flight attendant is a flight attendant on the System Seniority List who has satisfied special requirements (in addition to the normal flight attendant requirements) under the Company’s qualifications, and is awarded a position utilizing such special qualifications. These flight attendants may be required to make a minimum commitment to the special qualifications program(s) in which they elect to participate. Current programs include Foreign Language Speakers, International Service, and International Service Managers.

X. Trip Pairing or Trip

A “trip pairing” or “trip” is one or more flight segments. A “flight segment” is an individual component of a trip or trip pairing, which includes no more than one take-off and one landing. Trip pairings are published in the monthly bid packets.

Y. Unscheduled Trip

An “unscheduled trip” is a trip not operated on published schedules, such as an exa section, a ferry flight or a charter, etc.

Z. Voluntary Furlough

“Voluntary Furlough” means a furlough which is accepted (e.g., to avoid being displaced) by a flight attendant who has the right to displace the most junior flight attendant on the system.

## Section 4 - Compensation

### A. Base Pay Rates

4. Flight attendants will be paid the hourly flight pay base rates set forth below. Their hourly rates will be determined by their seniority for pay purposes.

		<u>1/1/10</u>	<u>9/1/11</u>
1st 6 mos.	\$19.50	<u>\$19.99</u>	<u>\$20.49</u>
2 <sup>nd</sup> 6 mos.	19.50	<u>\$19.99</u>	<u>\$20.49</u>
2nd year	22.78	<u>\$23.35</u>	<u>\$23.93</u>
3rd year	24.06	<u>\$24.66</u>	<u>\$25.28</u>
4th year	25.95	<u>\$26.60</u>	<u>\$27.26</u>
5th year	27.84	<u>\$28.54</u>	<u>\$29.25</u>
6th year	32.30	<u>\$33.11</u>	<u>\$33.94</u>
7th year	34.32	<u>\$35.18</u>	<u>\$36.06</u>
8th year	36.18	<u>\$37.08</u>	<u>\$38.01</u>
9th year	37.54	<u>\$38.48</u>	<u>\$39.44</u>
10th year	39.44	<u>\$40.43</u>	<u>\$41.44</u>
11th year	40.65	<u>\$41.67</u>	<u>\$42.71</u>
12th year	42.67	<u>\$43.74</u>	<u>\$44.83</u>
13th year	44.27	<u>\$45.38</u>	<u>\$46.51</u>
14th year	46.12	<u>\$47.27</u>	<u>\$48.45</u>
15th year	48.15	<u>\$49.35</u>	<u>\$50.59</u>
16 <sup>th</sup> year	50.00*	<u>\$51.25</u>	<u>\$52.53</u>

~~\* 16<sup>th</sup> year rate effective December 30, 2009~~

New pay rates. These rates reflect a 2.5% pay raise retroactive to January 1, 2010 and a 2.5% pay raise on September 1, 2011.

- ~~2. Notwithstanding the provisions of paragraph A.1 above, all flight attendants entering initial flight attendant training after the date of ratification of this Agreement shall be paid the following Base Pay Rates for the first three (3) years of their employment:~~

<del>1<sup>st</sup> year</del>	<del>\$18.00</del>
<del>2<sup>nd</sup> year</del>	<del>20.00</del>
<del>3<sup>rd</sup> year</del>	<del>22.50</del>

These rates are no longer applicable.

## B. Incentive Pay Rates

1. Flight Attendants will be paid the following incentive pay rates for all block hours flown in excess of two hundred and twenty-five hours (225:00) per calendar quarter, including vacation and deadhead, to a maximum of three hundred and thirty hours (330:00), except that no incentive pay will apply for block hours flown in excess of one hundred and ten (110:00) hours in a bid month.

		<u>1/1/10</u>	<u>9/1/11</u>
1st 6 mos.	\$24.50	<u>\$24.99</u>	<u>\$25.49</u>
2 <sup>nd</sup> 6 mos.	24.50	<u>\$24.99</u>	<u>\$25.49</u>
2nd year	27.78	<u>\$28.35</u>	<u>\$28.93</u>
3rd year	29.06	<u>\$29.66</u>	<u>\$30.28</u>
4th year	30.95	<u>\$31.60</u>	<u>\$32.26</u>
5th year	32.84	<u>\$33.54</u>	<u>\$34.25</u>
6th year	37.30	<u>\$38.11</u>	<u>\$38.94</u>
7th year	39.32	<u>\$40.18</u>	<u>\$41.06</u>
8th year	41.18	<u>\$42.08</u>	<u>\$43.01</u>
9th year	42.54	<u>\$43.48</u>	<u>\$44.44</u>
10th year	44.44	<u>\$45.43</u>	<u>\$46.44</u>
11th year	45.65	<u>\$46.67</u>	<u>\$47.71</u>
12th year	47.67	<u>\$48.74</u>	<u>\$49.83</u>
13th year	49.27	<u>\$50.38</u>	<u>\$51.51</u>
14th year	51.12	<u>\$52.27</u>	<u>\$53.45</u>
15th year	53.15	<u>\$54.35</u>	<u>\$55.59</u>
16 <sup>th</sup> year	55.00*	<u>\$56.25</u>	<u>\$57.53</u>

~~\* 16<sup>th</sup> year rate effective December 30, 2009~~

New Incentive rates. These rates are a result of adding \$5.00 an hour to the Base Pay Rates and are also retroactive to January 1, 2010 and a 2.5% pay raise on September 1, 2011.

- ~~2. Notwithstanding the provisions of paragraph B. above, all flight attendants entering initial flight attendant training after the date of ratification of this Agreement shall be paid the following incentive rates for the first three (3) years of their employment:~~

<del>1<sup>st</sup> year</del>	<del>-\$23.00</del>
<del>2<sup>nd</sup> year</del>	<del>25.00</del>
<del>3<sup>rd</sup> year</del>	<del>27.50</del>

These rates are no longer applicable.

2. The Company may, but shall not be obligated to, designate specific days as “white flag” for flight attendant staffing. When a flight attendant picks up a trip from open time on a day designated as “white flag” s/he will be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph A. for all block hours actually flown on that trip. Pay for all block hours actually flown on a trip in accordance with this paragraph shall be:

	<u>Date Of</u> <u>Signing</u>	<u>9/1/11</u>
<u>1<sup>st</sup> year</u>	<u>\$29.98</u>	<u>\$30.73</u>
<u>2nd year</u>	<u>\$35.02</u>	<u>\$35.90</u>
<u>3rd year</u>	<u>\$36.99</u>	<u>\$37.92</u>
<u>4th year</u>	<u>\$39.90</u>	<u>\$40.90</u>
<u>5th year</u>	<u>\$42.80</u>	<u>\$43.87</u>
<u>6th year</u>	<u>\$49.66</u>	<u>\$50.90</u>
<u>7th year</u>	<u>\$52.77</u>	<u>\$54.09</u>
<u>8th year</u>	<u>\$55.63</u>	<u>\$57.02</u>
<u>9th year</u>	<u>\$57.72</u>	<u>\$59.16</u>
<u>10th year</u>	<u>\$60.64</u>	<u>\$62.15</u>
<u>11th year</u>	<u>\$62.50</u>	<u>\$64.06</u>
<u>12th year</u>	<u>\$65.61</u>	<u>\$67.25</u>
<u>13th year</u>	<u>\$68.07</u>	<u>\$69.77</u>
<u>14th year</u>	<u>\$70.91</u>	<u>\$72.68</u>
<u>15th year</u>	<u>\$74.03</u>	<u>\$75.88</u>
<u>16th year</u>	<u>\$76.88</u>	<u>\$78.80</u>

The Company may designate days of low coverage as “white flag” days. When days are designated, flight attendants picking up open time on that day(s) will be paid one hundred and fifty percent (150%) of your base pay rate.

C. International Override International flying, including Hawaii, but exclusive of Canada and Mexico, shall receive an hourly override of one dollar (\$1.00) flight pay per hour.

D. Starlight Pay

Flight attendants shall receive an additional fifty cents (\$0.50) for each block hour (prorated for partial hours) actually flown between the hours of 2200 and 0600. For purposes of this paragraph, time will be determined using local time at the departure station.

E. Short Crew Pay

Short crew pay shall apply to aircraft having more than 160 customer seats. The Company shall designate the initial staffing level on all such aircraft in the monthly bid packets. In the event that a trip on an aircraft having more than 160 customer seats is flown with fewer than the complement of flight attendants that was designated on the bid packet for that aircraft, an amount equal to the wage rate of a fifteenth (15th) year flight attendant times the hours flown times the number of flight attendants fewer than the initial complement shall be divided among the remaining flight attendants, except that if the flight attendant(s) is paid for the trip and is replaced by Inflight management personnel, no short crew pay shall be paid. Short crew pay shall be divided equally among the remaining flight attendants on the short-crewed trip.

## F. International Service Managers (ISM) Pay

The Company has established the International Service Manager (ISM) Program and assigns certain leadership responsibilities to the job description. The Program requires a minimum commitment of twelve (12) consecutive months. To be eligible to become an ISM an employee must have three (3) consecutive years of flight attendant seniority and must have a clean work record. All ISM positions will be posted, and interviews will be offered in seniority order to qualified applicants. Positions will be filled by interview placement.

This language was simply moved from Section 12.B.7. There is no change in the meaning of the language.

1. The compensation rates of ISMs after the effective date of this Agreement, based on continuous length of service as an ISM, will be as follows:
  - 1st ISM year: 20% above base rate in A. above, up to \$4.60/hour.
  - 2nd ISM year: 25% above base rate in A. above, up to \$5.50/hour.

In addition to any other premium pay on flight segments designated by the Company, an ISM will receive an additional two dollars (\$2.00) flight pay per hour. The Company may add or delete flight segments to receive this premium. Flight segments which qualify for this premium are: International flying, including Hawaii, but exclusive of Canada and Mexico.
2. ISMs who leave the program, except as a result of a reduction in force, transfer, or an authorized leave of absence, before completing twelve (12) consecutive months who later wish to re-enter the program must re-apply. If accepted, they will not receive credit for prior ISM service.
3. ISMs who voluntarily leave the program after completing twelve (12) consecutive months who later wish to re-enter the program must reapply. If accepted, they will be credited with prior ISM service. However, ISMs who voluntarily leave the program after completing twelve (12) consecutive months will be readmitted if they notify the Company of their desire to re-enter the program within sixty (60) days of leaving the program. The flight attendant cannot bump any other active ISM, but will receive the next available ISM vacancy in his/her base to which his/her seniority entitles him/her.

4. Any ISM who transfers to another international base shall transfer to such base as a flight attendant and, if there is no vacancy for an ISM position at the base to which such flight attendant is transferring shall be added to the ISM wait list for such base

This language was simply moved from Section 12.B.7. There is no change to the meaning of the language.

5. ISMs who are removed from the program for cause, including poor work performance, who later wish to re-enter the program must reapply. If accepted they will not be credited for prior ISM service.
6. ISMs who leave the program as a result of a reduction in force or a transfer, and who re-enter the program when "recalled" will retain all prior ISM seniority. To retain ISM seniority credit, transfer must accept the next ISM position offered to them in their new base. ISMs who are deactivated due to over staffing will be placed on a priority wait list in base seniority order. Priority activation status will be relinquished upon transfer or resignation from the program.
7. Consecutive service may be interrupted without penalty by an authorized leave of absence. Pay seniority in the ISM Program will not accrue during an authorized leave of absence.
8. Program leave(s) may be offered when overstaffing exists in the ISM program. The leave(s) will be awarded in seniority order to those individuals holding ISM qualifications in the base in which the over staffing exists, as determined by the Company. Once a program leave has been granted, it may not be rescinded except for operational needs. Special qualification program service will not accrue while on program leave, and pay overrides will not apply.
9. Flight attendants selected for promotion to the ISM Program must have completed a minimum of three (3) years of satisfactory active service and meet all requirements as defined in the Company International Service Manager job description. The Company will determine which candidates are selected to enter the program, using criteria to be determined and weighted by the Company in its sole discretion, which may include but not be limited to quality of work performance, attendance, aptitude, and seniority. ~~Foreign language skills are strongly preferred and ordinarily a prerequisite for the ISM.~~ Selected applicants will receive the necessary classroom training for the position and must successfully pass a test based on the material used in the training class at the completion of the training.

Crossed out language has been removed to reflect that foreign language skills would no longer be strongly preferred or a prerequisite for ISM selection. The underlined language is simply moved from Section 12.B.7. There is no change in the meaning of the language.

G. First Flight Attendant Pay

Flight attendants shall receive one dollar (\$1.00) for each block hour flown as the First Flight Attendant (FFA) ("A" position) on aircraft with 160 or fewer customer seats; flight attendants shall receive two dollars (\$2.00) for each block hour flown as the FFA ("A" position) on aircraft with more than 160 customer seats.

H. Galley Pay

Flight attendants working galley positions on B757 or widebody (2 aisle) aircraft on international flights, exclusive of Canada and Mexico, will receive an additional one dollar (\$1.00) for each block hour (prorated for partial hours) actually flown on such trips.

I. Pay

1. On the first day of each calendar month a flight attendant will be issued a paycheck in an amount equal to forty hours (40:00) (twenty hours (20:00) for jobshare flight attendants) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks.
2. On the sixteenth day of each calendar month a flight attendant will be issued a pay/expense check containing:
  - a. An amount equal to the value of twenty-five hours (25:00) (twelve hours and thirty minutes (12:30) for jobshare flight attendants) if the flight attendant was on active duty or due to receive credited time for the previous two (2) weeks,
  - b. Pay earned in excess of sixty-five hours (65:00) (thirty-two hours and thirty minutes (32:30) for jobshare flight attendants) for the previous month,
  - c. Other claims for pay submitted for the prior month if submitted by the first day of the current month, and
  - d. All travel expenses and/or per diem due for the previous month.
3. Compensation due on the sixteenth will be reduced by an amount equal to any reduction (s) in compensation incurred for the previous month.

J. Reserve Guarantee

1. Flight attendants and ISMs on Reserve status for a full calendar month will be paid all compensation actually earned or the value of eighty-three hours (83:00) at the applicable base hourly rate, whichever is greater. The monthly guarantee for Reserve ISMs will be calculated at their ISM rate plus \$2.00 to include the ISM override. The monthly guarantee for Reserve language speakers will be calculated at their flight attendant rate plus \$2.50 to include their language speaker override.
2. The monthly guarantee for Reserve flight attendants and Reserve ISMs will be reduced by four hours (4:00) for each day the Reserve is unavailable for duty.

K. Paycheck/Vouchers

1. The Company will make each flight attendant's paycheck available at her/his base on the first and sixteenth day of each month during office hours. The Company will provide direct deposit of a flight attendant's paychecks to banks or credit unions designated by the Company with the proper authorization executed by the flight attendant. The Company will not charge for this service.
2. Flight attendants are expected to provide immediate notice to the Company of any paycheck errors. Any errors in paychecks in excess of \$50.00 gross amount will be corrected by a special check within two (2) business days after the day the flight attendant notifies the Company of the paycheck problem, except when the shortage is due to the flight attendant's neglect or mistake. In those cases, the error will be corrected on the next regular pay period. The Company will make every reasonable effort to resolve differences of opinion concerning insurance and/or pass charge deductions by the next scheduled payday.
3. A flight attendant's flight pay voucher(s) for the month will be available to her/him in her/his base by the sixteenth day of the following month.
4. Flight attendants will be furnished a written itemized statement of all wages and deductions made on their paycheck stubs.

L. Deadhead Pay

Flight attendants ~~will be credited with fifty percent (50%) flight time for all deadhead by air and ferry time. Effective on the day before the amendable date of this Agreement, flight attendants~~ will be credited with one hundred percent (100%) flight time for all deadhead by air and ferry time. Surface deadhead pay will be calculated by dividing the surface mileage by forty (40) and multiplying the quotient by the flight attendant's hourly base rate.

This language is no longer necessary as 100% pay and credit for deadhead was restored on the amendable date of the current contract.

M. Flight attendants on Reserve or Airport Alert status are only required to perform traditional flight attendant duties, which may include customer service duties at the airport.

N. Holding Pay

Flight attendants will be paid \$15.00 per hour pro rata by minute as holding pay, for all unscheduled ground time over thirty minutes (:30) if required to remain with passengers or perform customer service duties. Flight attendants will be paid such holding pay in addition to all other compensation.

O. Trip Rig

Prior to pairing origination, each trip pairing that contains a scheduled rest period of over twenty nine hours (29:00) shall have the following minimum pay value added to line value, or the flight time, whichever is greater:

1. A flight attendant who departs her/his base on a trip pairing shall receive a minimum of one hour (1:00) of pay for each four hours (4:00) elapsed period, prorated until s/he returns to her/his base.
2. Such trip rig pay shall be computed so as to include the time required to report for duty prior to flight, but not less than one hour (1:00), and the time subsequent to her/his return including the fifteen minutes (:15) continuation of duty time after a trip arrives at the block (thirty minutes (:30) for trips when Customs clearance is required).
3. A flight attendant's trip rig pay will be based on scheduled or actual duty time, whichever is greater.
4. The difference between the flying pay earned during such period and the minimum pay provided in this paragraph shall be computed as an extension of the final portion of the return trip to such flight attendant's base.

P. "Overs" Protection

If, in the last seven (7) days of the bid month, a flight attendant loses flight time, such as a flight cancellation, her/his projected line value shall remain as it was immediately prior to the loss of flight time. That is, s/he will be protected against the loss of his/her overs due to flight cancellation during the final seven (7) days of the bid month.

Q. Foreign Language Speaker Pay

Qualified flight attendants who are required to speak a foreign language will be paid an additional two dollars and fifty cents (\$2.50) flight pay per hour actually flown on flight segments that are designated as speaker positions for that foreign language. In addition, the Company will determine on a monthly basis the number of designated

foreign language speaker lines, and will pay the same number of active flight attendants, in seniority order, an additional two dollars and fifty cents (\$2.50) flight pay per hour actually flown, except that no flight attendant shall receive both the foreign language premium and the senior flight attendant premium.

