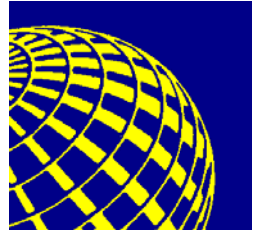


Continental Micronesia



AGREEMENT
Between
CONTINENTAL MICRONESIA, INC.
And
**INTERNATIONAL ASSOCIATION OF
MACHINISTS
AND AEROSPACE WORKERS**

Flight Attendants
June 1, 2006 – December 31, 2010

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SECTION I – RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

A. Recognition

Continental Micronesia, Inc. (the "Company") hereby recognizes the International Association of Machinists and Aerospace Workers (the "Union") as the authorized representative of the flight attendants covered by this Agreement in accordance with National Mediation Board certification number R-5337 dated November 3, 1982. This agreement shall be applicable to all flight attendants assigned to cover Continental Micronesia, Inc. flights whose terms and conditions of employment are governed by the Railway Labor Act. Employees subject to the Railway Labor Act performing flight attendant duties shall hold positions on the System Seniority List in accordance with the terms and conditions of this Agreement.

B. Successorship and Mergers

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For purposes of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions.
2. No contract or other legally binding commitment involving the transfer of ownership or

control pursuant to a successorship transaction, whether by sale, transfer or lease of the Company or substantially all of its assets, will be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of entering into, concluding and implementing such transaction that the rates of pay, rules and working conditions set forth in this Agreement will be assumed by the successor employer, and employees on the then current flight attendant seniority list will be employed in accordance with the provisions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any substantial part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a definitive agreement with respect to a transaction as herein described.

3. In the event of a merger of airline operations between the Company and another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger flight attendant seniority list in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.
4. In the event of a merger of airline operations, this Agreement shall be considered to be amendable as provided in the Duration Section of this Agreement and Section 6 of the Railway Labor Act. Integration of the flight attendant

groups shall not occur until the applicable seniority lists are merged pursuant to procedures as described above, and agreement is reached over rates of pay, rules, and working conditions for the post-merger craft or class. Prior to such agreement, the terms and conditions of this Agreement shall continue to apply to the employees whose names appear on the Company's flight attendant seniority list.

5. The following additional requirements shall be applicable in the event of a merger, purchase or acquisition involving the Company, regardless of the identity of the surviving carrier or whether formerly separate operations are to be integrated.
 - a. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Company flight attendants, so long as such recognition is consistent with the Railway Labor Act and any applicable rulings or orders of the National Mediation Board. Recognition of a post-merger representative shall be governed by the Railway Labor Act and by any applicable rulings or orders of the National Mediation Board.
 - b. Subject to applicable securities and other laws and regulations, the Company will review with the Union the details of any material agreements relating to succession transactions in a timely manner,

provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.

- c. In advance of any operational integration, the Company or surviving carrier, if different than the Company, will accept the integrated seniority list accomplished in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.
 - d. The inflight operations of the Company and those of the other air carrier shall be kept separate unless and until the processes described in paragraphs (B) (3) and (4) above are completed. During such time of separate operations, flight attendants shall not be interchanged without the Union's written consent.
 - e. Until the processes described in paragraphs B. 3 and 4 above are completed, no employee covered by this Agreement shall be furloughed as an effect of the merger, purchase or acquisition.
 - f. The Company or surviving carrier, if different than the Company, shall meet promptly with the Union upon request to negotiate the implementation of the requirements of this paragraph.
6. The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this

Paragraph B on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 22 of this Agreement. The dispute shall be heard no later than thirty (30) days following the submission to the system board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

C. Purpose of Agreement

1. The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of the employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively for the advancement of that purpose.
2. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the union.

SECTION 2 - MANAGEMENT RIGHTS

Employees covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains full and complete right and power to exercise reasonable management authority in the operations of its business. Such management authority includes, but is not limited to, the right to manage and direct the work force, including, but not limited to, the right to hire, promote, demote, transfer, and control operations and to establish and/or change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities; the right to determine and change the number, size, and location of bases and facilities, and the number of employees and the work to be done at each; the right to establish and/or change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discharge or otherwise discipline an employee for just cause subject to the grievance procedure as provided herein. No retained management right is waived except by express written agreement between the Company and Union.

SECTION 3 - DEFINITIONS

A. Airport Alert

"Airport Alert" is that period of time a flight attendant 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.

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, and may include training.

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 Days

"Calendar Days" means from midnight to midnight.

F. Deadheading

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

G. 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.

H. Domicile

A “domicile” is the location where a flight attendant is based.

I. Duty Time

“Duty Time” means actual duty time on regularly scheduled flights, extra sections, charter trips, scenic, or other flights where the flight attendant is assigned as a member of the crew, deadheading, and other times when a flight attendant is performing duties for the Company. Duty time begins at check-in, and ends at the conclusion of any non- flying duty, block in from deadheading, or the later of thirty (30) minutes after block in of a flight or actual release.

J. FIFO

“FIFO” is a method of scheduling whereby Reserve flight attendants depart their domicile in the same order as they arrived.

K. Flight Attendant

“Flight Attendant” means an employee of the Company whose duties consist of performing or assisting in the performances of cabin service, deadheading, airport alert, ground service, training assignments, bid line construction, 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. Whenever the term flight attendant is used, it shall include the male and female

gender. Whenever the female gender is used, it shall include the male gender.

L. Flight Service Coordinator

“Flight Service Coordinator” (FSC) means a flight attendant as defined herein; and in addition, a Flight Service Coordinator shall give work guidance with the option to delegate work duties to a flight attendant(s). A Flight Service Coordinator will be the flight attendant holding the bid award or a seniority option for the trip assignment. Flight Service Coordinators may be utilized only in the absence of an International Service Manager (ISM).