R. Duty Free

The Company in its discretion may develop marketing or promotional programs for flight attendants and ISMs including but not limited to a program for flight attendants and ISMs to receive a commission based on a Company established percentage of total duty free sales on international

flight segments. Duty free commission shall be distributed equally among all the flight attendants working the flight. (See also, Letter of Agreement #13, Duty Free Bonus Payments.)

S. Pay Guarantee

Flight attendants will be paid a salary based upon the monetary value of their bid line after adjustment procedures have been completed or all compensation actually earned, whichever is greater. If a flight attendant decreases or increases her/his line projection, the pay guarantee will be decreased or increased by the same amount. If a flight attendant loses time due to operating irregularities, her/his pay will be protected to the monetary value of the line projection in accordance with the provisions of Section 5.K.1 and 3.

T. All flight time for pay purposes will be computed as actual time or time published on trip pairings, whichever is greater.

U. For each day of publicity, or promotional assignment, (not including transitional duty), a flight attendant will be paid four hours (4:00).

V. Bid Line Holders will receive four hours (4:00) of pay, or pay for actual hours flown, whichever is greater, for an "R" day.

W. Drug/Alcohol Testing Pay

A flight attendant shall receive, in addition to all other compensation \$20.00 for each instance s/he is required to submit to random drug/alcohol testing.

X. Drafting Pay

A flight attendant who is drafted shall receive, in addition to all other compensation, three hours (3:00) pay and credit.

## Section 5 - Scheduling

### A. Line Construction

1. Bid lines with a majority of flight time in the forty-eight (48) contiguous United States will be constructed not to exceed ninety-two hours and thirty minutes (92:30). All other bid lines will be constructed not to exceed ninety-seven hours (97:00). Flight attendants who are awarded any line with less than seventy hours (70:00) original flight time line projection will be pay protected up to seventy hours (70:00).
2. If sufficient vacations are scheduled in any month such that the time vacated can make a complete line of vacation relief, such lines will be posted as a regular bid. Vacation relief lines will not change after bids are posted. However, if a vacation slot is dropped due to leave of absence, resignation, etc., that vacation relief line will no longer be valid. Vacation relief lines will be guaranteed at least seventy hours (70:00). Remaining vacation time will be placed in open time for use for adjustments, trip trades, and/or move-up lines.
3. Reserve bid lines may include, but are not limited to, Airport Alert duty and Charter Reserve.
4. Flight attendants available for a full bid month will have a minimum of eight (8) days off at their base.
5. Time permitting, charters, extra sections and scenic flights (excluding variable staffing positions) assigned to a base which are not in the bid lines will be placed in open time unless a particular flight attendant(s) has been requested by the charter organization.
6. The Company will not schedule any pairing with more than one (1) segment following a red-eye flight segment, and in no case will a flight attendant be reassigned to fly more than two (2) segments following a red-eye flight segment. For purposes of this paragraph, a red-eye flight is one which is scheduled to depart before 0200 and scheduled to terminate after 0400, local time.
7. Relief from all duty on domestic trips for not less than one (1) twenty-four hour (24:00) period will be provided to each flight attendant at her/his base at least once during any seven (7) consecutive calendar days. Relief from all duty on international trips for not less than one (1) twenty-four hour (24:00) period will be provided to each flight attendant during any seven (7) consecutive calendar days. Relief from all duty on international trips for not less than one (1) twenty-four hour (24:00) period will be provided to each reserve flight attendant at her/his base at least once during any

seven (7) consecutive calendar days, unless assigned to a trip pairing published in the bid packet that does not return the flight attendant to her/his domicile during seven (7) consecutive calendar days. In this case the twenty-four hour (24:00) period may be downline.

8. If a flight attendant loses a minimum day(s) off or set of days off on the last day(s) of her/his monthly bid line, the minimum day(s) off will be restored within the following month.
9. A flight attendant may voluntarily reduce her/his day(s) off below the monthly minimum to perform special assignments for the Company. S/he will not have her/his day(s) off restored to the minimum.
10. Between the first and fifth day of the bid month additional lines may be constructed from remaining vacation drops, month-to-month adjustments and any remaining open time. Regardless of how constructed, these additional lines will be awarded in seniority order. The lines will be constructed to comply with Section 5.A.1, and will be built with comparable days off as contained in the reserve line awarded. The days off will be as comparable as reasonably possible considering both available trips for the line construction and known operational requirements. A reserve move-up list will be displayed on the Inflight web site no later than forty-eight (48) hours prior to the first day of the bid month.

#### B. Hours of Service

1. Check-in time for a flight, trip and all deadhead assignments will be as follows:
  - a. Aircraft with more than 160 customer seats:
 

One hour and fifteen minutes (1:15) at all bases, (one hour (1:00) on board aircraft);  
One hour (1:00) at all layover points.
  - b. Aircraft with 160 or fewer customer seats:
 

One hour (1:00) at base, (forty-five minutes (:45) on board aircraft);  
Forty-five minutes (:45) at all layover points.
  - c. Deadheading:
 

Forty-five minutes (:45) for all aircraft at all points.
  - d. A flight attendant who is unable to report for her/his trip assignment must contact Scheduling as early as physically possible. At least two hours' (2:00) notice is required.

2. The Company may not reduce the check-in time for a flight attendant at her/his domicile without her/his permission.
3. If the Company reduces a flight attendant's check-in time, s/he will receive pay and flight time credit as if s/he had reported for duty at the time specified in Section 5.B.1.
4. If a bid line holder is more than fifteen minutes (:15) late for her/his required check-in time, a reserve will be assigned the open trip and the lineholder will be replaced. The lineholder will receive a report late if s/he arrives before schedule departure. A lineholder who arrives after scheduled departure will receive a missed trip.
5. On trip pairings where the initial segment is a deadhead between flight attendant bases (for example, EWR-IAH or CLE-EWR) flight attendants may elect to check-in at the deadhead destination base, which will be her/his new point of origin. Check-in may not be done at outstations. Such check-in times will be the same as those required for other originating pairings. A flight attendant must notify Crew Scheduling if s/he elects to check-in downline a minimum of twenty-four hours (24:00) prior to the deadhead departure time. A flight attendant exercising this election shall be responsible for her/his transportation to the new point of origin. S/he will also be responsible for providing Crew Scheduling with a contact number for use in the event of reassignment. Flight attendants utilizing this downline check-in option shall conform to reasonable Company procedures governing such check-in. A flight attendant electing to check-in downline who complies with the terms of this paragraph shall receive her/his regular pay for the scheduled deadhead segment as specified in Section 4.L.
6. Pairings Ending in a Deadhead.
  - a. When a pairing ends with a deadhead segment, a bid line holder may, with prior notice to Crew Scheduling, and a reserve may, with prior approval from Crew Scheduling, elect not to fly such deadhead segment but shall then be responsible for any alternative transportation to another airport. A flight attendant electing not to fly a deadhead segment shall receive her/his regular pay for the scheduled deadhead segment as specified in Section 4.L.
  - b. When an international pairing ends with a deadhead segment, a flight attendant may, with prior approval from Crew Scheduling, elect not to fly such deadhead segment but shall then be required to fly such alternative deadhead segment as agreed upon with Crew Scheduling. A flight attendant electing to fly an off-pairing international deadhead segment as described herein shall receive

her/his regular pay for the originally scheduled deadhead segment as specified in Section 4.L., but shall not be entitled to any additional or premium pay related her/his election to engage in the off-pairing deadhead.

Flight Attendants on international trips with scheduled deadhead on the end of the pairing may with approval from scheduling arrange for an earlier deadhead seat to include any applicable departure tax.

7. Duty limitations
  - a. The maximum duty limitation for trips between the forty-eight (48) contiguous United States and Mexico, the Caribbean, Canada, Central America and Alaska or for trips wholly within the forty-eight (48) contiguous United States will be fourteen hours (14:00) scheduled; sixteen hours (16:00) actual.
  - b. The maximum duty limitations for all other trips will be sixteen hours (16:00) scheduled; seventeen hours and thirty minutes (17:30) actual, except as provided in c. below.
  - c. On a non-stop flight scheduled over twelve hours (12:00) flight time, flight attendants may be scheduled to a maximum of the combination of check-in time, scheduled flight time, and debriefing time. Actual duty time may exceed scheduled duty time by three hours and thirty minutes (3:30). Under no circumstances shall a flight attendant be required to remain on duty in excess of nineteen hours (19:00).
  - d. In the case of an irregular operation, flight attendants may be required to exceed these duty limitations to deadhead for required rest. The deadheading must begin before the end of the actual duty limitation.
8. A flight attendant will be on-duty from the time s/he is required to report for duty at the designated reporting place or does report for such duty, whichever is later. The duty period ends at the conclusion of any non-flying duty, block-in from deadheading, or the later of fifteen minutes (:15) (thirty minutes (:30) for trips when Customs clearance is required) after

block-in of a flight, or actual release.

9. Rest periods

a. Minimum scheduled rest periods will be:

1. Ten hours (10:00) block in to block out at home base domicile.

Exception: Reserves will be scheduled for a minimum rest period of eleven hours (11:00) block in to block out at their base.

2. Nine hours (9:00) block in to block out at a layover station.

b. Actual rest periods may not be less than:

1. Nine hours (9:00) block in to block out at home base domicile.
2. Eight hours and forty-five minutes (8:45) block in to block out at a layover station.

c. Flight attendants scheduled for a duty day of 14:01 to 16:00 hours will be scheduled for the following minimum rest period:

1. Twelve hours (12:00) free from duty.
2. Ten hours (10:00) free from duty provided the next rest period is fourteen hours (14:00) free from duty.

d. A reserve assigned to a non-stop flight segment scheduled for more than twelve hours (12:00) flight time on the final day of a trip pairing shall be free from all duty for the remainder of the calendar day of his/her scheduled arrival, and in no event shall receive less than a minimum of sixteen hours (16:00) free from all duty at her/his domicile upon completion of such trip assignment.

e. The Company will not interrupt a flight attendant's minimum rest, starting at the conclusion of the duty period, except in emergency circumstances or as provided in paragraph I.16 below. Emergency circumstances include notification of operational changes to the flight attendant's schedule and urgent personal situations (e.g., death in the family). Nothing in this paragraph is intended to alter or extend the minimum rest provisions of paragraph B.9 above.

C. Reduced Flying

1. Subject to the operational needs of the Company and to the terms of this Section, flight attendants may reduce their scheduled hours below sixty-five hours (65:00) in a bid month.
2. If a flight attendant intends to fly less than forty hours (40:00), notice of such intent must be provided in accordance with the provisions of this paragraph.
  - a. To be eligible to reduce their schedules below forty hours (40:00) in a bid month flight attendants must provide advance notice in the month(s) preceding the month in which such reduction is desired. The notice must be provided for each month that a reduction below forty hours (40:00) is desired, even when those months are consecutive.
  - b. The Company shall designate the time and manner required for the notice to be provided, whether through the normal monthly bid process, by means of a special form, or by such other means as will be sufficient to effectively initiate the actions and processes contemplated by this Section.
  - c. The submission of a notice of intent to perform reduced flying shall not be considered to be a guarantee or an assurance that a flight attendant desiring to reduce her/his flying will be able to do so. All trip drops and trip trades conducted by such flight attendants will remain subject to the normal rules, procedures, and restrictions, if any, which are generally applicable to such transactions.
  - d. A flight attendant who has not indicated her/his intention to fly less than forty hours (40:00) in a month in the manner indicated by the Company shall not be eligible or entitled to do so.
3. Pay consequences of election to fly less than forty hours (40:00)
  - a. On the first day of the calendar following the month in which a flight attendant provides notice of her/his desire to be eligible to fly less than forty hours (40:00) the flight attendant will be issued a paycheck in an amount equal forty hours (40:00) (twenty hours (20:00) for job share flight attendants or flight attendants on half month leaves) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks. (This pay is an estimated amount due for the last half of the preceding month.)

- b. On the sixteenth day of the calendar month following the month in which a flight attendant provides notice of her/his desire to be eligible to fly less than forty hours (40:00) s/he will be issued a pay/expense check containing an amount equal to the value of twelve hours and thirty minutes (12:30) if the flight attendant was on active duty or due to receive credited time for the previous two (2) weeks, and pay earned in excess of the amount(s) previously received for the previous month's flight time. (This pay is an estimated amount due for the first half of the current month plus "cleanup" pay from the prior month.)
- c. flight attendant will be issued a paycheck in an amount equal to twenty hours (20:00) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks. (This pay is an estimated amount due for the last half of the prior month.)

For example: A flight attendant desiring to fly less than forty hours (40:00) in April must advise the Company of her/his desire in March in the manner designated by the Company. The flight attendant will receive:

1. A pay check on April 1 containing an amount equal to the value of forty hours (40:00) for flying performed in the last half of March,
2. A pay/expense check on April 16th containing an amount equal to the value of twelve hours and thirty minutes (12:30) for flying performed in the first half of April plus March cleanup pay/expenses, and
3. A paycheck in an amount equal to twenty hours (20:00) pay at the appropriate hourly rate on May 1 for flying performed in the second half of April.
4. The May 16th pay/expense check will contain cleanup for flying performed in excess of thirty-two hours and thirty minutes (32:30) in April, or in the event that the flight attendant flew fewer than thirty-two hours and thirty minutes (32:30) in April, the corresponding deduction.

Note: Paychecks relating to a month in which a flight attendant has designated her/his desire/intention to fly less than forty hours (40:00) will be paid based upon twelve and a half hours (12:30) for the mid-month paycheck and twenty hours (20:00) for the first of the month paycheck, regardless of whether the flight attendant actually drops time.

4. If a flight attendant drops no time, and actually flies all of her/his scheduled trip pairings, s/he will still receive paychecks reflecting her/his notice of desire to fly less than forty hours (40:00). Such a flight attendant will receive pay for all remaining unpaid hours on the following month's cleanup paycheck.
5. Seniority and benefits
  - a. A flight attendant working forty hours (40:00) or more of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall receive one-hundred percent (100%) of vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month, and all variable pay elements (including on-time bonuses), passes in accordance with Corporate policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional group universal life).
  - b. A flight attendant working less than forty hours (40:00) but at least twenty (20:00) hours of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall receive fifty percent (50%) of vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month.
  - c. A flight attendant working less than twenty (20:00) hours of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall not receive any vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month.
  - d. A flight attendant electing to fly less than forty hours (40:00) shall receive variable pay elements (including on-time bonuses), passes in accordance with Corporate policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional group universal life).
6. Any flight attendant who engages in outside employment while electing to fly less than forty hours (40:00) will be subject to discharge unless s/he has received prior written permission.
7. A flight attendant who flies no hours and receives no flight credit for an

entire month will be considered to have been on a personal leave of absence for that month, including for purposes of benefit accruals and entitlements, and for incentive programs and payments. A flight attendant who flies no hours and receives no flight credit for the entire month in consecutive months will accrue seniority for all purposes for the first ninety (90) days, and thereafter will accrue seniority for bidding and pass longevity purposes only.

8. Either party may request a meeting to discuss the administration of the program at any time during the life of this Agreement.

D. Bidding on Schedules

1. Monthly Bid Periods for bidding, pay, and scheduling are established as follows:

January	30 days	Jan 1 - 30
February	30 days*	Jan 31- Mar 1
March	30 days	Mar 2 - Mar 31
April	30 days	Apr 1 - 30
May	31 days	May 1 - 31
June	31 days	Jun 1 - Jul 1
July	30 days	Jul 2 - 31
August	30 days	Aug 1 - Aug 30
September	31 days	Aug 31- Sep 30
October	31 days	Oct 1 - 31
November	31 days	Nov 1 - Dec 1
December	30 days	Dec 2 - 31

\*Leap Year will make February a 31-day bid month.

Should the Company have a need to alter the bid periods established above by more than two (2) days, the Union and the Company will meet and agree on any changes. When the bid periods are changed a notice of those changes will be posted in the bulletin books and clearly noted in the bid package.

2. If a bid period varies from a calendar month, it will be noted on the bid package.
3. The Company will determine the method of line construction. The Company will construct pairings, determine the number of bid lines flown, construct the lines, and designate pairings requiring special qualifications, except as otherwise provided in this Agreement.
4. Bids will be awarded in seniority order. ISM positions will be awarded in seniority order to ISMs. The positions of FLSs in Foreign Language Bases

will be awarded in seniority order to FLSs speaking the same language (in the same Foreign Language Base).

5. The criteria for variable staffing will be included in the bid packets. If, at the time of bid line construction, the criteria are met, and the variable positions can be constructed as a line of time, they will be published and available for bid.
6. Under extraordinary circumstances, all lines may be rebuletined for the balance of the bid period. If there is insufficient time to rebid the lines, flight attendants will fly replacement pairings within the affected line.
7. A flight attendant who does not submit a bid before the bid closing, or who fails to bid sufficient choices, will be awarded the first numerically unawarded line in seniority order for which s/he qualifies.
8. To be eligible to bid a line, a flight attendant must be qualified and current. S/he must be available for no less than fifteen (15) consecutive days of the bid period.
9. Two (2) active flight attendants who are assigned to the same base and want to fly a line of time together may "buddy" bid. Procedures for buddy bidding may be established by the Company and will be stated in the monthly bid packet. Flight attendants who are buddy bidding will be allowed to position bid.
10. Bid packets shall be distributed in each domicile no later than the fifteenth of each month unless unusual circumstances prevent such timely distribution. Bid packets will reflect positions/assignments. Bids shall close no earlier than six (6) days after distribution.

E. Month to Month Line Adjustments

Flight attendants who bid incompatibly are subject to the following month-to-month line adjustment procedures:

1. Trips and trip pairings originating in the old bid period will be flown to completion.
2. If a flight attendant is unable to fly the first trip(s) in the new bid period and her/his original new month line projection is reduced by three hours (3:00) or more, s/he will be subject to adjustment.
3. A flight attendant who is subject to adjustment shall have the option of utilizing the self-adjustment window.