M. International Service Manager

An “International Service Manager” (ISM) is an employee of the Company who has established seniority in the flight attendant classification and bids to the ISM classification. International Service Managers responsibilities, in addition to those of a regular flight attendant, include, but are not limited to (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.

N. Language Specialist

A “Language Specialist” 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. Language Specialists will be required to assist passengers with the completion of customs and immigration forms and other necessary customer service translation information. Language Specialist flight attendants will make announcements over the public address system on the flight as required when directed by the ISM or FSC. Language Specialists may be based in any base.

O. Month

“Month” means the specified bid period starting from the first day of, up to and including the last day of each bid month as specified on the monthly bid packets.

P. Open Time

“Open Time” is a flight time not assigned in bid lines to flight attendant(s).

Q. Published Time

“Published Time” is time listed on pattern sheets provided to crew members by the Company.

R. Reserve Flight Attendant

“Reserve Flight Attendant” is a flight attendant who does not hold a bid line and is subject to standby 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.

S. Trip Pairing or Trip

“Trip Pairing or Trip” is a scheduling construction of one (1) or more segments that depicts flying to be done by a flight attendant from the time s/he departs her/his domicile until s/he returns to her/his domicile as published in the monthly bid packets. A “flight segment” is an individual component of a trip or trip pairing, which includes no more than one take-off and one landing.

T. Unscheduled Trip

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

U. 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 (3) twenty-four (24) hour periods before 0001 Guam Time of the first day of the new bid month. The 72 hour window will be indicated on the bid packet.

SECTION 4 - GENERAL

A. Nondiscrimination

The Company and the Union shall comply with all applicable federal, state, and local anti-discrimination laws; provided it is understood and agreed that any handicapped and/or disabled employee will be required to satisfactorily pass all government and/or Company physical examinations, and must be able to perform the duties of a flight attendant.

B. No Strike/No Lockout

The Union will not engage in a strike during the term of this Agreement. The Company reserves the right to seek injunctive relief for any violations of the no-strike clause. The Company agrees not to lock out any employee during the term of this Agreement.

C. Passes

1. As of the date of the signing of this Agreement, flight attendants covered by this Agreement will receive pass travel benefits as provided to all other employee groups. Any improvements provided to other employees will be extended to the flight attendants. The Union will be notified of any changes to the pass policy.
2. Retired flight attendants and their spouses and eligible unmarried children will be granted the same pass and reduced rate privileges as are other Company retirees. For the purposes of this paragraph only, retired flight attendants will

include those flight attendants who retire on or after their fortieth birthday and have attained a minimum of twenty (20) years of seniority. The flight attendants adjusted service seniority date will be used to determine years of seniority.

3. Once each year each flight attendant shall be entitled to designate one (1) travel companion to receive pass travel privileges. Each flight attendant may designate either one (1) travel companion or one (1) spouse for pass travel privileges, but not both. A married flight attendant may elect to designate a person other than her/his spouse as the travel companion, however should a married flight attendant so elect, her/his spouse will forfeit the spousal pass entitlement. Travel companions shall be entitled to the same travel privileges as are spouses under the Company's pass travel policies and shall, for purposes of travel be treated the same as spouses. The service charge for Companions shall be the same as the service charge applicable to spouses, however flight attendants designating travel companions who are not entitled to tax-free travel pursuant to the Internal Revenue Code (a person other than a dependent child, parent or spouse) shall bear the tax burden of providing pass travel to such companions. Such costs shall be handled in the same manner as are the similar costs associated with Buddy pass travel.

D. Passports/Inoculations

1. Passport renewal reimbursement will be provided to active flight attendants.

2. Inoculations recommended by an appropriate United States governmental agency for any destination served by the Company shall be made available to flight attendants without charge. Such inoculations will be provided at Company designated locations only. It will be the flight attendant's responsibility to keep her/his inoculation records current.

E. Savings Clause

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or court decision, such invalidation of any part or provision of the Agreement will not invalidate the remaining portions, which will remain in full force and effect. In the event of such invalidation, the parties agree that the invalid practice will be abandoned, and the Company will comply with the legislation or court decision. In addition, should any part of this Agreement or any Company policy or practice which pertains to a mandatory subject of bargaining, become invalid by reason of any existing or subsequently enacted legislation, regulation, or court decision, the parties agree to meet and confer for the purpose of agreeing upon a cure to the invalidity. If the parties are unable to reach agreement, the matter will be referred to a neutral arbitrator on an expedited basis.

F. System Seniority List

1. Upon request, but no more frequently than once a month, the Company will provide the Union with system-wide lists of flight attendants in seniority and alpha order.

2. Once during each month, the Company will provide the Union with the following information:
 - a. List of flight attendant transfers,
 - b. List of flight attendants who have been removed from the seniority list, and
 - c. Names, addresses, and telephone numbers on file of new hires and the bases to which they have been assigned.
 - d. List of address, area code and telephone number changes submitted by flight attendants to the Company. The list shall include the name, employee number and base for each flight attendant submitting such a change during the previous month.
3. The provision of the data and lists described above in electronic format will be sufficient to satisfy this paragraph.

G. Luggage

If the flight attendant on duty is required to check her/his luggage, the Company will establish procedures for handling such luggage.

H. Insurance Indemnification

1. In the event any flight attendant is named as a defendant in any civil action for damages (including any such action initiated by a fellow employee) arising out of such flight attendant's

performance of her/his duties with the Company, the Company through its insurers, shall indemnify and hold harmless such flight attendant from any money judgment or award rendered against her/him including a judgment for damages based on such flight attendant's negligence.

2. It is expressly understood that such indemnification and hold harmless of any flight attendant is limited by all terms and limitations of the Company's policy with its insurers. This provision shall apply to civil actions for damages against a flight attendant's estate.