4. The self-adjustment window will occur during the adjustment period.
5. The following rules will govern all flight attendants' self-adjustments:
  - a. Adjustments are to be made to  $\pm$  three hours (3:00) of the flight attendant's awarded line value using trips in the base on days originally scheduled to work.
  - b. If there are no trips in the base which can satisfy (a) above, then adjustments are to be made to  $\pm$  three hours (3:00) of the flight attendant's awarded line value using trips in her/his base on any available day(s).
  - c. If there are no trips in the base which can satisfy either (a) or (b) above, a flight attendant may adjust her/his line with any trip in the base on any day(s) which will bring her/his line value as close as possible to, but not more than five hours (5:00) greater than, the originally awarded line value.
  - d. Adjustments must be made to comply with minimum rest periods and on-duty limitations.
  - e. If a flight attendant is unable to adjust her/himself or if s/he fails to do so, regardless of the reason(s) for such inability or failure, the Company will adjust her/him using the above parameters.
    1. If no trip(s) is available, the flight attendant may first be assigned to "RA" days on days originally scheduled to fly, and then on a remaining day(s) off in the new bid period.
    2. A flight attendant may require that the Company not use RA days when adjusting her/his schedule. If a flight attendant elects this option, and is not adjusted, or not fully adjusted, then her/his guarantee will be reduced accordingly.
    3. A flight attendant on an "RA" day will be considered a Ready reserve.
  - f. Flight attendants who may be awarded incompatible schedules from one month to the next will be allowed to submit adjustment requests before the published bid closing date and time.
  - g. Jobshares and Partners bidding incompatibly will be adjusted up to a minimum of forty hours (40:00), plus or minus two hours (2:00). Half-month leaves will be adjusted to a minimum of thirty-two hours and thirty minutes (32:30). Jobshare, Partner and half month leave lines will be adjusted down if they exceed fifty-five hours (55:00).

- h. Should a carry-over pairing interfere with regularly scheduled training, the training date will be dropped and a new training date within that bid month must be scheduled by the flight attendant.
- i. Once adjustments are complete, a list will be posted in each base with the names of flight attendants who have been adjusted with assignments added to their bid line. Each flight attendant who appears on the list is responsible for checking the computer terminal to determine her/his new schedule. A flight attendant's adjusted schedule will not be final until the 72-hour window begins.

F. Foreign Language Speaker ("FLS") Provisions

- 1. Flight attendants who are staffed in a foreign language base ("FLB") shall have one (1) language designated as their "primary" language.
- 2. Pick up of open time in an FLB by flight attendants not having a language qualification may be denied if Scheduling anticipates that FLB reserves will be used to cover the trip.
- 3. An FLB reserve who has been assigned to a trip requiring his/her primary language qualification may only be displaced or opted out by a lineholder holding the same primary language qualification.
- 4. The Company shall be entitled to construct additional FLS lines in bases other than FLBs ("at-large" speaker lines).
  - a. At-large FLS lines shall first be awarded in seniority order from among bidders in the base holding the primary language qualification.
  - b. If there are insufficient bidders holding the primary language qualification at-large FLS lines shall then be awarded in seniority order to any other bidder in the base.
  - c. The Company shall be entitled to staff flights on which it determines that FLSs are needed with any combination of FLB flight attendants and at-large FLSs from other base(s) in numbers no greater than those which have been agreed upon by the Company and the Union.
- 5. FLSs who are staffing at-large speaker lines solely pursuant to Section 5.F.4.a above shall be subject to all of the provisions and limitations relating to FLSs who are staffed in the FLB and shall, for purposes of Section 5.G.5 below, be deemed to be staffed in the FLB for the entire bid

month in which they hold the at-large line. Flight attendants who are entitled to and are holding at-large speaker lines without regard to Section 5.F.4.a above shall be considered to be staffed in the base in which they bid, and shall not be subject to the Section 5.G.5 limitations applicable to FLSs.

6. Regardless of any other provision herein, leaves, jobshares, reductions and displacements, and transfers into foreign language bases shall be awarded to foreign language speakers according to their seniority from among those holding and/or bidding for the same primary language position(s). In addition, for purposes of drafting and assignment of reserves, the Company may first assign FLBs having the required primary language qualification.

G. Adding, Dropping, or Trading Trips

1. Personal drop

- a. Flight attendants may personal drop a trip pairing subject to operational requirements. Requests will only be accepted the day before report time of the trip pairing and will be granted on a first come, first served basis.
- b. Flight attendants may drop a portion/portions of a trip when it transits the base the day of the trip, if staffing allows.

2. Equipment Change

In the event of an equipment change which does not require the original number of flight attendants scheduled, Scheduling will first reassign reserves, if any. If the trip still does not require the remaining number of flight attendants, the senior bid line holder(s) may take or opt off the trip. However, FLSs and the ISM may be required to take or complete the trip when the trip still needs their special qualification(s). If the trip does not require the original number of FLSs, the senior FLS may take or opt off the trip. If the reserve is not reassigned and travels on the same flight, s/he will be included in the senior option as provided in Section 5.G.6. The surplus flight attendant (who is either bumped off or who opts off the trip) shall, at her/his option, be pay protected in accordance with the provisions of Section 5.K.

3. Restoration of Days Off

A flight attendant who is entitled to restoration of a day(s) off and who declines payment for the day must be given the day off within ninety (90) days after the original day(s) was lost, on a regular scheduled work day(s).

When there is a choice of days off to be restored, the restoration will be given on a day(s) mutually agreed upon by Scheduling and the flight attendant. Restoration of a day(s) off during a multiple day pairing will be either the first or last day of the pairing subject to mutual agreement between the flight attendant and Scheduling. A flight attendant will receive pay and credit for the value of the flight time lost on the restored day(s). If a flight attendant must drop a multiple day pairing to restore a day(s) off, s/he will have the option of not accepting reassignment for the remainder of the dropped pairing. In this case the flight attendant will either have her/his guarantee reduced or receive her/his pay guarantee in accordance with Section 5.K. Unless a flight attendant declines payment or will be unable to maintain the eight (8) day minimum, s/he will receive five hours (5:00) pay in addition to all other pay for the month in lieu of a restored day(s) off. If the day being restored was a reserve flight attendant's immovable day off, the restored day will likewise be immovable. If the lost day off is not restored as provided above within ninety (90) days, the flight attendant will be entitled to five hours (5:00) pay in addition to all other pay for the month for the lost day off. To receive the pay, the flight attendant must submit a pay claim.

This language does not change the current practice for securing a restoration of day off or the 5 hours pay. If you have not received the restoration of a day off or the 5 hours pay within the ninety (90) days, you may then submit a pay claim for 5 hours of pay.

#### 4. Trip duplication

When two (2) or more flight attendants are assigned to the same trip in the same position, the trip will be awarded by seniority option. When a flight attendant is removed from a trip due to a trip duplication or any other Company error, s/he will have the option of being released from assignment and having her/his line guarantee reduced or receive her/his line guarantee in accordance with the provisions of Section 5.K. If the trip duplication is a result of Company error, and if the error is not corrected prior to the calendar day of the trip, the senior flight attendant involved in the duplication error shall have the first option of being released from assignment with no reduction in her/his line guarantee.

#### 5. Trip trades and pick-ups

a. General Rules applicable to all trip trades and pick-ups:

1. Minimum days off, minimum rest and maximum duty limitations will apply. Jobshare/half month leave and

Partnership flight attendants may not exceed fifty-five hours (55:00).

2. Requests for trades must be made through the computer at least one (1) calendar day, central time, before scheduled departure time of the first trip, except that if the trip being dropped occurs after the trip being picked up, the request must be made at least twelve hours (12:00) prior to check-in of the trip being picked up. Trades involving two (2) trips which both have scheduled departures less than one (1) calendar day after the trade must be done by exception, and are subject to operational needs. Trades other than with open time (except position trades on the same pairing) may also be requested up to six hours (6:00) prior to check in through the trip trade exception line.
3. A trade between two (2) flight attendants on the same trip pairing may be requested at check in, even if it involves the FFA ("A" position).
4. A trade between two (2) flight attendants in the same base may be for an entire pairing or for a portion of a pairing provided that the offered time begins and ends at the base. The Company will provide a Crew Communications System ("Crew Com") bulletin board for the advertising of flight attendant trips or portions of trips for trade/pick up within the domicile. The flight attendant is required to fly her/his original trip if no other flight attendant picks up that flying within six (6) hours prior to scheduled departure.
5. If the FFA ("A" position) is picked up from open time, seniority option shall be permitted among the flight attendants on the same pairing.
6. Only two (2) flight attendants may participate in a trip trade. Three (3) way trades are not permitted. One (1) flight attendant may drop one (1) or more pairings to another flight attendant without picking up any pairing in return.
7. Complete line trades are permitted including line trades between bid line holders and reserves. Line trades will be permitted even if vacation is involved with either line. Line trade requests must be submitted one (1) calendar day local time before the first day of the new bid month.
8. There must be a minimum of one hour and thirty minutes (1:30) from block-in to block-out between trip pairings

scheduled for the same duty day.

9. Trip trade requests must be for trips originating in the same bid month. No month to month trades are allowed.
10. A bid line holder may displace a reserve flight attendant assigned to a trip(s) at any time up to twelve hours (12:00) prior to check-in of the trip, provided the bid line holder is more senior than the reserve flight attendant, except as provided in Sections 5.G.6 and 5.I.10.b.3.
11. Reserve FLSs may only be displaced by senior FLS bid line holders having the same primary language qualification.
12. Reserve ISMs may only be displaced by senior ISM bid line holders.
13. Open time trades involving an unequal number of days cannot cause a decrease of flight time of more than two hours (2:00). Open time trades involving an equal number of days are not subject to the two-hour (2:00) decrease parameter. A single duty period which contains a flight segment that departs the base before midnight and a return segment arriving back in the base after 0400 local time ("reduye turns") will be considered to be one day pairings. For trip trading purposes, this pairing will be considered to occur on the pairing origination date.
14. Open time trades may involve multiple trip pairings. There must be a minimum of one hour and thirty minutes (1:30) block-in to block-out between trip pairings scheduled for the same duty period.
15. Trip trades with open time will be allowed only when sufficient reserve coverage exists as determined by Scheduling.
16. Flight attendants may not adjust schedules to conflict with or eliminate scheduled training or required meetings without the prior written permission of their Base Director.
17. Scheduling may adjust flight attendant schedules to conflict with training or required meeting day(s) so long as Scheduling secures a new date to replace those missed due to the reassignment.
18. Pick up of ISM open time by flight attendants not having ISM

qualifications may be denied if Scheduling anticipates that ISM qualified flight attendants will be used to cover the trip.

19. The placement of trips on other flight attendant's lines to facilitate trip trading ("parking") is not permitted.
- b. Trip trades and pick-ups involving flight attendants and Foreign Language Speakers not in a Foreign Language Base
1. Flight attendants and FLSs will have unlimited trip trades with, and pick ups from, open time in their base, and unlimited trip trades with other flight attendants and FLSs in their base subject to the provisions of Section 5.G.5.a above.
  2. Less than fourteen hours (14:00) prior to departure, flight attendants and FLSs may pick up open time or advertised trips in any base.

Trip advertisements will be able to be picked up out of base less than fourteen (14) hours and up to six (6) hours prior to departure once programming is complete.

3. Minimum days off, minimum rest and maximum duty limitations will apply.
- c. Trades and pick-ups involving Foreign Language Speakers in a Foreign Language Base
1. Foreign Language Speakers in a Foreign Language Base (FLB) will have unlimited trip trades with, and pick ups from, open time in their primary designated language in their base, and unlimited trip trades with other FLBs having the same primary designated language in their base subject to the provisions of Section 5.G.5.a above.
  2. Between sixteen hours (16:00) and fourteen hours (14:00) prior to departure Foreign Language Speakers in a Foreign Language Base (FLB) will have unlimited pick ups from open time in designated languages for which they are qualified in their base, subject to the provisions of Section 5.G.5.a above.
  3. Less than fourteen hours (14:00) prior to departure FLBs

may pick up any other open time or advertised trips in any base.

Trip advertisements will be able to be picked up out of base less than fourteen (14) hours and up to six (6) hours prior to departure once programming is complete.

4. Minimum days off, minimum rest and maximum duty limitations will apply. FLBs who do not maintain a sixty-five hour (65:00) (forty hours (40:00) for job-shares and partners; thirty-two hours and thirty minutes (32:30) for half-month leaves) minimum in their primary designated language may only pick up and trade time in their primary designated language.
- d. Trip trades and pick-ups involving International Service Managers
1. ISMs will have unlimited trip trades with, and pick ups from, ISM open time in their base, and unlimited trip trades with other ISMs in their base subject to the provisions of Section 5.G.5.a above.
  2. ISMs cannot drop trips to non-ISMs, however, an ISM can pick up a trip from a non-ISM in their base. This must be handled through the trip trade exception desk.
  3. Less than fourteen hours (14:00) prior to departure ISMs may pick up any trip, including a non-ISM trip, from open time or advertised trips in any base.

Trip advertisements will be able to be picked up out of base less than fourteen (14) hours and up to six (6) hours prior to departure once programming is complete.

4. Minimum days off, minimum rest and maximum duty limitations will apply. ISMs who do not maintain a sixty-five hour (65:00) (forty hours (40:00) for job-shares and partners; thirty-two hours and thirty minutes (32:30) for half-month leaves) minimum of ISM trips may only pick up and trade ISM time.

5. Only active ISMs can trade for open time ISM trips.
  6. ISMs will be paid the flight attendant rate of pay when they acquire non-ISM trips.
- e. Trip trades involving trips having days which are blocked due to minimum staffing requirements
1. Reserves Needed means the minimum number of reserve flight attendants needed to staff flights, as determined by the Company ("MIN LVL" – available on the CMPD screen in CMS).
  2. Reserves Available means actual flight attendant reserves available for duty ("NET RESV" – available on the CMPD screen in CMS).
  3. To calculate Reserve Coverage for a particular day, subtract Reserves Needed from Reserves Available.
  4. To determine Reserve Coverage for a trip pairing, add the cumulative sum of Reserve Coverage for each day of the trip pairing.

Example:

Date:	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
Reserves Available:	94	102	107
Reserves Needed:	100	100	110
Reserve Coverage:	-6	+2	-3

Reserve Coverage for this three day trip is  $-7$  ( $-6+2-3$ ).

5. Flight attendants desiring to trade two trips each of which contains one (1) or more days that are blocked due to minimum staffing coverage restrictions may do so if the trip being dropped has a greater cumulative sum Reserve Coverage than the trip being picked up, and:
  - a. If the trip being dropped occurs later in the month, its lowest Reserve Coverage day can be no more than five (5) lower than the lowest Reserve Coverage day on the trip being picked up, or
  - b. If the trip being dropped occurs earlier in the month,

its lowest Reserve Coverage can be no lower than the lowest Reserve Coverage day on the trip being picked up. This trade must be executed at least seven (7) days prior to the first day of the trip being dropped.

6. Trading Example 1:

Date:	Trip 1			Trip 2		
	7th	8th	9th	18th	19th	20 <sup>th</sup>
Reserves Available:	95	102	107	104	109	94
Reserves Needed:	100	100	110	100	110	100
Reserve Coverage:	-5	+2	-3	+4	-1	-6

The Reserve Coverage for Trip 1 is  $(-5+2-3) = -6$

The Reserve Coverage for Trip 2 is  $(+4-1-6) = -3$

A flight attendant wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under paragraph 5, above. Trip 2 is later in the month, so paragraph 5.a applies. The lowest day in Trip 2 is  $-6$ , and the lowest day in Trip 1 is  $-5$ . Since the lowest day in Trip 2 is only 1 lower than the lowest day in trip 1, the trade is allowed under paragraph 5.a.

Trading Example 2:

Date:	Trip 3			Trip 4		
	9th	10th	11th	18th	19th	20 <sup>th</sup>
Reserves Available:	105	108	97	94	100	109
Reserves Needed:	100	110	105	100	100	110
Reserve Coverage:	+5	-2	-8	-6	0	-1

The Reserve Coverage for Trip 3 is  $(+5-2-8) = -5$

The Reserve Coverage for Trip 4 is  $(-6+0-1) = -7$

On the third day of the month a flight attendant wants to drop Trip 3 and pick up Trip 4. Since Trip 3 (the trip being dropped) has higher Reserve Coverage, the trade is acceptable under paragraph 5. Trip 3 is earlier in the month, so paragraph 5.b applies. Since the lowest day in Trip 3 ( $-8$ )

is lower than the lowest day in Trip 4 (-6), the trade would be denied. In addition, the trip trade does not occur at least 7 days prior to the first day of Trip 3 (the 2<sup>nd</sup>), and would be denied for this reason also.

7. All trip trades involving carryover pairings will be handled pursuant to the rules of this paragraph 5.G.5.e.
  - a. The beginning Reserve Coverage for days in carryover trips occurring in the following bid month will be considered to be zero (0).
  - b. When a flight attendant trades off of a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be reduced by one (1).
  - c. When a flight attendant picks up a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be increased by one (1).
8. In summary, if the trip you want to drop is later in the month than the trip you want to pick up, paragraphs 5 and 5.a, above apply. If the trip you want to drop is earlier in the month than the one you want to pick up, paragraphs 5 and 5.b, above apply. If the trip you want to drop is earlier in the month than the one you want to pick up, the trade must be accomplished seven calendar days before the first day of the trip being dropped (see, 5.b). Finally, both trips must have blocked days (see, 5).

## 6. Seniority option

Under the following circumstances reserve flight attendants may be opted out of a position by a lineholder, but only if the lineholder is a more senior flight attendant. At the airport, only the open bid position is available for senior option. If a more senior flight attendant opts for the open bid position, the reserve flight attendant assumes the position vacated by the more senior flight attendant. The reserve may only be opted out of a position once, and the seniority option can occur only at the beginning of a pairing and before preflight duties begin. Reserve flight attendants assigned to a load position which is a different pairing number shall not be opted out of the position, unless the pairings contain identical flight segments. Reserve FLBs may only be opted by FLB line-holders having the same primary language qualification. FLBs may not senior opt non-language speaker positions. Non-speaker reserve flight attendants assigned to an FLS position may be opted by a more senior lineholder.

## H. Open Time

1. All unassigned time, except as defined in Section 5.A.5, will be available in each base. Load/variable staffing may be included in open time, but is not required to be. Additionally, the Company shall provide at the beginning of the adjustment period approximately three (3) ISM, FLS, FLB, and FA hours of open time per ISM, FLS, FLB, and FA line in each base. All trip(s) that are placed in open time and changes to open time will be made available as soon as possible. Time may be moved from one base to another to accommodate staffing requirements and the operations.
2. The Company will request flight attendant volunteers to work required positions on inaugural flights. Selection of the crew will take into account availability (trip conflicts), special qualifications and/or situations, and seniority. Inaugural position(s) may also be placed in open time.
3. All trips removed from open time by a bid line holder and placed in the bid line holder's schedule will become part of her/his bid line for the month unless the flight attendant contacts Scheduling within one hour (1:00) of the transaction to withdraw it.
4. The Company may place reserve days in open time. These days will be referred to as "RO" days. RO days may be picked up by lineholders provided they are legal and available to fly on the day(s) picked up. A trip assignment on an RO day(s) is limited to the RO day(s). An RO day where no assignment occurs does not constitute a calendar day free from duty. A flight attendant who picks up an RO day shall be paid and credited for the value of a reserve day or the value of the assigned trip if it is greater.

## I. Reserve Duty

1. A reserve is always subject to reassignment.
2. Regular reserve lines will be published with a minimum of ten (10) days off; where staffing allows, some reserve lines will be built with eleven (11), twelve (12), thirteen (13), fourteen (14), or fifteen (15) days off. On reserve lines built with more than ten (10) days off, the reserve guarantee will be reduced by four (4) hours for each day off in addition to ten (10). A regular reserve flight attendant who is involuntarily assigned a line with more than ten (10) days off may, at her/his option, contact crew scheduling to restore reserve day(s) and corresponding guarantee, provided that such restored line retains a minimum of ten (10) days off. ISM reserve lines will be published with twelve (12) days off. One set of four (4) days off on the line will be designated immovable. Reserves will automatically be released

from duty at 1600 local time prior to immovable days off unless prior assignment has been made. In the event the four (4) immovable days are at the end of the larger block of days off, the provision for early release from duty does not apply.

3. Reserve assignments may be classified as either "Ready" or "Callout" reserve. Except as provided in I.7.b below, reserve assignments which are dropped or traded will retain their original classification.
  - a. Ready reserves must be available to be contacted for duty assignments on a twenty-four (24) hour standby basis.
  - b. Call-out reserves are required to be available to be contacted for duty assignments only during assigned notification periods contained in the monthly bid packet. Assigned notification periods may not exceed either eight hours (8:00) or number more than two (2) in a calendar day. Scheduling may change the assigned notification period(s) a maximum of three (3) times in a bid period provided that the newly assigned notification period(s) does not exceed a total time of eight hours (8:00) in a calendar day.
    1. Scheduling may attempt to contact Call-out reserves outside of the notification period. If contacted, the Call-out reserve must accept the assignment.
    2. Call-out reserves may be converted to Ready reserve status a maximum of three (3) days per bid period.
  - c. Reserve time in each base will be constructed so that a minimum of fifty percent (50%) of the reserve time is Call-out reserve.
  - d. For the first three (3) days of each bid period, and during the Fourth of July, Thanksgiving and Christmas holidays which will be from July 1 to July 7; 3 days before Thanksgiving, 3 days after Thanksgiving and Thanksgiving Day; and December 21 to January 4 respectively, all reserves will be Ready reserves.
4. Reserve flight attendants will be given flight assignments after consideration of all of the following (listed in order of importance):
  - a. Prevent flying into a scheduled day off.
  - b. Need for foreign language speaker qualification.
  - c. Maximize utilization of available duty periods.
  - d. The more limited availability of Call-out reserves.

- e. Assignment on a first-in, first-out (FIFO) basis. The FIFO list will be available for flight attendant viewing on the Crew Communication System (CCS).
  - f. Equalization of duty periods assigned (leveling).
5. When applying the above-listed criteria flight attendants' expressed preferences through the reserve request screen will also be considered. Reserve flight attendants will be provided an opportunity to express their preference for Airport Alert assignments and for minimum flying or maximum flying. Reserves requesting these options will be assigned in FIFO order. Reserves selecting the option to fly more hours are indicating a willingness to be turned first upon completion of trips or have days off rolled first to increase flying time. (However, other reserves may also have their days off rolled or be turned if insufficient reserve coverage exists.) Reserve flight attendants desiring maximum flying will be given flying assignments prior to other similarly situated flight attendants who have expressed a preference for minimum flying.
6. Reserve flight attendants must be able to report for duty on two hours (2:00) notice. Reserves must keep Scheduling advised of local phone numbers where they can be reached while on reserve duty. An alternate contact number such as a beeper is permitted. Scheduling will attempt to contact each reserve flight attendant at least twice within twenty minutes (:20). Scheduling will call each contact number twice to allow for a dialing error. A reserve flight attendant will respond to a beeper contact within twenty minutes (:20). The two hour (2:00) report time will begin at the time the reserve is first called or beeped.
7. A reserve may trade a day off with another reserve in her/his base.
- a. Trades may be done anytime during the month, however, the request must be made at least one (1) calendar day, Central time prior to the day to be traded.
  - b. Throughout the month reserves may trade an unlimited number of days off with the reserve availability pool. Call-out reserves may trade a maximum of four (4) days which shall be call-out status and originally awarded contact periods. Days acquired through additional call-out trades and ready reserve trades will be Ready reserve days.
  - c. Reserves must maintain availability for the shortest trip in their base.
  - d. Minimum reserve coverage will be determined by Scheduling.

Reserve pool trades will start with the 72-hour open window.

- e. When a reserve elects to trade an immovable day(s) off, only the traded day(s) will become a movable day off.
8. When a reserve performs Airport Alert duty for a four hour (4:00) period, s/he may be extended for an additional two hours (2:00) only if there are no Reserves available at home in her/his geographic domicile and on duty who are eligible for a multiple day trip. A trip assignment must be given within the six hour (6:00) alert period, or the reserve will be released by Scheduling into a day(s) off, crew rest, or a twenty-four hour (24:00) break. If an Airport Alert is assigned to a trip entitling her/him to per diem, the per diem shall commence when the flight attendant started her/his alert assignment. When a reserve performs Airport Alert duty for a four hour (4:00) period, and is extended for an additional two hours (2:00) and sits any portion of that additional two hours, she/he shall be credited with the greater of six hours (6:00) or her/his flight time plus four hours (4:00) for that duty period.

When an Airport Alert assignment is extended to six hours as provided in this Section, a Reserve will be credited with the greater of six (6) hours of flight time or the flight time of an assigned trip plus four (4) hours. This occurs even if the Reserve is released prior to sitting the entire four (4) to six (6) hours.

- 9. A reserve flight attendant who completes an airport alert assignment of two hours (2:00) or more with no flight assignment shall receive four hours (4:00) pay. When a reserve flight attendant is given a flight assignment after completing two hours (2:00) of Airport Alert duty, such reserve flight attendant shall receive four hours (4:00) pay or two hours (2:00) pay plus flight time, whichever is greater. A reserve flight attendant who reports for duty and is subsequently released shall receive two hours (2:00) show-no-go pay. A flight attendant shall not be entitled to receive both Airport Alert pay and show-no-go pay for the same duty period.
- 10. Trip Pick-Up by Reserve Coming from Days Off
  - a. Reserves who are returning to duty from a day(s) off, including vacation days, personal drop days, personal leaves of absence and twenty-four (24) hour breaks containing a calendar day or who are unassigned after completing Airport Alert may pick up any trip in open time for the next day departing at 1100 local time or before or

may pick up an airport alert assignment beginning at 1100 local time or before. Airport alert assignments not beginning on the hour may be picked up through a call to Scheduling. Reserve flight attendants picking up trips pursuant to this paragraph may not be displaced by lineholders, and will be released to check-in.

1. A call in to Scheduling must be accomplished between 1500 and 1800 Central Time or within thirty minutes (:30) of the termination of the Airport Alert assignment if the assignment terminates after 1800. These trip pick-ups may be denied if incompatible with the number of duty days or when the reserve is at or above sixty-five (65) credit hours in the month.
  2. A reserve who picks up a trip in this manner will be released to check-in and is not subject to displacement by a senior bid line holder, but may be subject to reassignment in accordance with paragraph 5.K (for example, if the trip has been cancelled). A pickup may only be denied when necessary to equalize duty periods (leveling) between reserves.
- b. If no trips are available departing at 1100 local time or before, the reserve may pick up any trip in open time that departs the next day.
1. A call in to Scheduling must be accomplished between 1500 and 1800 Central Time or within thirty minutes (:30) of the termination of the Airport Alert assignment if the assignment terminates after 1800. These trip pick-ups may be denied if incompatible with the number of duty days or when the reserve is at or above sixty-five (65) credit hours in the month.
  2. A reserve who picks up a trip in this manner may be subject to reassignment in accordance with paragraph 5.K (for example, if the trip has been cancelled) or if s/he has been displaced by a senior bid line holder in the base).
  3. A reserve who picks up a trip in this manner may be bumped up to 12 hours prior to check-in of the trip by a senior lineholder in her/his base.
  4. A reserve who picks up a trip in this manner will be required to verify the assignment during the assignment window provided for in paragraph 12 below. A pick-up may only be denied when necessary to equalize duty periods (leveling) between reserves.

5. Reserves who pick up trips during the 15:00 reserve window and are subsequently bumped prior to the 18:00 assignment window will be allowed to pick up another trip that satisfies the parameters set forth in Section 5 (l)(4) of the collective bargaining agreement.
11. An automated voice-response assignment system will be used to facilitate reserve assignments and releases. Scheduling will attempt to have assignments for all trips and airport alert assignments that begin before 1200 on the following day available on the VRS no later than 2000 Central time.
  12. All Call-out reserves not previously given an assignment for the following day are required to call the assignment VRS between 2000 and 2400 Central time on the evening before any duty day to:
    - a. Confirm trip assignments and airport alert assignments for the following day. If no assignment is provided, the reserve shall be considered released until her/his Call-out period(s) on the following day;
    - b. Confirm the times of their Call-out responsibilities for the following day if no assignment has been provided;
    - c. Confirm that their status has not been changed to Ready reserve for the following day.
    - d. A Call-out reserve who fails to contact the VRS between 2000 and 2400 Central time prior to a day of duty shall be converted to Ready reserve for the remainder of her/his scheduled block of reserve days, except that a flight attendant who is on flight duty during that time period shall not be so converted if she/he contacts Scheduling promptly upon the block-in of her/his trip. Such conversion shall not be considered as part of the limitation set forth in paragraph 5.1.3.b.2.

Call-out Reserves will no longer be converted to Ready Reserve when they are not able to contact the VRS while on a flight assignment.

13. Ready reserves must call the VRS between 2000 and 2400 to confirm trip assignments and airport alert assignments for the following day. All ready reserves will remain ready reserves, subject to assignment/ reassignment,

even if an assignment has been confirmed through the VRS.

14. Reserve flight attendants assigned to Airport Alert will not be assigned a trip which leaves two hours (2:00) beyond the end of the alert assignment without her/his agreement unless insufficient reserve coverage exists.
15. Reserve flight attendants may call Scheduling once a day about their status and/or to request a release from standby duty.
16. Reserve flight attendants must contact Scheduling before leaving the airport after the completion of their assigned trip, Airport Alert assignment or scheduled training. Reserves will be allowed to block-in with scheduling at the end of a trip assignment by phone from anywhere in the airport terminal rather than being required to physically block-in with scheduling from the crew lounge hotline phone. Phone availability for such calls outside of the crew lounge shall be the sole responsibility of the flight attendant. When blocking-in reserves must be available to be reassigned and may be required to report to such reassignment or to the crew lounge at the time of the call. Within thirty minutes (:30) of such contact, Scheduling will give the reserve flight attendant her/his next assignment or release her/him for crew rest. Upon release to crew rest Scheduling will only contact a reserve flight attendant during the last hour of the crew rest period at home base.
17. Reserve flight attendants who are given an assignment by the VRS will be given the pairing number, check-in time, termination time and date, and the open position(s) on the pairing. If the pairing is not contained in the monthly bid schedules, the Company will make available information regarding the complete assignment including layover points, length of layover, length of duty day and scheduled return to base.
18. Whenever possible, reserve flight attendants who have been given a trip assignment/Airport Alert will be released until the designated reporting time of such assignment.
19. Subject to Company agreement, a reserve flight attendant who loses a duty day(s) due to illness, injury or emergency drop will be allowed to make up the lost day(s) on her/his remaining day(s) off that month. The day(s) on which the make-up occurs is subject to mutual agreement. When a lost day is made up in this manner four hours (4:00) will be returned to the flight attendant's reserve guarantee.
20. At the time a reserve flight attendant becomes a bid line holder s/he will remain on reserve status until released by Scheduling. This will occur at the end of the last trip assignment of the bid month in which s/he is a reserve flight attendant or on the last day of the month, whichever is later. No days off are restored as a result of carry-over trips unless the resulting

loss reduces the flight attendant's days off below the applicable minimum. In cases where a lineholder is returning to reserve duty all conflicting days off will be restored so that the published amount of days off remain.

21. Reserve flight attendants are required to carry their passports during any trip/Airport Alert assignment.
22. Reserves must call Scheduling to remove themselves from duty when they are ill. A separate call is required on each scheduled duty day on which the reserve is ill, unless the reserve is aware that the illness will prevent working for multiple duty days, in which case a minimum of one (1) call for each block of duty days on which the reserve is ill is required.
23. If a reserve flight attendant is displaced by a bid line holder after reporting to the airport and is not reassigned, s/he shall receive two hours (2:00) pay and credit. His/her duty period shall commence at the time s/he is scheduled to report to the airport or when s/he reports to the airport, whichever is later.
24. A reserve flight attendant who has an assignment which carries into his/her day off four hours (4:00) or more, or past midnight if her/his originally scheduled arrival time was 1900 Local time or earlier, shall have his/her day off restored in accordance with Section 5.G.3, provided s/he maintains minimum reserve days off. In the event a reserve flight attendant has an assignment which carries into his/her day off, s/he shall be given the day off unless the Company has to roll such day due to operational requirements.
25. Reserve flight attendants who are required to pre-board after completion of an assigned trip will be credited with one hour (1:00) toward line value for the performance of such duties. Reserve flight attendants who are given a pre-boarding assignment that extends beyond the four hour airport alert period will be credited with the one hour (1:00) toward line value in addition to their airport alert pay.

#### J. Drafting

Drafting is the mandatory assignment of a flight attendant(s) or ISM(s) in reverse order of seniority to fly a trip pairing that cannot be covered by a reserve flight attendant. Drafting for ISM trips may be limited to reverse order of seniority among ISMs. When there are no reserve flight attendants available and eligible for flight assignment, the Company may assign open time in the following order:

1. Time permitting, the Company may assign the trip in seniority order to any flight attendant who is legal and willing to work the trip assignment;
2. Time permitting, in reverse order of seniority, any flight attendant who can

be contacted who will not have his/her regularly scheduled trip assignment interrupted by such drafting;

3. Time permitting, in reverse order of seniority, any flight attendant who can be contacted without regard to his/her scheduled trip assignments;
4. If unable to cover the trip assignment by the application of the first, second, or third steps above, the Company may draft any flight attendant to the trip in reverse order of seniority who will cause the least delay of the trip.
5. A flight attendant who has been drafted shall be replaced with a reserve flight attendant at the first point where operational requirements permit, and the Company has a qualified reserve flight attendant who is available and eligible to fly.
6. A bid line holder who is drafted will be paid and credited for her/his originally scheduled credited time missed due to the drafting or for her/his actual credited time flown, whichever is greater.

K. Loss of Flight Time

1. Notice on same calendar day as departure

Within two hours (2:00) of being notified that a flight attendant has lost her/his trip pairing or any portion thereof for any reason other than her/his own unavailability for duty s/he may:

- a. With the concurrence of the Company, be relieved of all assignment responsibility with no loss of pay, or
  - b. Be given a replacement pairing.
2. If a Severe Weather Action Plan (SWAP) is in effect, the Company may have the following options:
    - a. Provide a replacement pairing up to four hours (4:00) past the time the original trip was scheduled to depart, or
    - b. Provide a replacement pairing at the time of notifying the flight attendant of the loss of her/his trip pairing, or
    - c. Provide a replacement pairing within two hours (2:00) of notifying the flight attendant of the loss of her/his trip pairing. A flight attendant who is required to remain available for assignment pursuant to this paragraph K.2.c. more than four hours (4:00) past

the time the original trip was scheduled to depart shall receive an additional four hours (4:00) pay and credit.

3. Notice of one or more calendar day

At the time of the notification, if the Company does not advise the flight attendant of a replacement pairing or relieve her/him of responsibility, at her/his option s/he will:

- a. Make up the time lost on days not originally scheduled to fly in which case her/his line guarantee will be adjusted. S/he will then be relieved of all reassignment responsibility; or
- b. Make up the time as close as possible to the time lost on days originally scheduled to fly with no loss of pay. S/he will then be relieved of all reassignment responsibilities; or
- c. Be subject to reassignment in accordance with the following:
  1. After 1600 local time the day before check-in of the original trip, the flight attendant may contact Scheduling which will advise the flight attendant whether s/he is likely to be given a trip assignment.
  2. If s/he chooses to remain subject to reassignment, the flight attendant must contact Scheduling between 1800 and 2200 local time the day before the original trip was scheduled to depart. Scheduling will either reassign the flight attendant or relieve him/her of all responsibility with no loss of pay.