I. Date/Time Stamp

An electric date/time stamp shall be provided for the use of flight attendants and shall be available to the flight attendants at all times.

J. Special Transportation

1. A flight attendant who becomes ill downline may be required to see a doctor before returning to her/his domicile. S/he shall be flown home via the most direct route, positive space on line as soon as s/he is capable of traveling. The Company will provide hotel accommodations and per diem until the flight attendant is able to return home. In addition, the Company will reimburse expenses incurred traveling to and from a doctor and or hospital. The Company shall not be required to provide such transportation to cities which are not served by the Company.

2. In the event the flight attendant dies while away on Company business, the Company shall return the remains to any on-line city for burial requested by the flight attendant's estate.

K. Mailing Address

Flight attendants will be required to maintain a mailing address other than their company mailbox for the receipt of their personal mail. The Company will not be responsible for personal mail.

L. Orders in Writing

All orders to flight attendants involving a reduction in force, filling of vacancies, change in bases, furloughs, and leaves of absence will be in writing. They will be placed in the flight attendants' mailboxes and/or mailed to their personal mailing address.

M. Bulletin Boards

1. A glass enclosed lockable bulletin board (maximum dimensions 3' X 5') acceptable to the Company may be provided by the Union, and will be labeled as "Union." The Union and the Company shall determine the location of the bulletin board by mutual agreement. Keys shall be issued only to the Local Base Chairperson and the Recording secretary, and to the Base Director.
2. The Union will be allowed to keep Union Bulletin Books in the flight attendant work area.
3. The Company grants the use of the Union Bulletin Board and Union Bulletin Books in the

flight attendant work area for informational purposes only. Management retains the right to remove any objectionable document at any time.

4. The Company shall provide the Union access to all flight attendants' Company mailboxes for the distribution of Union information.
5. The Union may place a locking mailbox in each domicile, which shall be easily accessible to the flight attendants. The mailbox may be mounted on a wall or as appropriate.

N. Copy of this Agreement

The Company shall provide each flight attendant with a copy of this Agreement within sixty (60) days of the signing of this Agreement. All new flight attendants shall receive a copy of this Agreement upon date of employment. The Company and the Union shall assist in preparing an index to be placed in each copy of the Agreement prior to distribution. The cost of printing and distributing this Agreement shall be borne by the Company. The cover of the Agreement shall be decided by mutual agreement between the Company and the Union.

O. Parking

Parking will be provided in a flight attendant's base. At her/his option, a flight attendant will receive a commuting expense payment of thirty dollars (\$30.00) per month in lieu of parking at her/his base. A flight attendant may change her/his election one (1) time each year, or upon residence or base change.

P. Cabin Duties

A flight attendant shall not be required to perform cabin cleaning functions; however, s/he shall make every effort to bring in as neat an aircraft as possible by neatly returning blankets, pillows, and magazines to the proper storage areas, disposing of trash and wiping of galley counters. At stations where cabin cleaning crews are not available or due to reduced ground time, flight attendants will assist other station personnel in tidying the aircraft in order to avoid or minimize a delayed departure.

Flight attendant(s) will be designated by the ISM to monitor the lavatories every two (2) hours to ensure that the supply of passenger amenities are available and the sink counter only is wiped dry.

Q. Union Business

The Company will assume the cost of one hundred hours (100:00) of credited flight time per month to conduct Union business. This credited time is to be used only for conducting Union business. Such credited time may be used by one (1) or more flight attendants designated by the Union.

Flight attendants holding a bid line who conduct Union business under this provision on a day scheduled to fly, will receive full pay and credit for the trip(s) or trip pairing(s) missed. On a day not scheduled to fly, such flight attendants will receive three hours (3:00) flight time pay and credit. Flight attendants who do not hold a bid line who conduct Union business under this provision will receive three hours (3:00) flight time pay and credit per day.

R. Crew Meal Allowance

A crew meal allowance of \$0.75 will be provided for every flight hour that the flight attendant actually worked. Crew meals may be provided in lieu of this allowance. The Vice President, Human Resources or her designee and Union's Base Chairperson or her/his designee will meet on a monthly basis to determine which crew pairing(s) will require crew meals. If the parties fail to agree, the meal allowance will be paid.

S. Crew Rest Seats

1. On wide-body non-stop flights scheduled over eight (8) hours, four (4) economy seats will be blocked for crew rest seats, but one (1) or more of these seats may be released and assigned in a Class A oversale situation, in which case none of these seats will be used for crew rest. In that event, all flight attendants on that segment will be compensated with one (1) additional hour of flight time for pay purposes. The designated seats will have curtains provided for privacy. Signs or makeshift curtains are not permitted. Crew rest seats will not be provided for flights of less than eight hours (8:00). Subject to the needs of the operation and with a careful regard for the maintenance of the highest level of passenger service, crew breaks may be taken on flights scheduled for less than eight hours. Such breaks must be taken in an area curtained from the passengers, and sleeping or the appearance of sleeping is not permitted. Non-offensive recreational/leisure activities such as reading and writing are allowed during crew breaks.

2. The International Service Manager/Flight Service Coordinator is responsible for scheduling and coordinating crew rest breaks for the other crewmembers. Rest breaks will be approximately evenly divided among crewmembers and will occur during non-service periods. However, in no case on flights scheduled for eight hours (8:00) or more will the rest periods be less than one hour (1:00), and on flights scheduled for twelve hours (12:00) or more rest breaks will not be less than two hours (2:00) in duration.
3. All scheduled cabin services are to be completed by all flight attendants before the start of any crew rest periods.
4. On aircraft with seating capacity of more than 160 passengers, no more than four (4) flight attendants may be on break at any one time. Flight attendants are to sit upright in the assigned crew rest seats. No other seats may be used by flight attendants for rest breaks. Flight attendants are not permitted to sleep on the floor.