4. Reassignment and/or replacement pairing provided for in Section 5.K.1 and 3, above will comply with the following:

- a. Reassignments may not be scheduled to depart earlier than two hours (2:00) before the scheduled departure of the trip lost. If an earlier reassignment interferes with a flight attendant's prior day off, s/he shall receive fifteen dollars (\$15.00) per hour, in addition to his/her regular rate of pay, for all time worked prior to the scheduled departure of the trip lost.
- b. Reassignments may not be scheduled to interfere with the next scheduled calendar day off appearing in the flight attendant's bid line without the flight attendant's consent.

- c. Flight attendants who are reassigned to trips originating from domestic bases trips, other than those resulting from changeover pairings, which are scheduled to terminate more than two hours (2:00) after the original scheduled arrival time of the trip lost shall receive fifteen dollars (\$15.00) per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost.

Reassignments covered in this paragraph now include international trips in the domestic bases.

- d. Reassignments may be a combination of multiple and/or single duty periods.
5. Reassignments which occur after leaving the base will comply with the following:
- a. If, after leaving her/his base, a flight attendant loses a portion of a scheduled trip, s/he may be reassigned other flying provided the trip is scheduled to return the flight attendant to her/his base within twelve hours (12:00) of her/his original scheduled arrival. The assignment cannot be scheduled to extend more than eight hours (8:00) into a flight attendant's calendar day off.
  - b. If the reassigned trip causes a flight attendant to be on duty four or more hours (4:00) into the flight attendant's calendar day off, or past midnight if her/his originally scheduled arrival time was 1900 Local time or earlier, the flight attendant will have her/his day off restored through mutual arrangement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing s/he maintains the eight (8) day off minimum). Flight attendants who are so reassigned to domestic trips, shall receive fifteen dollars (\$15.00) per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost.

Currently, reassignments one or more calendar day and same calendar day are paid an additional \$15.00/hr when scheduled for more than two hours past the original arrival time of the original trip. This pay now applies to reassignments after leaving the base.

- c. A flight attendant who is required to remain at a downline location to protect equipment that is unserviceable for mechanical reasons will be returned to her/his base no later than twenty-four hours (24:00) after her/his originally scheduled return. If this requirement causes a flight attendant to be on duty four (4) or more hours into the flight attendant's calendar day off, the flight attendant will have

her/his day off restored through mutual agreement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing s/he maintains the eight (8) day off minimum).

- d. With her/his concurrence, a flight attendant may be reassigned to a trip(s) which exceed the parameters above.
  - e. After leaving her/his base a flight attendant may be reassigned even though the flight attendant's trip(s) is operating.
6. When a flight attendant becomes ineligible for his/her next scheduled trip(s), s/he shall notify Scheduling as soon as possible upon return to her/his domicile from the trip which caused her/him to become ineligible. At that time s/he shall be subject to reassignment in accordance with Section 5.K.1.

L. Notification

Whenever possible, Scheduling will notify flight attendants of cancellations, equipment substitutions or delays over thirty minutes (:30). This will usually be feasible when Scheduling has at least two hours (2:00) notice of the change. At downline stations, Crew Coordination will notify the "A" position flight attendant only.

M. Waiving of Limitations

A flight attendant may waive any limitations with the exception of the following:

- 1. Except as provided in this Section, the flight attendant must have a minimum of eight (8) calendar days free from duty at her/his base within each bid period.
- 2. A flight attendant must have one (1) twenty-four (24) hour period free from duty in any seven (7) consecutive calendar day(s) as provided in this Section.
- 3. A flight attendant must retain minimum rest periods as provided in this Section.
- 4. A flight attendant may not schedule herself/himself in excess of maximum scheduled on-duty limitations as provided in this Section. In case of irregular operations, a flight attendant may elect to waive the maximum scheduled on duty limitations to return to her/his base on the last segment of a pairing.

5. In the instance a flight attendant is asked to voluntarily exceed her/his limitations in violation of Section 5.M.4. above, the appropriate remedy for such violation shall be the payment to the flight attendant of one hour's pay at her/his regular rate of pay for each hour or portion of an hour actually on duty in excess of sixteen hours (16:00) if the flight is a domestic flight and in excess of seventeen hours and thirty minutes (17:30) if the flight is an international flight. Our agreement regarding this remedy is not intended to alter or change the maximum limitations provided for in Section 5.B.7.b. and c. No payment is due under this provision regardless of time on duty unless a flight attendant is requested to and does, waive her/his limitations.

Time Actually On Duty	Payment Amount
16:01 – 17:00 (domestic)	1 (one) hour
17:01 – 18:00 (domestic)	2 (two) hours
18:01 – 19:00 (domestic)	3 (three) hours
19:01 – 20:00 (domestic)	4 (four) hours
20:01 or greater (domestic)	5 (five) hours
17:31 – 18:30 (international)	1 (one) hour
18:31 – 19:30 (international)	2 (two) hours
19:31 – 20:30 (international)	3 (three) hours
20:31 – 21:30 (international)	4 (four) hours
21:31 or greater (international)	5 (five) hours

## Section 7 - Traveling Expenses

- A. The Company will provide single occupancy accommodations to flight attendants laying over at regular layover stations. It is the flight attendant's responsibility to check in and check out, and, at check out, to pay for personal incidental expenses such as telephone bills, room service charges, etc.
- B. The Company will provide transportation between the airport and the hotel at all layover points. Ground transportation shall be available within thirty minutes (:30) of block-in. When ground transportation is not available within such time limit, the flight attendants, as a crew, may utilize other means of ground transportation (i.e., one (1) taxi for each four (4) crewmembers) and be reimbursed in accordance with Corporate policy for such transportation expense (including gratuity). Crewmembers shall attempt to minimize the expense of such ground transportation.
- C. When a flight attendant is away from her/his base at a location that is not a regular layover station, or away from her/his base for a general meeting or training purposes, the Company will reimburse her/him for reasonable actual expenses for single occupancy lodging, unless the Company provides accommodations at that location.
- D. Per Diem
1. Expense allowance (per diem) for time away from base, excluding time away from base associated with turns (a pairing with only one (1) duty period), shall be paid for each hour (or fraction thereof) from scheduled or actual report time, whichever is later, to block-in time at home domicile at the end of a trip pairing. Effective on the day before the amendable date of this Agreement, (per diem) for time away from base shall include time away from base associated with turns (a pairing with only one (1) duty period). Per diem shall be paid at the following rates:
    - a. Basic per diem shall be paid for flight operations (excluding turns prior to the day before the amendable date of this Agreement) between airports located inside the contiguous 48 states of the United States, Mexico, Canada, or Central America at the rate of \$1.85/hr. Effective 1/1/2011, Basic per diem shall be \$1.95/hr.

Restores the \$1.95/hr domestic per diem rate.



be reviewed annually, but shall not be less than twenty dollars (\$20.00) for each cancelled hotel room.

2. Hotel gainsharing shall apply to U.S. mainland and Honolulu hotel rooms, and shall be available only to the flight attendant scheduled to occupy the room.
3. A flight attendant must cancel her/his room no more than seventy-two (72:00) and no less than twenty-four hours (24:00) prior to the original check-in time for the trip.
4. Cancellations may only be accomplished by contacting the Corporate Travel Department, either by phone between 8:00 a.m. and 5:00 p.m. Central Time, or by such other method as may be authorized by the Company, it being the parties' desire to automate this gainsharing program when such automation becomes reasonably practicable.
5. A room may only be cancelled by the flight attendant who is scheduled to occupy it; flight attendants may not cancel hotel rooms for other flight attendants.
6. Flight attendants will be required to provide the following information in order to cancel an hotel room:
  - a. Name, Base, and employee number, and
  - b. Inbound flight number, and
  - c. Check-in time, and
  - d. Layover city, date the pairing commences, date of the layover where the room cancellation is to occur, and the hotel where it is to occur.
7. Room cancellations shall be final and may not later be rescinded.
8. A flight attendant who has cancelled an hotel room shall thereafter be ineligible to trade or drop the trip on which the cancellation occurs.
9. A flight attendant who becomes ill or who is reassigned or recrewed after canceling her/his hotel room must notify Crew Scheduling as soon as possible that s/he cancelled the room so that prompt arrangements for overnight accommodations may be made for the replacement flight attendant.
10. Gainsharing payments shall be included on the flight attendant's clean-up paycheck in the month following the cancellation.

11. Flight attendants will not be entitled to receive gainsharing payments for hotel cancellation(s) that are not in full and complete compliance with all of the provisions of this paragraph I.

## Section 9 - Sick Leave

### A. Sick and Occupational Injury Bank Accrual

1. For each month a flight attendant is in pay status of forty (40) hours or more of credited time, s/he will accrue four hours (4:00) sick leave credit, and four hours (4:00) of occupational injury leave. "Pay status" will include only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours.
2. For each month a flight attendant is in pay status of at least twenty (20) hours, but less than forty (40) hours of credited time, s/he will accrue two hours (2:00) sick leave credit, and two hours (2:00) of occupational injury leave. "Pay status" will include only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours.
3. The maximum accrual in the sick leave bank is one thousand hours (1,000:00), and in the occupational injury bank is four hundred hours (400:00).

### B. Catastrophic Bank Accrual

After accruing the maximum one thousand hours (1,000:00) in the sick leave bank a flight attendant will begin accruing an additional two hundred and fifty hours (250:00) to be placed in a separate catastrophic bank to be used for major, long term illness or injury (i.e. longer than thirty (30) calendar days). The catastrophic bank will be available only after the one thousand hour (1,000:00) regular bank has been exhausted. Each flight attendant on the system seniority list on the date of signing of this Agreement shall also have forty-two hours (42:00) automatically placed into her/his catastrophic bank when her/his regular bank reaches four hundred hours (400:00).

### C. Rapid Re-accrual

A flight attendant who is absent as a result of maternity, or who as a result of a single injury or illness, has used more than two hundred fifty-five hours (255:00) of sick leave shall re-accrue sick leave at the rate of seven hours (7:00) each month until s/he reaches the same level of sick leave s/he had at the onset of the injury, illness or maternity.

- D. For the purpose of sick leave and occupational injury credit, a new flight attendant placed on the payroll between the first and the fifteenth of the month, inclusive, will be considered as having been employed on the first day of the month. A new flight attendant placed on the payroll after the fifteenth day of the month will be considered as having been employed on the first of the following month.

- E. When a bid line holder misses a flying assignment because of a qualified occupational injury, withdrawals from the occupational injury bank will be made to restore the flight attendant's month end pay for all scheduled trips awarded at the time the occupational injury occurs which are missed due to the injury, not to exceed a maximum of ~~ninetyeighty~~ ~~three~~ ~~(89:30)~~ hours (forty-~~onesix~~ hours ~~and thirty minutes~~ (41~~6~~:30) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped, or to exhaust the bank if it contains insufficient hours. The provisions of Section 9.F below will apply to all illness or injury situations, except for awarded trips missed by a bid line holder due to a qualified occupational injury.
- F. When a flight attendant misses a flying assignment because of sickness or injury, withdrawals from the appropriate bank will be made to restore the flight attendant's month end pay total not to exceed ~~eightyninety~~ ~~three~~ ~~(98:30)~~ hours (forty-~~onesix~~ hours ~~and thirty minutes~~ (41~~6~~:30) for job share/partnership/half month leave flight attend-ants) or to exhaust the bank if it contains insufficient hours, unless a flight attendant elects not to use her/his sick leave to restore pay or unless s/he has more than five hundred hours (500:00) in her/his sick leave bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped. In the case of reserve flight attendants, four hours (4:00) for each day of sickness or injury will be withdrawn from the appropriate bank, unless the flight attendant elects not to use her/his sick leave to restore her/his end pay total or to exhaust the bank if it contains insufficient hours. Reserve flight attendants whose appropriate bank is exhausted or who elect not to use sick leave will have their guarantee reduced by four hours (4:00) for each duty day on which they are unavailable due to illness or injury. Flight attendants on full month sick leave who have not been awarded a line of time and reserve flight attendants, will be paid eighty-three hours (83:00), with appropriate deductions from their bank(s).

When you miss a flying assignment due to a qualified occupational injury (OI) or due to sickness or injury you will be able to make withdrawals from your OI or sick bank to restore your month end pay up to a maximum of 93 hours (46 hours and thirty minutes for job share/partnership/half month leaves). Currently the maximum is 83 hours.

G. Make Up of Sick/Occupational Injury Leave Bank

A flight attendant who makes up hours lost due to illness or injury will not have such hours deducted from her/his sick or occupational injury leave bank.

H. Medical Verification

When a flight attendant calls in sick or injured, s/he must call Scheduling. Medical verification of the illness or injury and/or physician's release that the flight attendant

is fit to perform her/his duties may be required before the flight attendant is permitted to return to work in accordance with the following:

1. Each time a flight attendant reaches four (4) sick incidents during any twelve (12) months of active service, s/he will provide to her/his supervisor satisfactory verification from an accredited physician that s/he was unable to perform her/his regular duties because of illness.
2. The Company will advise the flight attendant, in writing, that s/he has reached the third incident, and further incidents will be handled under Section 9.H.1 above. The letter will also state that failure to provide medical verification could result in disciplinary action.
3. The medical verification must include:
  - a. a written statement from an accredited physician confirming that the flight attendant was and, if appropriate, currently is unable to perform her/his regular duties;
  - b. date and time of visit;
  - c. date of next visit, if applicable;
  - d. medication prescribed, if applicable;
  - e. restrictions, if any
4. The flight attendant must actually be seen by the medical doctor in a timely manner, but no later than seventy-two hours (72:00) after notifying Scheduling of an illness/injury. The verification must be prepared and signed by the doctor after an in-person visit by the flight attendant to the doctor's office. This note must be submitted to the base on or before check-in time of the flight attendant's first trip following the illness or injury. If a doctor's release is not received, the flight attendant will have seventy-two hours (72:00) after her/his first trip flown or Airport Alert assignment to provide the note.
5. The Company may also require medical verification for all sick calls originating during the Fourth of July, Thanksgiving and Christmas holidays which will be from July 1st to July 7th; any trip touching Thanksgiving Day; and December 20th to January 4th respectively. If the Company intends to require medical verification for sick calls occurring during such holiday period, the Company will first notify the Union and give flight attendants adequate notice. Such notice for the Fourth of July holiday will be posted in the Briefing Books on June 14th and June 28th; Thanksgiving: November 1st and November 15th; Christmas: December 1st and December 15th. Flight attendants who have had no absences in the prior twelve (12) calendar months will not be subject to the medical verification requirement imposed during these holiday periods.

6. Nothing in this Agreement will prevent the Company from requiring a flight attendant to provide satisfactory verification of an incapacitating illness from an accredited physician when circumstances suggest that abuse or misuse of sick leave has occurred.

I. Occupational Injury Administration

1. Occupational injury absences which are caused by the same accident and are part of the same occupational injury claim will be considered to be a single incident.
2. Any flight attendant desiring to challenge or protest action(s) by the Company relating to occupational injury, may in addition to any other appeal raise her/his claim to the Union's designee(s) who will attempt to achieve a prompt resolution of the matter with the Senior Director, Inflight Services.
3. During absences due to occupational injuries, a flight attendant who has applied for or is receiving workers' compensation benefits will receive direct payment from the Company equal to only thirty percent (30%) of the forty hour (40:00) semi-payment paid on the first of the month, thirty percent (30%) of the twenty-five hour (25:00) semi-payment paid on the sixteenth of the month, and thirty percent (30%) of pay earned in excess of sixty-five hours (65:00) in a month. The Company shall deduct an amount equal to all hours paid (directly and indirectly via workers' compensation) from the flight attendant's occupational injury bank not to exceed a maximum of eighty three (83:00) hours (forty-one hours and thirty minutes (41:30) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped. This will continue until the flight attendant's occupational injury bank is exhausted. When a flight attendant's occupational injury bank is exhausted, s/he may continue to supplement Workers' Compensation benefits using her/his sick leave bank on an hour for hour basis, deducting one hour (1:00) of sick bank for each additional hour paid from the sick bank not to exceed a maximum of eighty three (83:00) hours (forty-one hours and thirty minutes (41:30) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped, Workers' Compensation benefits will continue in accordance with state law.
4. Flight attendants who receive state worker's compensation benefits will have their occupational injury leave pay reduced by the same amount excluding any lump sum payment resulting from a temporary total disability and/or temporary partial disability.

- J. A flight attendant on sick leave or occupational injury leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination.
- K. All credit for sick leave and occupational injury will be canceled if employment stops. No payment for accumulated sick leave or occupational injury credit will be made. A flight attendant on leave of absence or on furlough status will retain, but not accrue sick leave credit.
- L. A flight attendant's per diem and lodging, as provided in Section 7 (Traveling Expenses), will be provided until the flight attendant returns to her/his base if s/he becomes ill or injured while en route, unless the flight attendant is at the place of their residence.
- M. If a flight attendant has been absent due to illness or injury for thirty (30) days or more, s/he may bid for the month s/he returns to duty. S/he must first provide written verification from her/his personal doctor indicating s/he will be able to return by the fifteenth day of such month.
- N. Misuse of sick leave or occupational injury leave, excessive absenteeism or unreliable attendance will be grounds for termination.
- O. A flight attendant's pay voucher will show her/his sick leave accrual and occupational injury leave accrual each month.
- P. If a flight attendant's spouse or minor child is injured or becomes ill so that the flight attendant is unable to report for work, s/he will be allowed to use sick time for up to three (3) consecutive days, or the duration of the pairing, whichever is greater. The absence will be treated the same as the flight attendant's sick time, and will count for attendance/ disciplinary purposes.

## Section 12 - Filling of Vacancies

### A. Awarding of Vacancies

1. Seniority will be honored in filling vacancies. Vacancies will be awarded to the senior qualified eligible bidders in the following order:
  - a. For those additional positions required to fully staff the system when the Company determines that there are more system flight attendant positions available than currently active flight attendants:
 

Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,

Furloughed flight attendants and flight attendants on Company offered leave of absence (who have expressed a desire to return to work) and who have retained priority recall rights to the base in which a vacancy occurs,

Furloughed flight attendants (except those who were voluntarily furloughed and who have not yet notified the Company of their desire to return) and flight attendants on Company offered leave of absence who have expressed a desire to return to work who are without priority recall rights, and flight attendants with a transfer requests on file who are not ineligible to transfer under Section 12.B.5 below,

Newly hired flight attendants if any,

The most junior flight attendant in bases where an over complement exists.
  - b. When the additional positions have been staffed, or when the Company determines that there are sufficient currently active flight attendants to staff the available system flight attendant positions:
    1. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
    2. Flight attendants with transfer requests on file who are not ineligible to transfer under Section 12.B.5 below,
    3. The most junior flight attendant in bases where an over complement exists.
2. A probationary flight attendant may transfer only once during her/his probationary period unless furloughed, displaced or her/his base closes.

3. A flight attendant who reaches a termination warning level of discipline will not be eligible for voluntary transfer for six (6) months from the date the discipline is imposed. If the Company announces a displacement may occur in a flight attendant's base, s/he will become eligible to transfer for that month as specified in Section 12.A.1 above, provided s/he has been in the base for a minimum of six (6) months.

B. Base Transfers

1. A flight attendant, whether active or inactive, who wants to transfer to a different base must file a bid. The bid form is provided by the Company.
2. Transfers of specially qualified flight attendants may be restricted by the rules governing each special qualification program, including the requirement for a minimum initial commitment.
3. The deadline for requesting or withdrawing a transfer will be 1000 hours local time on the fifth of the month. Transfers will be awarded as soon as possible, but no later than the fifteenth of the month.
4. Transfer requests remain on file until granted, replaced or withdrawn, rescinded by the Company, or until July 1st, whichever comes first. (All requests will automatically expire on July 1st each year. Flight attendants who continue to desire to transfer after July 1st must therefore resubmit such requests.) Transfer requests for positions which require a foreign language qualification will not be accepted until the foreign language qualification is obtained.
5. When a flight attendant is awarded a transfer to a different base, s/he will not be eligible to transfer again to another base for six (6) months from the date of the transfer, unless all eligible transfers have been awarded and vacancies still exist. If a new base is opened or the flight attendant's base closes, s/he will be eligible to transfer according to Section 12.A.1, above.
6. Specially qualified flight attendants transfer as flight attendants. Flight attendants filling language speaker positions will not be eligible to transfer from the foreign language speaker program for twelve (12) months from the date they enter the position.
7. ~~To be eligible to become an ISM an employee must have three (3) consecutive years of flight attendant seniority and must have a clean work record. All ISM positions will be posted, and interviews will be offered in seniority order to qualified applicants. Positions will be filled by interview placement. Foreign language skills are strongly preferred and ordinarily a prerequisite for the ISM selection. Selected applicants will receive the necessary classroom training for the position and must successfully pass a test based on the material used in the training class at the completion of~~

~~the training. Flight attendants who are currently in the ISM program or are on the wait list who are not foreign language qualified will be expected to become proficient in one (1) or more of the foreign languages required by the Company. ISMs transferring to another international base will transfer as flight attendants and be added to the regular ISM wait list. A transfer request file/box will be available in each base. For information regarding ISM vacancies, see Section 4.F.~~

This language has been moved to Section 4.F. in an effort to minimize locations of ISM provisions. Changes are addressed there.

8. A transfer request shall be submitted via electronic means as provided by the Company.
9. Flight attendants should ~~date/time stamp~~ print their request ~~form~~ confirmation and retain their copy ~~before filing the form~~. Disputes regarding transfers will require the flight ~~attendants~~ attendant's printed copy of ~~date/time/signed transfer request~~ the confirmation.

Flight Attendant copies of transfer requests can be made at the time of submission. Dates stamps are no longer necessary.

10. Hardship transfers may be awarded by mutual agreement between the Vice President Inflight or her/his designee and the President - Directing General Chairman of the Union or her/his designee.
11. A flight attendant awarded or assigned a transfer must accept the award or assignment.
12. Whether vacancies exist or not, the Company will grant transfer requests each month, to the extent possible, in seniority order to allow eligible flight attendants to change bases. The transfer request will be awarded provided that seniority is not violated or vacancies created.
13. A flight attendant transferring voluntarily shall have a period of at least four (4) consecutive days free from duty in the current or upcoming bid period

for travel/relocation time. A flight attendant who voluntarily transfers and does not have at least four (4) consecutive days free from duty in the current or upcoming bid period, or who requires additional travel/relocation time, may contact Scheduling to assist in adjusting the line of time if s/he has exhausted all other available options to accommodate her/his relocation. If Scheduling is unable to provide the necessary consecutive days free from duty at the time of the relocation, additional time may be granted in accordance with the procedure described in Section 14.B.2. The adjustment will be on a non-paid basis and must be arranged within thirty (30) days of the effective date of the transfer.

C. Opening of a New Base

The Company will post a notice of a newly established base at all existing bases as far in advance as possible, but not less than thirty (30) days in advance of the new base opening. The notice will state the anticipated number of vacancies. It will remain posted in the bulletin books until the initial vacancies for the new base are filled. All flight attendants, including those who are specially qualified, will be entitled to bid the vacancies. They will be awarded in system seniority order. A flight attendant awarded a transfer to a newly established base will be notified at least fifteen (15) days in advance of the effective date of the new assignment.

D. Temporary Vacancies

1. When temporary vacancies exist, notice will be posted as far in advance as possible. Flight attendants and or specially qualified flight attendants in a base that has an over complement may bid for the temporary vacancies. They will be awarded in system seniority order. If no or insufficient bids are received from the base(s) that is over complement, the most junior flight attendants and/or specially qualified flight attendants from the base will be assigned to fill the remaining temporary vacancy(s). If there are no bases over complement, the Company will post the temporary vacancies in all bases. They will be awarded in system seniority order and/or considering special qualifications, if applicable. If no or insufficient bids are received, the most junior flight attendants and/or specially qualified flight attendants on the system will be assigned to fill the remaining temporary vacancy(s)
2. If there is insufficient time to utilize the procedures in Section 12.D.1 above, the vacancies will first be offered in seniority order to those flight attendants who have permanent transfers on file to that base, and then filled by assignment of the most junior flight attendants and/or specially qualified flight attendants from the base(s) which has an over complement of flight attendants. If no base is over complement, the most junior flight attendants and/or specially qualified flight attendants on the system may be assigned to fill the vacancy(s). If these procedures are utilized, the Union will be notified as soon as practicable.

3. A notice or order regarding temporary assignment(s) will show the length of such assignment if known, the temporary base, and anticipated number of vacancies to be filled, and will state that flight attendants assigned to temporary vacancies outside their geographic domiciles will be provided fee-waived positive space (PS5B) passes, single occupancy accommodations as provided in Section 7.A as needed, and per diem as provided in Section 7.D from the time the temporary assignment begins to its conclusion, except that per diem shall not be due for blocks of days off of three (3) or more.
  4. At the conclusion of any temporary assignment, a flight attendant will be allowed to resume her/his position at her/his base.
- E. A flight attendant awarded a transfer to fill a permanent vacancy may bid for a bid line in her/his new base. This also applies to a flight attendant assigned to fill a temporary vacancy, provided the assignment is made before the close of bids in the base to which s/he is temporarily assigned and the assignment is for the entire month.

## Section 15 - Uniforms

- A. The Company will determine the standard uniform(s), which shall include an overcoat and luggage. All flight attendants will be required to have at least two (2) complete uniforms. Flight attendants will wear uniforms as prescribed in Company regulations at all times while on duty except that a flight attendant will not be required to deadhead or ferry in uniform. Company regulations respecting uniforms apply at all times when a flight attendant is in uniform, including time off.
- B. Each new flight attendant is responsible for purchasing two (2) complete standard uniforms and other required items, which may be paid for by check or payroll deduction, at the flight attendant's option.
- C. All Company issued insignia and uniform items provided by the Company will be on a loan basis. Flight attendants will not be required to turn in their uniform items when going on a leave of absence or when a changeover to a new uniform occurs. Upon resignation or termination, the flight attendant will be required to return her/his current uniform items and will remain obligated to the Company for any purchases made by payroll deduction. They must be in the same condition as when last worn on flight duty or the cost to the Company of all such items will be deducted from the flight attendant's last paycheck. A flight attendant will not be required to return any items which s/he has purchased.
- D. Flight attendants will keep their uniforms clean and in good repair. The Company has the right to determine when uniform items need replacing.
- E. Flight attendants will be provided an annual allowance based on active service, mutually agreed upon by the Company and the Union, for the replacement of uniform items due to normal wear and tear, and for the acquisition of uniform pieces and accessory items not part of the standard uniform. When new optional items are introduced they shall be offered at a discount of no less than twenty-five percent (25%) for the first ninety (90) days that they are available to be ordered. A maximum of fifty percent (50%) of a flight attendant's annual allowance granted in any year may be carried over for use in the following year.
- F. Flight attendants will be provided, at Company expense, replacement uniform items lost due to damage or theft while at work. They will also be provided the new standard uniform and/or new required items if the style changes. Shipping of uniform items shall not be at flight attendant expense, unless such expense results from flight attendant error.
- G. The Company shall bear the cost for alterations to the sleeves and/or hems of new uniform pieces when such alterations are made by an approved vendor.
- H. A flight attendant may wear her/his Union pin on her/his uniform. The Company will designate where the pin will be worn.

- I. A maternity uniform will be issued on a loan basis to flight attendants flying while pregnant. The flight attendant will retain her regular uniform.
- J. Flight attendants may purchase additional uniform items if they so desire.

### UNIFORM ALLOWANCE PROGRAM POINTS

#### **Female Items:**

<b><u>Description</u></b>	<b><u>Points</u></b>
** Maternity Outfit - tunic top/ pant	30
Dress - Coaldress 1 stripe	28
Dress - Coaldress 2 stripe (ISM only)	28
Blazer, D.B. 1 stripe	26
Blazer, D.B. 2 stripe (ISM only)	26
Shirt Jacket - short sleeve 1 stripe	14
Shirt jacket - short sleeve 2 stripe (ISM)	14
Slacks	13
Skirt	13
Walking Shorts	11
*Int'l serving jacket 1 stripe	10
*Intl serving jacket 2 stripe (ISM only)	10
Blouse - long sleeve white	4
Blouse - short sleeve white	4
Blouse - long sleeve blue stripe	8
Blouse - short sleeve blue stripe	8
Sweater - double breasted crossover - vest	8
Sweater - Cardigan - long sleeve	8
Sweater - Cardigan – vest	8
Butcher Block Apron	3
Ties - floppy	2
Winter overcoat scarf	2
Pocket handkerchiefs	1

#### **Male Items:**

<b><u>Description</u></b>	<b><u>Points</u></b>
Blazer, D.B. 1 stripe	30
Blazer, D.B. 2 stripe (ISM only)	30
Trousers	13
*Int'l serving jacket 1 stripe	10
*Intl serving jacket 2 stripe (ISM only)	10
Sweater - Cardigan - long sleeve	8
Sweater - Cardigan – vest	8
Sweater, v-neck pullover - vest	8
Sweater, v-neck pullover – long sleeve	8
Shirt - long sleeve blue stripe	8
Shirt - short sleeve blue stripe	8
Shirt - long sleeve white	4
Shirt - short sleeve white	4
Belt – black	3
Shoulder slide - 1 stripe	2
Shoulder slide - 2 stripe (ISM only)	2
Butcher Block Apron	3
Ties	3
Winter overcoat scarf	2
Pocket handkerchiefs	1

Basic complement of the following items is provided by the Company:

- 1 **Any one of the following**: All Weather Overcoat or Wool Overcoat **or Rollerboard** every 3 years (3 year eligibility policy)
- 1 Maternity Dress (loaned to the flight attendant from the base)
- 2 Int'l. Serving jackets per year (International based flight attendants only.)

Each flight attendant will receive 75 points per year.

\* / \*\* Additional quantities of these items may be purchased using either points, credit card or money order by flight attendants wishing to have extra items in addition to the basic complement.

A Rollerboard is now an option along with the all weather overcoat and the wool coat.

## Section 20 - System Board of Adjustment

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes of grievances which may arise under the terms of this Agreement and which are properly submitted to it after exhausting the procedures for settling disputes, as set forth in Section 19.

### A. Composition and Selection of the Board

1. The System Board of Adjustment shall consist of one (1) neutral referee selected by the parties to serve a Chairperson, one (1) individual appointed by the Company and one (1) individual appointed by the Union.

Each and every Board member shall be free to discharge their duty in an independent manner, without fear that their individual relations with the Company or with the Union may be affected in any manner by any action take by them in good faith in their capacity as a Board member. Board members who are employees of the Company shall be granted necessary time off for the performance of their duties as Board members.

2. There shall be a standing panel of a minimum of twelve (12) referees from which the parties shall jointly select on a case by case basis the Chairperson for the System Board of Adjustment.
  - a. Each party shall appoint six (6) members to this standing panel.
  - b. Either party may terminate the services of a referee on the panel at any time (except as to cases already scheduled for hearing) upon thirty (30) days written notice to the other party and to the referee whose services are being terminated. The party who originally appointed the referee to the panel must thereafter appoint a new referee to the panel. Each party is limited to two (2) such terminations of the other party's appointments to the panel for the length of the Agreement, but may terminate without limitation the services of referees it appointed to the panel.
2. If the parties are unable to jointly select a referee from the standing panel to hear a case, the Secretary to the Board shall make a request to the National Mediation Board for a panel of seven (7) arbitrators from which the parties will select the referee to hear the case at hand. Such selection will be made by each party in alternate turns striking a name from the list until one remains. The parties shall alternate striking the first name from the list.

3. Notwithstanding the foregoing, the parties may at any time mutually agree to select a referee who is not a member of its standing panel to sit as Chairperson of the System Board of Adjustment for such case or cases as the parties may mutually agree.
4. If after selecting a referee, it is determined that the referee is unable to hear the matter within forty-five (45) days after selection, the parties may by mutual agreement select another referee for the case. If the second referee selected also cannot hear the case within the original forty-five (45) day period described above, the referee who can hear the case the earlier of the two (2) shall be used.

B. Docket

1. Each grievance presented to the Board shall be treated as a separate case, unless the parties mutually agree otherwise. Grievances involving more than one (1) employee or incident with similar facts and circumstances may be treated as one (1) case.
2. The Board shall meet at such location or locations where the parties may agree, generally to be the location(s) where the grievance arose or the location most convenient to the majority of the individuals necessary to the proceedings. If the parties cannot agree to a location, then the neutral referee shall decide.
3. It shall be the Company's responsibility to establish and maintain a docket of grievances properly appealed to the System Board of Adjustment. The docket shall be updated quarterly each calendar year, with a copy mailed to the office of the President - Directing General Chairman of the IAM. Twice each year, at the time of the spring docket update and at the time of the fall docket update, the parties will schedule for hearing all docketed termination cases that remain pending and unresolved, and that have been processed through all steps of the Grievance Process.

The Union added this language to insure that termination cases the Union determines are wrongful, are arbitrated in a timely manner.

4. Notice of grievances appealed to the Board shall be served in writing upon the other party and shall include a statement by the appealing party of its understanding of:
  - a. The facts leading to the grievance
  - b. The question or questions at issue
  - c. The position of the appealing party
  - d. The position of the other party.
5. A copy of this Agreement and the notice of dispute, together with all appeals and answers from the earlier grievance steps shall be provided to the

Chairperson prior to the taking of any other evidence in the proceedings. Copies of all documents filed with the Chairperson or correspondence relating to the proceeding or dispute shall be provided to the other party and to other members of the Board.

6. The Chairperson shall preside at meetings and hearings. It shall be the responsibility of the Chairperson to guide the parties in the presentation of testimony, exhibits, and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. Immediately following the hearing or at any time prior to the issuance of a final decision in the matter, upon the request of either party or any member of the Board the members of the Board shall convene in executive session to discuss the issue(s) before it.
7. The parties mutually agree to endeavor toward a speedy final decision in every case presented to the Board, and in effecting such agree to minimize the time spent in presenting evidence and arguing motions in the hearing, filing briefs, and to compel the Board to issue the final decision as soon as possible following the close of the hearing. Written briefs will not be required to be submitted to the System Board unless agreed to by both parties.
8. The Union will be represented at Board hearings by such person or persons as it may choose and designate, and the Company will be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. The Board may, at the request of either the Union or the Company, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute.
9. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties hereto and the parties must abide by that decision.
10. The Board shall have jurisdiction over disputes between the Union, employee and the Company growing out of the interpretation or application of any of the terms of this Agreement. The System Board shall decide only the dispute or issue submitted to it, and shall have no power to add to, subtract from or alter the provisions of the contract between the parties. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment thereto. The System Board shall have the authority to make whole any employee or group of employees for losses incurred as a result of action by the Company found to violate this Agreement, including reinstatement, restoration of back pay, lost benefits, lost seniority and other actual losses attributable to the Company's actions.
11. Unless the parties mutually agree, no recording, stenographic or otherwise, shall be permitted of the proceedings.
12. In the event of a Board award, not subject to further appeal, which requires the reinstatement of a discharged grievant, the Company shall designate a date for reinstatement which shall be not later than thirty (30) days after the

date the Company receives the final award, nor earlier than fourteen (14) days after receipt of the final award without the consent of the grievant. The grievant shall be required to comply with all reasonable directives from the Company designed to prepare him/her for return to duty. The parties may mutually agree to extend the date of reinstatement.