T. Telephone

The Company will provide flight attendants access to a reasonable number of working telephones for free local calls in each base, data ports, wireless access in the GUM crew lounge (subject to approval by the GIAA), and toll free numbers to Scheduling.

U. Employment Status Letter

The Company shall provide, upon request from the flight attendant, a letter verifying her/his employment status or any other requested data.

V. Computer Terminals

The Company shall provide a reasonable number of proper computer terminals at each domicile solely for flight attendant usage.

W. Locking Overhead Compartments

The Company will provide locking overhead compartments on all aircraft.

X. Deadhead

1. A flight attendant deadheading will be considered on duty. S/he is encouraged to travel out of uniform. Deadhead attire will be in accordance with Company regulations for First Class business attire as specified for mid-week pass travel.
2. In accordance with the Company's non-revenue travel policy a flight attendant deadheading shall be provided first class accommodations when available.
3. Pairings shall be constructed to provide that a flight attendant shall deadhead on-line on the most direct route available and all such travel accommodations shall be "must ride." In addition, pairings shall also be constructed to

provide that a flight attendant deadheading to her/his base at the conclusion of a trip shall travel on-line on the first available flight.

- a. Crewmembers deadheading to operate a flight will be boarded by order of chain of command.
 - i. Captain
 - ii. First Officer
 - iii. Second Officer
 - iv. ISM/FSC
 - v. Remaining flight attendants in order of Company seniority
 - b. Crewmembers deadheading upon completion of a flight will be boarded in the following order:
 - i. Captain
 - ii. Remaining crew members in order of Company seniority
4. Crew Scheduling will provide deadheading flight attendants advanced seat assignments according to the following priorities:
- a. Overwing emergency exit rows.
 - b. If seating in emergency rows is unavailable, or if the deadhead is unscheduled, seating will be assigned first in aisle seats, then in window seats, and only if neither is available, in any other available seats.

- c. If more than one deadheading flight attendant is scheduled on a flight, additional deadheading flight attendants will be assigned a block of seats near another emergency exit.
- 5. Flight attendants shall be required to deadhead by air only on U.S. carriers operating under FAR Part 121, or scheduled carriers under FAR Part 135 (or successor regulations) or foreign air carriers who are members of IATA, or with the flight attendant's concurrence, comparable air carriers (e.g., Lear Jet operators).
- Y. The Company will provide the Union with copies of official notices and postings pertaining to flight attendants and any document which is posted in the flight attendant briefing books.
- Z. A Captain may authorize accommodation of multiple cabin jumpseat riders in available passenger seats after all non-revenue passengers have been accommodated.

SECTION 5 - CLASSIFICATIONS OF WORK

The number of employees in each classification will be established by the Company in accordance with the normal requirements and needs of the service. The two classifications of employees will be Flight Attendants and International Service Managers.

A. Flight Attendant

1. General

The work of a flight attendant shall consist of and include all work generally recognized as traditional flight attendant duties performed on the ground and inflight. The flight attendant shall be familiar with all FAA regulations for the safety of the passengers and aircraft. The flight attendant shall be familiar with and responsible for performing all enroute cabin service. The flight attendant will assist passengers with the completion of customs and immigration forms when necessary. The flight attendant shall carry out all such duties as required for the safety and comfort of the passenger.

2. Language Specialist

A Language Specialist shall be capable of performing all duties of a flight attendant. The Language Specialist shall be fluent in speaking the language which qualifies her/him for the Language Specialty group. The Language Specialist will be required to assist passengers

with the completion of customs and immigration forms and other necessary customer service translation information. The Language Specialist will make announcements over the public address system on the flight as required when directed by the International Service Manager/Flight Service Coordinator.

Positions in the Language Specialty group shall be filled by bid from qualified flight attendants in the flight attendant classification. A successful bid in the Language Specialty seniority group will not be permitted to bid out of that seniority group for one (1) year except to a higher classification. All vacancies will be filled by bids on file the day before the vacancy is announced.

The Company will have the ability to recruit new hire flight attendants with specified language and cultural knowledge to be assigned to a mandatory three (3) year period of active service. In the event the flight attendant cannot be immediately assigned to a Language Specialty Base, the mandatory three (3) year period will commence when the flight attendant is hired or qualifies as a Language Specialist. Once the three (3) year commitment has been satisfied the flight attendant's status will be covered by the voluntary bid program described above.

B. International Service Manager

The work of an International Service Manager (ISM) shall consist of and include, and s/he shall be responsible

for, leading and directing the work of other employees in the flight attendant classification on the aircraft. The International Service Manager shall be familiar with the duties of the flight attendant classification and will be capable of performing such duties. The International Service Manager will assist the flight attendants in the performance of their duties. The International Service Manager will have the principal responsibility 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 International Service Manager shall be responsible for all cash from all such transactions in accordance with Company requirements. In addition, the International Service Manager 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.

Effective with the signing of this Agreement, the Company may establish a language ability requirement in the selection of an ISM.

1. The Company would like to assist flight attendants in preparing themselves to assume leadership responsibilities through the International Service Manager position. The ISM position will require a minimum commitment of twelve (12) consecutive months.
 - a. ISMs who leave the classification, except as a result of a reduction in force, or an authorized leave of absence, who later wish to re-enter the classification must reapply, and if accepted will not be credited for prior ISM seniority.