C. Expenses and Transportation

1. Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
2. The expenses and compensation of the Chairperson of the System Board, and the costs incurred in holding hearings and meetings of the Board shall be borne equally by the parties.
3. Board members shall be furnished positive space free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

- D. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the Company or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

## Section 24 - Benefits

- A. Each Flight attendant covered by this Agreement shall be eligible to participate in certain Company wide benefit programs made available to other employees of the Company on the terms and conditions established in the benefit programs for flight attendants' participation, and pursuant to the terms of such programs. Before any changes are made to such programs, the Company will notify the Union in writing in advance of the effective date of such change(s). Upon request by the Union, the Company will meet to explain the change(s). The Company wide benefit programs presently include:

Continental Airlines Regular Benefit Program, current plans include:

Medical Indemnity programs  
 Health Maintenance Organization programs  
 Accidental Death and Dismemberment Insurance  
 Group Term Life Insurance  
 Employee Reimbursement Accounts  
 Dental plans  
 Vision plans  
 Continental Airlines, Inc. Savings Plan (commonly called a 401(k) plan)

1. Effective January 1, 2006, a flight attendant may make voluntary contributions to the Continental Airlines, Inc. Saving Plan to extent permitted by law. Such contribution may be limited to the extent necessary to allow all contributions to all of the employer's qualified plans to be deductible under applicable IRS Code provisions.
2. Any otherwise permissible contribution may be limited to the extent necessary to allow all contributions to all of the employer's qualified plans to be deductible under applicable IRS Code provisions.

Continental Airlines Retirement Plan

Flight attendants shall receive Credited Service, as defined in the Continental Retirement Plan ("CARP"), for service performed prior to 1984. No such credit shall be given for any period with respect to which the flight attendant accrued benefits under any other retirement plan qualified under section 401(a) of the Internal Revenue Code.

- B. Flight attendants shall also be eligible to participate in a retiree bridge medical plan having the following attributes:
1. Participants must be between the ages of 60 and 65.
  2. At the time of retirement, the flight attendant's sick leave bank will enable her/him to participate in the contributory funding aspect of the plan by using

fourteen (14) hours of sick leave for each month of such participation.

3. The cost to the retiree will be the same as for an active employee for equivalent coverage provided that the retiree has sick leave in her/his bank at the time of retirement sufficient to span the time for which coverage is needed.
4. If a flight attendant has insufficient sick leave in his/her bank to participate in the contributory funding aspect of the plan for any period of time for which the flight attendant is eligible and desires such coverage, s/he may obtain coverage at a non-contributory rate.
5. Coverage terminates at age 65.
6. Spouse/dependent coverage will be available on the same basis (contributory/non-contributory), but must terminate when the spouse/dependent reaches age 65 or the retiree dies (except that upon the flight attendant's death, the spouse/dependent may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage).

C. Flight Attendants will be eligible to participate in the Continental Airlines, Inc. Profit Sharing Plan, in accordance with the terms of that Plan. The Company has the unilateral right to alter, modify, amend, revise, or terminate the Plan, provided that any material alteration modification, amendment, revision or termination will only be done on a Company-wide basis. Flight Attendant participation shall be effective on January 1, 2011 and shall continue through the amendable date of this Agreement (that is, through Plan year 2012, for profits made in fiscal year 2012 and payable in 2013) unless expressly agreed otherwise by the Parties.

Provides that Flight Attendants will be included in the current company-wide Profit Sharing Plan beginning January 1, 2011. Participation is secured through plan year 2012, payable in 2013. (Profit Sharing LOA covers this year - 2010)

D. Effective September 1, 2012, Flight Attendants will participate in the 401 (k) Plan. In lieu of all other employer matching contributions the Company shall contribute an annual amount as follows:

1. Flight Attendants who have completed less than 5 years of service:

Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 3% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 3% of pay is eligible for the match.

2. Flight Attendants who have completed 5 or more, but less than 10, years of service

Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$35,000 annually who contributes 4% (\$1,400) will receive 25% of her/his \$1,400 contribution (\$350) as a Company matching contribution.

3. Flight Attendants who have completed 10 or more, but less than 15 years of service

Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$40,000 annually who contributes 4% (\$1,600) will receive 50% of her/his \$1,600 contribution (\$800) as a Company matching contribution.

4. Flight Attendants who have completed 15 or more years of service

Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 6% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 6% of pay is eligible for the match. For example, a Flight Attendant earning \$45,000 annually who contributes 6% (\$2,700) will receive 50% of her/his \$2,700 contribution (\$1,350) as a Company matching contribution.

Beginning September 1, 2012, Flight Attendants will be provided a Company match in the 401(k) Plan. This language provides for the amount of the match.

## Section 27 - Duration

Upon ratification, this Agreement will become effective on the first day of the bid month next following ratification, and will continue in full force and effect until ~~December 31, 2009~~ September 2, 2012, and will renew itself without change until each succeeding twelve-month anniversary of such date thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, or by mutual agreement of both parties, ninety (90) days but not less than thirty (30) days prior to the duration date.

Unless otherwise mutually agreed, the parties will commence negotiations pursuant to Section 6, Title I of the Railway Labor Act, as amended, no later than March 5, 2012. If no agreement for a successor contract has been reached by February 4, 2013, the parties will jointly apply for mediation assistance from the National Mediation Board no later than February 15, 2013.

Signed, this ~~1st~~ day of \_\_\_\_\_ ~~2006-2011~~.

For: Continental Airlines, Inc.

For: International Association of  
Machinists and Aerospace Workers

\_\_\_\_\_  
Mike Bonds, Senior Vice President,  
Human Resources and Labor Relations

\_\_\_\_\_  
Thomas Higginbotham  
President-Directing General Chairman

\_\_\_\_\_  
Dan Casey, Vice President  
Labor Relations

\_\_\_\_\_  
Brent Thompson  
General Chairman

\_\_\_\_\_  
Sam Risoli, Vice President, Inflight

\_\_\_\_\_  
Brian Wozniak, General Chairman

\_\_\_\_\_  
Wendy Femia, Senior Director,  
Inflight Base Services

\_\_\_\_\_  
Randy Hatfield, General Chairman

\_\_\_\_\_  
Ernest Dominguez, General Chairman

\_\_\_\_\_  
Marcus Valentino, Negotiating Committee

\_\_\_\_\_  
Joey Guider, Negotiating Committee

\_\_\_\_\_  
Nick Ruiz, Negotiating Committee

\_\_\_\_\_  
Sheila Hammond, Negotiating Committee

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
Regarding  
**Conscientious Reporting Program**

WHEREAS, the parties desire to provide a uniform method of resolving issues related to certain matters relating to reporting for duty;

NOW, THEREFORE, the parties agree as follows:

- A. This Agreement establishes standards for managing flight attendant attendance when certain unavoidable circumstances preclude flight attendants from reporting as scheduled. While all concerned are required to conduct themselves with reasonableness, prudence, and good judgment, the obligation and responsibility to report for work as scheduled remains that of each flight attendant.

~~A flight attendant commuting by air who wishes to be considered under this policy must list her/himself as a commuter and must designate a city(ies) on the Continental/ExpressJet route system where s/he resides and from which s/he commutes.~~

Eliminates the requirement to designate cities that a Flight Attendant commutes from. OOPS will apply to any travel/commute to work.

- B. This Agreement governs circumstances in which flight attendants are unable to report for scheduled assignments due to any of the following:
1. Unforecasted severe weather conditions or other natural disasters (i.e., blizzards, hurricanes, earthquakes, and other similar events), or
  2. Hazardous or impassable roads resulting from severe weather, accidents, or natural disasters, or
  3. ~~Enroute mechanical~~ Mechanical problems while on the way to work, or

OOPS will apply to mechanical problems that are discovered when going to work but prior to actually traveling. An example would be an inoperable car when leaving for work.

4. Unexpected airport disruption(s) or closures, or

Provides for airport disruptions that affect the arrivals of aircraft when the airport is not technically closed.

5. a. Flight Attendants who commute by automobile, bus, train, or public surface transportation will be afforded the same privileges contained in this Policy for unforeseen events related to severe unforecasted weather conditions or natural disasters which render roads hazardous or impassable, or enroute mechanical problems, provided that they call their Inflight Duty Office as soon as the unforeseen event becomes known and it appears s/he will not make it to the airport to arrive at her/his domicile in time for her/his scheduled report (e.g., road accident, mechanical breakdown, severe weather). Flight attendants are expected to exercise prudent judgment and planning regarding checking load factors, flight availability, forecast weather, traffic reports, and otherwise generally “planning ahead” to avoid commuting problems. For example, it is not sufficient to utilize a flight(s) whose arrival/departure time is likely to be adversely impacted by forecasted weather events.
- b. A flight attendant commuting by air, must exercise good judgment and exert every reasonable effort to report for work, including having the legitimate reasonable potential to commute on either of at least two (2) flights listed through the Company’s employee reservations systems (so long as such seats are controlled by the Company Continental/ExpressJet flights) (i.e., twenty-four (24) hours prior to the first flight’s departure time both flights must be under authorization as displayed on employeeRes the company’s employee reservations systems, including accounting for non-revenue space available travelers that are listed and have either a higher boarding priority or greater seniority than the flight attendant) that are scheduled to arrive at her/his domicile or the point of her/his duty assignment at least one hour (1:00) prior to her/his report time for such assignment.

Provides that all airlines listed in the Company employee reservations system and bookable for travel qualify for OOPS.

- c. A jumpseat(s) is not considered an available seat for commuting purposes.
- C. This Agreement applies to flight attendants whose ~~usual~~ mode(s) of transportation to report for work are rendered unavailable by any of the conditions in paragraph B only if there are no other reasonable alternative means of timely reporting for their scheduled assignments. A flight attendant may utilize two or more airports in proximity to each other for purposes of satisfying the two flights requirement of this Policy (e.g., one flight from Tampa, on flight from Orlando, or one flight from Sarasota) as long as the scheduled departure times between the two flights reasonably allow the flight attendant to travel by surface transportation (i.e., automobile, bus, train or taxi) from one airport to the other and physically check in at the gate in time for the scheduled departure of each flight. The commuting flight attendant must be at the gate and have checked in for the flight(s) to be utilized for purposes of this policy.

Elimination of the word "usual" opens up means of transportation to different circumstances. For instance, normally you may fly but circumstances may require you to drive.

- D. This Agreement does not apply to any other circumstance or condition related to a flight attendant's failure to report for her/his scheduled assignment, or to timely report for her/his scheduled assignment, including personal emergencies.
- E. When an unforeseen event takes place (e.g., no available seat, weight restriction, delay or cancellation due to unforeseen significant weather at the intended airport of departure or arrival, ATC or aircraft maintenance), affecting the flight attendant's first commuting flight, s/he must immediately contact Crew Scheduling. A flight attendant commuting by air will notify Crew Scheduling that s/he will be utilizing the back-up flight immediately upon discovering that s/he is unable to commute using the primary flight, regardless of the reason for such inability. S/he shall also re-contact Crew Scheduling immediately upon discovering that s/he will be unable to commute on her/his back-up flight. In the case where a flight attendant is physically onboard her/his first or back-up flight and the flight diverts enroute, the flight attendant shall call Crew Scheduling as soon as s/he can make a telephone call. Upon notification to Crew Scheduling, the flight attendant shall continue on to her/his Base if possible, unless released by Crew Scheduling/Coordination. He/she will be subject to assignment ~~at the discretion of Crew Scheduling~~ as follows:

When circumstances prevent you from continuing on to your Base and you are released, you will still be afforded the provisions of OOPS.

1. S/he may be directed to report to her/his original trip pairing or to a portion of the original trip pairing, joining it at a later point; or
2. S/he may be assigned a substitute pairing scheduled to fly on the same days as the original pairing; or
3. S/he may be assigned a substitute pairing which begins on any day following the start of the original pairing, so long as the substitute pairing terminates on the same day as the original pairing; or
4. ~~S/he may be assigned Airport Alert duty in her/his base on any day or consecutive days contained in the original pairing, or~~

Removes the option of assigning Airport Alert as a condition of OOPS.

5. S/he may be given any other substitute assignment which is mutually agreeable to the flight attendant and Crew Scheduling; and
  6. If requested by the flight attendant, the Company will provide a hotel room for a lineholder flight attendant who commutes by air and who is in compliance with this Policy if the lineholder receives no immediate assignment or receives an assignment with a report time more than five (5) hours after the flight attendant arrives at her/his base. The Company shall not be obligated to provide more than the number of nights in a hotel than would otherwise have been provided on the flight attendant's original pairing.
- F. A flight attendant given an assignment pursuant to Paragraph E will be compensated as if the original assignment had never occurred, and the substitute assignment had in fact been her/his original assignment. If no substitute assignment is given, the original assignment shall be treated as a personal drop, and the flight attendant shall receive no pay or credit relating to it.
- G.
1. This Policy shall be applicable to all flight attendants, whether lineholders or reserves.
  2. Upon request, flight attendants shall be responsible for providing documentation required by the Company to establish their compliance with the terms of this Policy.
  3. Nothing in this Policy shall be construed to limit or abridge the Company's existing rights to make assignments/reassignments as necessary, and

consistent with the Collective Bargaining Agreement to protect the operational integrity of the schedule.

- H. A flight attendant who is unable to meet her/his scheduled report time as a direct result of any of the circumstances listed in paragraph B, and who has complied fully with all of the terms of this Agreement be considered to have an authorized absence without pay, and shall not be subject to discipline as result of her/his inability to report, unless such inability occurs repeatedly. The parties have intentionally not specified a precise number of instances that will be afforded the protections of this Policy. Each invocation of this Policy will be considered an independent event and judged on its own unique circumstances, however repeated invocations of this Policy may be considered in evaluations of a flight attendant's overall attendance/reliability.

AGREED, this \_\_\_ day of \_\_\_\_\_, ~~2010~~ 2011.

Continental  
Airlines, Inc.

International Association Of  
Machinists And Aerospace Workers

Sam Risoli  
Vice President, Inflight

~~William O'Driscoll~~ Tom Higginbotham  
President - Directing General Chairperson

~~February 1, 2006~~

~~Mr. William O'Driscoll  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116~~

~~Re: Occupational Injury Pay~~

~~Dear Bill:~~

~~This letter will confirm the discussions we had concerning clarification of the method for payment of Occupational Injury pay.~~

~~We agreed to include the current Occupational Injury forms as attachments to the collective bargaining agreement (the "Agreement"). The forms are included for informational purposes and are not intended to add to or change the terms of the Agreement, and the parties recognize that the forms may change from time to time as the result of changes in state law, changes in administrators, phone numbers, etc.~~

~~Very truly yours, — Agreed:~~

~~Sam Risoli — William O'Driscoll  
Vice President, In-Flight — President – Directing General Chairman~~

## Attachment 1

### **Helpful Information While Out On Occupational Injury HTA, HOS, IAH Bases**

Employee \_\_\_\_\_ # \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 Supervisor email address \_\_\_\_\_

**Administration / OPS Fax: 281-553-1681, Report new injury 1-877-924-7563 Gallagher Bassett Services—11200 Richmond Ave., Suite 310, Houston, TX 77082 Phone #: 281/368-8369 Fax #: 281/368-8317 or 800#: 800/328-2251**

**Martha Hinojosa**, Claims Supervisor ext. **221** E-Mail: [Martha\\_Hinojosa@gbtpa.com](mailto:Martha_Hinojosa@gbtpa.com) **Nicholea Heredia**, Sr. Claims Representative ext. **228** E-Mail: [Nicholea\\_Heredia@gbtpa.com](mailto:Nicholea_Heredia@gbtpa.com) **Irma Ocampo**, Sr. Claims Representative ext. **229** E-Mail: [Irma\\_Ocampo@gbtpa.com](mailto:Irma_Ocampo@gbtpa.com) **Cynthia Zavala**, Sr. Claims Representative ext. **225** E-Mail: [Cynthia\\_Zavala@gbtpa.com](mailto:Cynthia_Zavala@gbtpa.com) **Kathleen Amyx**, Claims Representative ext. **224** E-Mail: [kathleen\\_amyx@gbtpa.com](mailto:kathleen_amyx@gbtpa.com) **Marie Case**, Claims Representative ext. **206** E-Mail: [Marie\\_Case@gbtpa.com](mailto:Marie_Case@gbtpa.com) **Denise Anderson**, Medical Only Representative ext. **222** E-Mail: [Denise\\_Anderson@gbtpa.com](mailto:Denise_Anderson@gbtpa.com)

**Any issues or problems regarding Gallagher Bassett please contact Workers Compensation & Medical Programs: EWR, NTA, NLS—Ava Parker 713-324-5222 / [APARKE01@coair.com](mailto:APARKE01@coair.com) CLE, IAH, HOS, HTA, LAX—Karen Young 713-324-5361 / [Kyoung@coair.com](mailto:Kyoung@coair.com) fax for both is 713-324-2631. Ryan Price Managing Director Workers Compensation & Medical Programs 713-324-5699 / [rprice2@coair.com](mailto:rprice2@coair.com).**

**Want to see a doctor?** You may go to either the Whole Health clinic or the doctor of your choice, **provided the doctor is on the list of approved “Texas Certified Doctors” ([www.twcc.state.tx.us](http://www.twcc.state.tx.us)) managing workman’s compensation cases or phone 1-888-4-TXCOMP.** If you can’t find a doctor, you may contact Gallagher Bassett for assistance in finding a physician in your area. Please have your doctor complete a TWCC73 form.

**Doctor’s notes?** For an absence to be considered by Gallagher Bassett, there must be 1) an exam by the treating physician and 2) an out of work note. All doctors’ notes should be faxed to Gallagher Bassett and your supervisor immediately upon seeing a physician. You are responsible for making sure your supervisor is notified of your status to insure your schedule is correct and that your doctor’s notes are received. Failure to provide all doctors’ notes in a timely manner will delay benefits or create overpayments from Gallagher Bassett. Consequently, proper payments from Continental may be delayed. Upon your release to return to work, please contact your supervisor or Kathy Hopper for the requirement/s of your return to work.