- b. ISMs who are removed from the classification for cause, including poor work performance, who later wish to re-enter the program must re-apply, and if accepted will not be credited for prior ISM seniority.
 - c. ISMs who leave the classification as a result of a reduction in force and who re-enter the classification when recalled shall retain all prior ISM seniority. To retain ISM seniority s/he must accept the next ISM position offered to her/him after recall.
 - d. Consecutive service may be interrupted without penalty by an authorized leave of absence. ISM seniority will accrue during authorized leaves of absence.
2. In the absence of an International Service Manager, a Flight Service Coordinator will be utilized from the flight attendants on that flight and the selection will be made by senior option. No flight attendant with less than one year of active seniority will be required to take the ISM/FSC position unless each flight attendant on the crew has less than one (1) year of seniority.

C. ISM Program Leaves

- 1. Eligibility and types of Program leaves
 - a. An ISM who has completed at least three (3) years in the program and who

desires to take a leave from the ISM program must submit a written request to Inflight Administration.

- b. An ISM may request a Program leave for:
 - i. one (1) bid month,
 - ii. two (2) bid months, or
 - iii. for an indefinite period.
 - c. Program leave requests must be submitted no later than the first day of the month prior to the bid month(s) for which the leave is desired.
- 2.
- a. Program leave requests will be granted in seniority order to the extent that the staffing needs of the operation will reasonably allow.
 - b. It is understood that the anticipated staffing needs of the operation may be such that some or all indefinite Program leaves must be denied while one (1) and two (2) month leaves can be granted. In that circumstance, requests for one (1) and two (2) month leaves will have priority over indefinite Program leaves. Similarly, it may be possible to grant one (1) month Program leaves, but necessary to deny two (2) month Program leaves.
- 3.
- a. An ISM on a Program leave will bid and fly as a regular flight attendant, using her/his flight attendant bid seniority.

- b. An ISM on a Program leave may pick up an ISM trip in accordance with Section 7.F.5.b.2

- 4. An ISM on a Program leave will receive no ISM pay or premiums. S/he will be paid her/his regular flight attendant rate of pay, except that an ISM on a one (1) or two (2) month Program leave who picks up an ISM trip in accordance with Section 7.F.5.b.2 will be paid her/his ISM pay for that trip.

- 5. Returning from a Program leave
 - a. An ISM returning from a Program leave of two (2) bid months or less in duration will return to her/his ISM position on the first day of the bid month following the leave, so long as her/his seniority continues to permit her/him to hold an ISM position. S/he must file an ISM bid in the month prior to her/his return. If s/he is unable to bid or fails to bid before returning to duty, s/he will be awarded the first numerically unawarded ISM line in seniority order.

 - b. An ISM who desires to return from a Program leave of more than two (2) bid months in duration may only return to an ISM vacancy. The returning ISM cannot bump any other active ISM, but will receive the next available ISM vacancy to which his/her seniority entitles him/her.

- c. A flight attendant who voluntarily left the ISM program, except as the result of a Program leave or a reduction in force, who later wishes to re-enter the program must re-apply.

- 6. Effect on seniority
 - a. An ISM returning to the ISM program from Program leave of two (2) bid months or less in duration will return to her/his ISM position with no break in her/his ISM seniority.
 - b. An ISM who returns from a Program leave of more than two (2) bid months in duration will be credited with all prior ISM service.
 - c. A flight attendant who voluntarily left the ISM program, except as a result of a Program leave, who later reenters the program will not receive credit for prior ISM service.

SECTION 6 - COMPENSATION

A. Hourly Base Pay Rates

1. Flight attendants will be paid the following hourly base pay rates for all credited hours. The hourly base pay rates will be determined by their seniority for pay purposes.

	<u>6/1/2006</u>		<u>6/1/2006</u>
1 st Year	\$19.50	9 th Year	\$37.85
2 nd Year	\$23.07	10 th Year	\$39.88
3 rd Year	\$24.36	11 th Year	\$41.01
4 th Year	\$26.28	12 th Year	\$43.05
5 th Year	\$28.19	13 th Year	\$44.62
6 th Year	\$32.70	14 th Year	\$46.60
7 th Year	\$34.75	15 th Year	\$50.03
8 th Year	\$36.52	16 th Year*	\$52.00

* 16th Year rate effective January 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:

1 st year	\$18.00
2 nd year	20.00
3 rd year	22.50

B. Hourly Incentive Pay Rates

1. Flight attendants will receive an hourly incentive pay rate as listed below in lieu of the

hourly base pay rate for all flight hours actually worked, including deadhead, Airport Alert, and vacation hours, in excess of seventy-five hours (75:00) per month up to a maximum of one hundred twenty hours (120:00) per month.

	<u>6/1/2006</u>		<u>6/1/2006</u>
1 st Year	\$24.50	9 th Year	\$42.85
2 nd Year	\$28.07	10 th Year	\$44.88
3 rd Year	\$29.36	11 th Year	\$46.01
4 th Year	\$31.28	12 th Year	\$48.05
5 th Year	\$33.19	13 th Year	\$49.62
6 th Year	\$37.70	14 th Year	\$51.60
7 th Year	\$39.75	15 th Year	\$55.03
8 th Year	\$41.52	16 th Year*	\$57.00

*16th year rate effective January 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:

1 st year	\$23.00
2 nd year	25.00
3 rd year	27.50

C. Starlight Pay

Flight attendants shall receive an additional fifty cents (\$0.50) for each block hour (pro-rated 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.

D. 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 than were 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.

E. International Service Managers (ISM)

1. For flight attendants entering the International Service Manager classification after the effective date of this Agreement, compensation rates Based on continuous length of service as an ISM in the classification, will be as follows:

1st ISM year: 20% above base rate as forth in A.1 above not to exceed \$5.50 per flight hour.

2nd ISM year: 25% above base rate as set forth in A.1 above not to exceed \$6.50 per flight hour.

2. In addition to any other premium pay, an ISM will receive an additional one dollar (\$1.00) flight pay per credit hour.
3. The date flight attendants enter the ISM classification will be considered their ISM classification seniority date.

F. Pay

1. On the first (1st) day of each month a flight attendant shall be issued a paycheck in an amount equal to fifty hours (50:00) (twenty-five hours (25:00) for jobshare flight attendants) pay at the appropriate base pay hourly rate.
2. On the sixteenth (16th) day of each month a flight attendant shall be issued a pay/expense check containing:
 - a) pay earned in excess of fifty hours (50:00) for the previous month, and
 - b) other claims for pay submitted for the prior month if submitted by the first day of the current month, and
 - c) all per diem due for the previous month.
3. Compensation due on the sixteenth (16th) shall be reduced in an amount equal to any reduction(s) in compensation incurred for the previous month.

G. Reserve Guarantee

1. Flight attendants and ISMs on reserve status for a full calendar month shall be paid all compensation s/he actually earned or the value of seventy-five hours (75:00) at the applicable base rate, and five hours (5:00) credit at her/his incentive rate. The monthly guarantee for Reserve Language Specialists will be calculated at their flight attendant rate plus their Language Specialist premium.
2. The monthly guarantee for Reserve flight attendants and Reserve ISMs will be reduced by three hours (3:00) for each day the Reserve is unavailable for duty.

H. Paycheck/Vouchers

1. The Company shall make each flight attendant's paycheck available on the first (1st) and sixteenth (16th) day of each month during office hours. The Company shall provide direct deposit of paychecks upon written request by the flight attendant. This provision is contingent upon the existence and acceptance of direct deposit agreement(s) with financial institution(s).
2. Any errors in paychecks in excess of fifty dollars (\$50.00) gross amount shall 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 in the next regular pay period.

3. Flight attendants shall be furnished a written itemized statement of all wages and deductions made for each pay period on their paycheck stubs.

- I. Although all employees are normally expected to be available for a full schedule, flight attendants are only required, subject to operational needs and Company approval, to maintain a minimum of fifty hours (50:00) line projection, except jobshares and half-month leaves which shall be twenty-five hours (25:00).

- J. On flight segments where Flight Service Coordinators (FSCs) are utilized, the Flight Service Coordinator shall receive two dollars (\$2.00) for each block hour actually worked in the FSC position on aircraft with 160 or fewer customer seats; or three dollars (\$3.00) on aircraft with more than 160 customer seats.

- K. 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 an established percentage of total Duty Free sales on international flight segments. Duty Free commissions will be distributed equally among all flight attendants working the flight.

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

- M. For each day of special assignment to non-flying duty (not including light duty), publicity, or promotional assignment a flight attendant will be paid four hours (4:00), except that a flight attendant who is on special

assignment to non-flying duty, publicity or promotional assignment for a full bid month shall receive no less than ninety hours (90:00) pay.

- N. Lineholders will receive four hours (4:00) of pay credit, or actual flight hours, whichever is greater for an “RO” day. “RO” days will not be used for reassignments.
- O. In recognition of the contributions of its employees, the Company intends to reward its employees by sharing the profits from its operations, and has established profit sharing plans and performance bonus plans for such purpose. While the Company reserves the right to develop, modify and/or delete such plans, it will discuss such plans with the Union prior to implementation.
- P. Flight attendants will receive fifty percent (50%) pay and full credit 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 pay for all deadhead by air and ferry time.
- Q. Flight attendants who are hired as Language Specialists as provided in Section 5.A.2 of this Agreement will receive a premium of three dollars (\$3.00) per hour for all credited hours during the mandatory first three (3) years of service as a Language Specialist. Thereafter, Language Specialists who voluntarily remain in a Language Specialty seniority grouping will receive a premium of five dollars (\$5.00) per hour for all credited hours. Flight attendants who leave the Language Specialist program and later return will receive credit for their prior service for purposes of this paragraph.

In addition, the Company will provide a basic language incentive premium pursuant to the letter of agreement

contained herein. A flight attendant will be eligible for either the Language Specialist or the Basic Language Premium, but not both.

R. Flight attendants shall be paid fifteen dollars per hour pro rata by minute, for all unscheduled ground time in excess of thirty (30) minutes if required to remain with passengers or perform customer service duties.

S. For each on-duty period, except as provided in Section 7.H.23, a flight attendant will receive no less than four hours (4:00) flight pay and flight time credit. (Duty period minimum).

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

U. Drug/Alcohol Testing Pay

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

V. Galley Pay

Effective on the date of signing of this Agreement, flight attendants working galley positions on B-757 or widebody (2 aisle) aircraft, will receive an additional fifty cents (\$0.50) (effective July 1, 2002, one dollar (\$1.00)) for each block hour (pro-rated for partial hours) actually flown on such trips.

SECTION 7 - SCHEDULING

A. Line Construction

1. Bid lines shall be constructed not to exceed ninety-seven credited flight hours (97:00). During the term of this agreement, the Company agrees to make improvements in scheduling practices as well as make every reasonable effort to meet staffing requirements to the needs of the service. In addition, the Company will maintain pre-constructed bid lines for the flight attendant seniority group. Flight attendants awarded any line of less than seventy hours (70:00) will be pay protected to seventy hours (70:00).
2. Continental Micronesia agrees to refrain from implementing any new bid system without first entering into agreement with the IAM. Continental Micronesia further agrees that it will notify the Union and invite its assistance and comments regarding the particular system to be selected and the method of introduction and implementation.
3. 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 contain "R" days, and will not change after bids are posted. However, if a vacation slot is dropped due to a leave of absence, resignation, etc., that vacation relief line will no longer be valid. Remaining vacation time will

be placed in open time to be used for adjustments, trip trades, and/or move-up lines.