**\* No travel allowed while out on occupational injury without authorization from supervisor\***

**Change for Texas Workers Compensation:—Waiting period (first 7 days) will be picked up after 14 days off work by Gallagher Bassett as of September 1, 2005**

**How will you be paid?** You will be paid 30% of wages by Continental until verified that you have returned to work or lost time exceeds 7 days. If you return to work within the first 7 days, Continental Airlines will pay 100% of wages provided hours are in your OJ bank. If you exceed the 7 day waiting period, you will continue to receive pay at 30% from Continental. Once you exceed the 7 day waiting period and Gallagher Bassett approves your claim, they will pay you approximately 70% of your average weekly wage up to a maximum compensation rate. If lost time is less than 14 days, you will receive the first 7 days at 100% and 30% thereafter from Continental, and Gallagher Bassett will pay 70% of their wages from day 8. If the lost time exceeds 14 or more days, will be paid 30% by Continental and 70% by Gallagher Bassett, plus the waiting period (first 7 days). Benefits paid by Gallagher Bassett are based on a 13-week wage statement provided by Continental. Gallagher Bassett issues checks every 14 days after making the initial payment. If you do not receive payment, contact your Gallagher Bassett adjuster as soon as possible. **Note:** Sick bank can be used after your Occupational Injury bank runs out. You must submit your request in writing before you use all your Occupational Injury bank or become non-paid by Continental. Please fax your request to: Gayle Schulze at 713-324-5429 or email at [Gayle.Schulze@coair.com](mailto:Gayle.Schulze@coair.com). If you have questions on how your sick bank is paid call

**1-800-338-2739 prompt # 7 or local calls 713-324-7437 prompt # 7.**

If you have any questions or concerns please contact your supervisor or your Occupational Injury Coordinator: Kathy Hopper 281-553-2771 or [Khoppe@coair.com](mailto:Khoppe@coair.com)

**NOTE:** If this is a recurrence of an old Occupational Injury claim, please contact the Gallagher Bassett office where you were originally based at the time of the original injury.

## Attachment 2

### **Helpful Information While Out On Occupational Injury EWR, NTA, NLS Bases**

Employee \_\_\_\_\_ # \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 Supervisor email address \_\_\_\_\_ 7/19/2005

**Administration / OPS Fax: 973-681-1460, Report new injury 1-877-924-7563**

**Gallagher Bassett Services**, PO Box 405, Parsippany,

NJ 07054 Phone #: 973/644-5900 Fax #: 973/644-5914

or 800#: 800-683-0631

**Kate Ball**, WC Supervisor ext. 257 or 973/644-5957 E-Mail: [Kate\\_Ball@gbtpa.com](mailto:Kate_Ball@gbtpa.com) **Clarissa**

**Richardson**, Sr. Claims Adjuster ext. 226 or 973/644-5957 E-Mail: [Clarissa\\_Richardson@gbtpa.com](mailto:Clarissa_Richardson@gbtpa.com)

**Christina Grant**, Sr. Claims Adjuster ext. 210 or 973/644-5926 E-Mail: [Christina\\_Grant@gbtpa.com](mailto:Christina_Grant@gbtpa.com)

**Vanessa Montgomery**, Sr. Claims Adjuster ext. 213 or 973/644-5913 E-Mail:

[Vanessa\\_Montgomery@gbtpa.com](mailto:Vanessa_Montgomery@gbtpa.com) **Krystyna Boud**, Sr. Claims Adjuster ext. 256 or 973/644-5956 E-

Mail: [Krystyna\\_Boud@gbtpa.com](mailto:Krystyna_Boud@gbtpa.com) **Barbara Voboril**, Temporary Claims Adjuster ext. 219 or 973/644-

5919 E-Mail: [Barbara\\_Voboril@gbtpa.com](mailto:Barbara_Voboril@gbtpa.com) **Viviana Garechitorena**, Med Only Representative ext. 232 or

973/644-5932 E-mail: [Viviana\\_Garechitorena@gbtpa.com](mailto:Viviana_Garechitorena@gbtpa.com)

**Any issues or problems regarding Gallagher Bassett please contact Workers Compensation & Medical**

**Programs:** EWR, NTA, NLS — **Ava Parker** 713-324-5222 / [APARKE01@coair.com](mailto:APARKE01@coair.com) CLE, IAH, HOS, HTA,

LAX — **Karen Young** 713-324-5361 / [Kyoung@coair.com](mailto:Kyoung@coair.com) fax for both is 713-324-2631. **Ryan Price** Managing

Director Workers Compensation & Medical Programs 713-324-5699 / [rprice2@coair.com](mailto:rprice2@coair.com).

**Want to see a doctor?** Keep in mind that the state of New Jersey directs your care; therefore, you are limited as to what doctor you can see. You must go to the Whole Health clinic or contact Gallagher Bassett for alternative care. If you live out of state, contact Gallagher Bassett for assistance on a physician in your area. Per New Jersey statute you are not able to use your own doctor for Occupational Injury.

**Doctor's notes?** For an absence to be considered by Gallagher Bassett, there must be 1) an exam by the authorized treating physician and 2) an out of work note. **All doctors' notes should be faxed to Gallagher Bassett and your supervisor immediately upon seeing a physician. You are responsible for making sure your supervisor is notified of your status to insure your schedule is correct and that your doctor's notes are received. Failure to provide all doctors' notes in a timely manner will delay benefits or create overpayments from Gallagher Bassett.** Consequently, proper payments from Continental may be delayed. Upon your release to return to work, please contact your supervisor for the requirement/s of your return to work.

\* **No travel allowed while out on occupational injury without authorization from supervisor**

**How will you be paid?** You will be paid 30% of wages by Continental until verified that you have returned to work or lost time exceeds 7 days. If you return to work within the first 7 days, Continental Airlines will pay 100% of wages provided hours are in your OJI bank. If you exceed the 7-day waiting period, you will continue to receive pay at 30% from Continental Airlines. If you exceed the 7-day waiting period and Gallagher Bassett approves your claim, they will pay you approximately 70% of your average weekly wage up to a maximum compensation rate. Benefits paid by Gallagher Bassett are based on the last 26 weeks prior to injury and Continental provides the wage statement. Gallagher Bassett issues checks every 14 days after making the initial payment. If you do not receive payment, contact your Gallagher Bassett adjuster as soon as possible. Note: Sick bank can be used after your Occupational Injury bank runs out. You must submit your request in writing before you use all your Occupational Injury bank or become non-paid by Continental. Please fax your request to: Gayle Schulze at 713-324-5429 or email at [Gayle.Schulze@coair.com](mailto:Gayle.Schulze@coair.com). If you have questions on how your sick bank is paid call **1-800-338-2739 prompt # 7 or local calls 713324-7437 prompt # 7.**

**If you have any questions or concerns, please contact your supervisor or your coordinator.**

**NOTE:** If this is a reoccurrence of an old Occupational Injury claim, please contact the Gallagher Bassett office where you were originally based at the time of the original injury.

## Attachment 3

### Helpful Information While Out On Occupational Injury CLE Bases

Employee \_\_\_\_\_ # \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 Supervisor email address \_\_\_\_\_

**Administration / OPS Fax: 216-501-4097, Report new injury 1-877-924-7563**

**Medical bills need to be sent to Gallagher Bassett Services PO Box 23812, Tucson, AZ 85734**

Gallagher Bassett Services—(Columbus) The Preserve 5450 Frantz Rd. Suite 220, Dublin, OH 43016

**Phone: 614/764-7616 Fax #: 614/764-8872 OR 800 #: 800/416-1826**

**Pam Highley**, Claim Supervisor ext. **220** E-Mail: [Pamela\\_Highley@gbtpa.com](mailto:Pamela_Highley@gbtpa.com) **Patricia Mason**, Claim Representative ext. **230** Ohio Self Insured Claims E-Mail: [Patricia\\_Mason@gbtpa.com](mailto:Patricia_Mason@gbtpa.com) **Brenda Whiting**, Claims Representative ext. **224** Ohio State Funded Claims E-Mail: [Brenda\\_Whiting@gbtpa.com](mailto:Brenda_Whiting@gbtpa.com) **Kimberly Yoder**, Medical Only Representative ext. **250** E-mail: [Kimberly\\_Yoder@gbtpa.com](mailto:Kimberly_Yoder@gbtpa.com) **Pamela Ahee**, Medical Only Representative ext. **225** Ohio State Funded Claims E-mail: [Pamela\\_Ahee@gbtpa.com](mailto:Pamela_Ahee@gbtpa.com)

Workers Compensation & Medical Programs **BWC (Bureau of Workers' Compensation)**

**CLE** 1-800-OHIO-BWC. You can also access [www.ohiobwc.com](http://www.ohiobwc.com)

**Any issues or problems regarding Gallagher Bassett please contact Workers Compensation & Medical**

**Programs:** EWR, NTA, NLS—**Ava Parker** 713-324-5222 / [APARKE01@coair.com](mailto:APARKE01@coair.com) **CLE, IAH, HOS, HTA,**

**LAX—Karen Young** 713-324-5361 / [Kyoung@coair.com](mailto:Kyoung@coair.com) fax for both is 713-324-2631. **Ryan Price** Managing

Director Workers Compensation & Medical Programs 713-324-5699 / [rprice2@coair.com](mailto:rprice2@coair.com).

**Want to see a doctor?** In Ohio you have free choice of physicians. If the physician is not a Bureau certified doctor, you could be responsible for payment of the medical bills. The MCO (Managed Care Organization) will guide you to Gallagher Bassett certified doctors. Employees may contact the Gallagher Bassett office for payment information at 1-800-416-1826.

**Doctor's notes?** For an absence to be considered by Gallagher Bassett, there must be 1) an exam by the treating physician and 2) an out of work note. All doctors' notes should be faxed to Gallagher Bassett and your supervisor immediately upon seeing a physician. You are responsible for making sure your supervisor is notified of your status to insure your schedule is correct and that your doctor's notes are received. Failure to provide all doctors' notes in a timely manner will delay benefits or create overpayments from Gallagher Bassett. Consequently, proper payments from Continental may be delayed. Upon your release to return to work, please contact your supervisor for the requirement/s of your return to work.

**\* No travel allowed while out on occupational injury without authorization from supervisor**

**How will you be paid?** You will be paid 30% of wages by Continental until verified that you have returned to work or lost time exceeds 7 days. If you return to work within the first 7 days, Continental will pay 100% of wages provided hours are in your OJI bank. If you are out less than 14 days, you will receive 100% for the first 7 days and 30% for every missed trip thereafter from Continental. The Gallagher Bassett will pay from day 8 at approximately 72%. If you are out over 14 days, you will be paid 30% from Continental and approximately 72% from the first day of lost time for the first 12 weeks. If lost time exceeds 12 weeks, you will be paid approximately 66 2/3% from week 13 by Gallagher Bassett. Benefits paid by Gallagher Bassett are based on a 52-week wage statement provided by Continental. Gallagher Bassett issues checks every 14 days after making the initial payment. If you do not receive payment, contact your Gallagher Bassett adjuster as soon as possible. **Note:** Sick bank can be used after your Occupational Injury bank runs out. You must submit your request in writing before you use all your Occupational Injury bank or become non-paid by Continental. Please fax your request to: Gayle Schulze at 713-324-5429 or email at [Gayle.Schulze@coair.com](mailto:Gayle.Schulze@coair.com). If you have questions on how your sick bank is paid call **1-800-338-2739 prompt # 7 or local calls 713-324-7437 prompt # 7.**

**If you have any questions or concerns, please contact your supervisor.**

**NOTE:** If this is a reoccurrence of an old Occupational Injury claim, please contact the Gallagher Bassett office where you were originally based at the time of the original injury.

Date, 2010

Mr. Thomas Higginbotham  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Occupational Injury Pay

Dear Tom:

This letter will confirm the discussions we had concerning clarification of the method for payment of Occupational Injury pay.

We agreed to include reference to helpful information while out on occupational injury on the Company's internal Inflight Website. The forms will be included for informational purposes and are not intended to add to or change the terms of the Agreement, and the parties recognize that the forms may change from time to time as the result of changes in state law, changes in administrators, phone numbers, etc.

Very truly yours, \_\_\_\_\_ Agreed:

Sam Risoli \_\_\_\_\_ Thomas Higginbotham  
Vice President, Inflight \_\_\_\_\_ President - Directing General Chairperson

This letter replaces the current LOA 26. Since contact information regarding this Section constantly changes, the sample forms have been removed and a reference to the Company's internal Inflight Website has been added.

Date, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Mutual Trip Trade Board

Dear Tom:

This letter will confirm our recent discussions on establishing a Mutual Trip Trade Board. The Company has agreed to provide a Mutual Trip Trade Board subject to the ability of our Technology Department to provide the support necessary for the implementation of the Mutual Trip Trade Board.

Very truly yours, \_\_\_\_\_ Agreed:

Sam Risoli  
Vice President, Inflight

Thomas Higginbotham  
President – Directing General Chairman

Provides for the implementation of a Mutual Trip Trade Board to facilitate computerized trading between Flight Attendants using Trip Advertisements.

Date, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Reciprocal Cabin Seat Privileges

Dear Tom:

This letter will confirm our recent discussions in which the Company agreed to implement off-line reciprocal cabin seat privileges with other airlines as soon as possible following ratification of the collective bargaining agreement. We expect that such agreements will commence no later than sixty (60) days following that ratification.

Very truly yours, \_\_\_\_\_ Agreed:

Sam Risoli  
Vice President, Inflight  
Chairman

Thomas Higginbotham  
President – Directing General

The Company shall implement a reciprocal cabin seat privileges program with other airlines. This letter has been changed since the last TA in that it uses the terminology “Cabin Seat Privileges” rather than “Jumpseat” to accurately reflect that the actual jumpseat is not for use.

Date, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Profit Sharing Payments for 2010 for Continental Flight Attendants

Dear Tom:

This letter will confirm our recent discussions in which we agreed that if the December 31, 2010 Interim Tentative Agreement between the Company and the IAM is ratified by the Flight Attendants, it will include payments equal to the 2010 Profit Sharing payments Flight Attendants would have been entitled to receive if they had ratified a collective bargaining agreement prior to that date and been included in the Continental Airlines, Inc Profit Sharing Plan, regardless of the actual date of ratification. (Profit Sharing for 2011 and 2012 is covered in Section 24 of the Collective Bargaining Agreement.) The Parties will meet and agree regarding the details of how the payments will be made.

Very truly yours,

Sam Risoli  
Vice President, Inflight

You will receive the benefits of Profit Sharing as provided in the Profit Sharing Plan. These benefits are guaranteed through the life of the Agreement including payments made in 2013.

Date, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Furlough Protection for Continental Flight Attendants

Dear Tom:

This letter will confirm our recent discussions in which the Company agreed the Company shall not furlough any flight attendant prior to the amendable date of this Agreement who was on the Continental System Seniority List as of the date of ratification of this Agreement.

The Company shall be excused from compliance with this obligation in the event that a circumstance over which the Company does not have control is the cause of such non-compliance. Circumstances beyond the Company's control shall be: an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/ requirement(s) or to 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; a terrorist act, or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.

Very truly yours, \_\_\_\_\_ Agreed:

Sam Risoli  
Vice President, Inflight

Thomas Higginbotham  
President – Directing General Chairman

Flight Attendants on the Continental System Seniority List on the date of ratification of this Agreement shall not be subject to furlough during the life of the Agreement

**INTERIM AGREEMENT**  
**Between**  
**Continental Airlines, Inc.**  
**and the Flight Attendants represented by the**  
**International Association of Machinists**  
**and Aerospace Workers**

This Interim Agreement is made, and entered into, in accordance with the provisions of the Railway Labor Act, as amended (the "Act") by and between Continental Airlines, Inc. ("Continental") and the Flight Attendants in the service of Continental, as represented by the International Association of Machinists and Aerospace Workers ("IAM" or the "Union"). All parties are collectively referred to herein as the "Parties."

This Interim Agreement is entered into in light of the merger of Continental with United Airlines, Inc. to form the "New United Airlines." The Interim Agreement shall govern the allocation of Flight Attendant work until either a combined agreement is negotiated for all Flight Attendants on the merged New United Airlines or until the Parties agree to change or terminate this Interim Agreement. Pre-merger Continental Flight Attendants and pre-merger United Flight Attendants will perform work in accordance with their respective collective bargaining agreements, and will not be interchanged between the operations of pre-merger Continental and pre-merger United.

All aircraft in the service of, or stored by, pre-merger Continental or pre-merger United (the "Airlines"), and all orders, options and anticipated returns as set forth in the Airlines' respective fleet plans as of May 2, 2010, shall be designated as "United Aircraft" or "Continental Aircraft." Except for Flight Attendants hired from one Airline by the other, and except as may be needed to comply with conditions prescribed by the FAA for the purpose of transition to, and eventual operation under, a Single Operating Certificate, no Flight Attendant of either Airline will fly as a crewmember on an aircraft in the fleet of the other Airline.

In the event that aircraft are acquired to replace aircraft that were in the service of, stored by, or on order or option, as of May 2, 2010, each acquired aircraft shall be designated as a United Aircraft or a Continental Aircraft, based upon the aircraft being replaced. For purposes of this section, the term "replacement" means that the newly acquired aircraft can be matched, on a one-to-one basis, to an aircraft that has left or will leave the service of the applicable Airline within six (6) months before or after the new aircraft enters service.

If aircraft are acquired that are not replacement aircraft, pre-merger United Flight Attendants will operate any newly-acquired B747, A321, A320, A319 or A318 aircraft, and pre-merger Continental Flight Attendants will operate any newly-acquired B737 aircraft. As to all other aircraft entering the service, the Parties will promptly meet and confer regarding which pre-merger Flight Attendant group shall operate such aircraft. If the Parties are unable to so agree, the aircraft shall be operated with the Flight Attendant group whose operation will result most closely in maintaining the ratio of

Flight Attendant positions that existed between pre-merger United and pre-merger Continental Flight Attendants on May 2, 2010.

Nothing in this Interim Agreement will serve to prevent fleet reductions attributable to economic reasons not related to the merger, or the retirement of existing aircraft in the normal course of business or as a result of casualty loss, consistent with the Airlines' obligations under applicable collective bargaining agreements.

In witness thereof, the Parties hereto have executed this Interim Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Continental Airlines, Inc.

By: \_\_\_\_\_

International Association of Machinists

By: \_\_\_\_\_

This provision protects our work. It provides that all work on all existing Continental aircraft and aircraft on order will be performed by Continental Flight Attendants.