4. Reserve bid lines may include, but are not limited to, Airport Alert duty and Charter Reserve.
5. Flight attendants available for a full bid month will have a minimum of eight (8) days off at their base.
6. 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.
7. Relief from all duty for not less than one (1) twenty-four (24) hour period will be provided to each flight attendant during any seven (7) consecutive calendar days.
8. If a flight attendant loses a minimum day(s) off or set of days 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 days 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, unless they have indicated a desire not to be assigned such lines, these additional lines will be awarded in seniority order to Reserve flight attendants. The lines will not be constructed to exceed ninety-seven pay and credited flight hours (97:00) in accordance with paragraph A.1 above, 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 in the CCS system 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 all bases, (forty-five minutes (:45) on board aircraft);

Forty-five minutes (:45) at all layover points.

- c. When boarding requirements make it necessary, the Company may designate in the monthly bid packets, flight segments having check-in and on-board times fifteen minutes (:15) earlier than designated above. Before designating any flight segment for this advance check-in, the Company will advise the Union and provide an opportunity to meet and confer regarding such designation. Flight attendants assigned to such flights shall receive a premium equal to fifteen minutes (:15) pay at the rate provided in Section 6.S.
 - 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 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 7.B.1.
 4. If a flight attendant is more than fifteen minutes (:15) late for her/his required check-in time, a

Reserve will be assigned the open trip and the flight attendant will be replaced. The flight attendant will receive a report late if s/he arrives before scheduled departure. A flight attendant 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, flight attendants may elect to check-in at the deadhead destination base, which will be his/her 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.
6. 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 who has given Scheduling at least forty-eight hours (48:00) advance notice shall receive her/his regular pay for the scheduled deadhead segment. If the flight attendant was scheduled for the deadhead less than forty-eight hours (48:00) prior to its scheduled departure s/he shall be entitled to pay for the scheduled deadhead without regard to the amount of notice provided to Scheduling.

7. Duty Limitations

- a. The maximum duty limitations shall be sixteen hours (16:00) scheduled; seventeen hours and thirty minutes (17:30) actual.
- b. 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. Scheduled Rest Periods

Flight attendants will be scheduled for minimum rest periods of ten hours (10:00) release to report.

10. Flight attendants' actual rest periods may not be less than:

a. Nine hours (9:00) block in to block out at their base.

b. Eight hours and forty-five minutes (8:45) block in to block out at a layover station.

11. Flight attendants scheduled for a duty day of fourteen hours and one minute (14:01) to sixteen hours (16:00) hours will be scheduled for the following minimum rest period:

a. Twelve hours (12:00) free from duty.

b. Ten hours (10:00) free from duty provided next rest period is fourteen (14:00) hours free from duty.

12. 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 H.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 paragraphs B.9-11 above.

C. 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, determining 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. Under extraordinary circumstances, all lines may be rebulletined 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.
6. 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.
7. 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.
8. 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.

9. Bid packets shall be distributed in each domicile no later than the fifteenth (15th) of each month unless unusual circumstances prevent such timely distribution. Bids shall close no earlier than six (6) days after distribution.

D. 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. In the event the flight attendant is unable to fly the first trip(s) in the new bid period, s/he will be subject to adjustment if the removal of the conflicting trip reduces the flight attendant's monthly minimum below seventy hours (70:00).
3. A flight attendant who is subject to adjustment shall have the option of using the self-adjustment window. The self-adjustment window will occur during the adjustment period.
4. If the flight attendant fails to self-adjust, the Company may assign her/him to a trip(s) from open time to restore the flight attendant's projection up to a minimum of seventy hours (70:00) plus or minus three hours (3:00).
5. Adjustments, whether self-adjustment or adjustment by the Company, will comply with the following:

- a. Adjustments will be made to comply with minimum rest periods and on-duty limitations.
- b. Unless they elect not to be adjusted, flight attendants with scheduled vacation periods may have their lines adjusted in the same manner as month-to-month adjustments to restore the flight attendant's original line projection up to a minimum of seventy hours (70:00) plus or minus three hours ($\pm 3:00$).
- c. Jobshares and Partners 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-five hours (35:00). Jobshares, Partners, and half month leaves will be adjusted down if they exceed fifty-five hours (55:00).
- d. 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.
- e. 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.

E. Language Specialty Provisions

1. Flight attendants who are staffed in a Language Specialty Base shall have one (1) language designated as their "Primary" language.
2. Pick up of open time in a Language Specialty Base by flight attendants not having a language qualification may be denied if Scheduling anticipates that Language Specialty Base Reserves will be used to cover the trip.
3. A Language Specialty Base Reserve who has been assigned to a trip requiring her/his primary language qualification may only be displaced or opted out by a Lineholder holding the same primary language qualification.
4. Regardless of any other provision herein, leaves, jobshares, reductions and displacements, and transfers into Language Specialty Bases shall be awarded to Language Specialists 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 Language Specialists having the required primary language qualification.

F. Adding, Dropping or Trading Trips

1. Flight attendants may (personal) drop a trip pairing subject to approval by supervisor/scheduling and subject to operational

requirements. Requests will be granted on a first come, first served basis. The drops may not reduce the flight attendant's projection below fifty hours (50:00).

2. 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 Lineholder(s) may take or opt off the trip. However, Language Specialists 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 Language Specialists, the senior Language Specialist 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 7.F.6. The surplus flight attendant (who is either bumped off or who opts off the trip) will be paid in accordance with the provisions of Section 7.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(s) must be given the day(s) off within ninety (90) days after the original day 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 provided her/his monthly minimum does not go below fifty hours (50:00). 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.

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 7.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. Trip trades between flight attendants within their respective bases will be permitted as soon after lines have been awarded and published as is reasonably practical.
 2. Minimum days off, minimum rest and maximum duty limitations will apply. The fifty-hour (50:00) (twenty-five hours (25:00) for jobshares—and half-month leaves) minimum must be maintained. Jobshare and half-month leave flight attendants may not exceed fifty-five hours (55:00).
 3. Trip pick-ups and trip trades where the trip being dropped occurs after 12:00 noon on the day following the trip being picked up may be requested at any time prior to check-in. All other requests for trades must be made through the computer at least one (1) calendar day before scheduled departure time of the first trip. Trades, other than with open time, may also be requested up to six hours (6:00) prior to check in through the trip trade exception line.

4. A trade between two (2) qualified flight attendants on the same trip pairing may be requested at check in, even if it involves the Flight Service Coordinator position.
5. If the Flight Service Coordinator position is picked up from open time, seniority option shall be permitted among qualified 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 Lineholders and Reserves. Line trades will be permitted even if vacation is involved with either line provided the line trade is made prior to the adjustment period. Line trade requests must be submitted one (1) calendar day local time before the first day of the new bid month.

8. Trip trade requests must be for trips originating in the same bid month. No month to month trades are allowed.
9. A Lineholder may displace a Reserve flight attendant assigned to a trip(s) at any time up to eight hours (8:00) before the departure time, except as provided in Section 7.F.6. below.
10. 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. However, the fifty-hour (50:00) monthly minimum (twenty-five hours (25:00) for jobshares and half-month leaves) must be maintained. 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 (“redeploy 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.

11. Open time trades may involve multiple trip pairings.
12. There must be a minimum of one and one-half hours (1½) block-in to block-out between trip pairings scheduled for the same duty period.
13. Trip trades with open time will be allowed only when sufficient Reserve coverage exists as determined by Scheduling.
14. 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.
15. 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.
16. 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:

1. Flight attendants will have unlimited trip trades with, and pickups from open time, in their base, and unlimited trip trades with other flight attendants in their base subject to the provisions of Section 7.F.5.a above.
 2. Less than fourteen hours (14:00) prior to departure, flight attendants may pick up open time in any base.
 3. Minimum days off, minimum rest and maximum duty limitations will apply. Flight attendants must maintain a fifty-hour (50:00) (twenty-five hours (25:00) for jobshares—and half-month leaves) minimum.
- c. Trades and Pick Ups Involving Language Specialists In a Language Specialty Base
1. Language Specialists in a Language Specialty Base 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 Language Specialists having the same primary designated

language in their base, subject to the provisions of Section 7.F.5.a. above.

2. Less than fourteen hours (14:00) prior to departure Language Specialists may pick up any other open time in any base, or by executing one-way trades for trips appearing on the trading flight attendant's originally awarded line.
3. Minimum days off, minimum rest and maximum duty limitations will apply. Language Specialists must maintain a fifty hour (50:00) (twenty-five hours (25:00) for job shares and half-month leaves) minimum in their primary designated language before picking up any other time.

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 7.F.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 Scheduling.
 3. Less than fourteen hours (14:00) prior to departure ISMs may pick up any trip, including a non-ISM trip, from open time in any base.
 4. Minimum days off, minimum rest and maximum duty limitations will apply. ISMs must maintain a fifty hour (50:00) (twenty-five hours (25:00) for job shares and half-month leaves) minimum of ISM trips before picking up any other 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 th	8 th	9 th
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:

	Trip 1			Trip 2		
Date:	7 th	8 th	9 th	18 th	19 th	20 th
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:

	Trip 3			Trip 4		
Date:	9 th	10 th	11 th	18 th	19 th	20 th
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 2nd), 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 7.F.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. The Reserve is assigned to a pairing and advised by Scheduling of the open position on the pairing. 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 shall not be opted out of the position. Reserve Language Specialists may only be opted by Language Specialist Lineholders. Non speaker Reserve flight attendants assigned to a Language Specialist position may be opted by a more senior Lineholder

G. Open Time

1. All unassigned time, except as defined in Section 7.A.6, will be available in each base. Load/variable staffing may be included in open time, but is not required to be. 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 Lineholder and placed in the Lineholder'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 days picked up. A trip 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 of the assigned trip if it is greater.

H. Reserve Duty

1. A reserve is always subject to reassignment.
2. All regular reserve lines will be published with ten (10) days off. 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 three (3) 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 “Call-out” Reserve. 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. Crew 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. Crew 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.
 3. Call-out Reserves will contact Crew Scheduling between 6:00p.m. and 11:59 p.m., local

time, on the day before each scheduled block of work days for assignment. If a Call-out Reserve fails to call in for assignment pursuant to this subparagraph, such Reserve shall be converted to Ready Reserve status for the scheduled block of reserve days. Such conversion shall not be considered as part of the limitations set forth in subparagraph 2. above.

- 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. Flight attendants may indicate their preferences for either an am or pm notification period.
 - d. The first three (3) days of each bid period, during Thanksgiving and Christmas holidays; three (3) days before Thanksgiving, three (3) days after Thanksgiving and Thanksgiving Day, December 21 to January 4, respectively; during Chinese New Year and Golden Week will be Ready Reserve period(s). All Reserves will be Ready Reserves during the above periods. Such periods to be designated in the affected months' bid packet.
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 Language Specialist 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.
 - f. Equalization of duty periods assigned.
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 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 (0:20). 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, provided both days off are in the same bid period (one way trades of reserve days off are not allowed).
 - a. Trades may be done anytime during the month, however, the request must be made at least one (1) calendar day local time prior to the day to be traded.
 - b. Reserves must maintain availability for the shortest trip in their base.
 - c. When a Reserve elects to trade an immovable day(s) off, only the traded day(s) will become a movable day(s) off.
 - d. A Reserve flight attendant will have unlimited trades with the Reserve availability pool. Reserve pool trades will start after the adjustment period ends.

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 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 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.
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, or pay equal to the duration of the alert assignment, whichever is greater. 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 (i) four hours (4:00) pay, or (ii) pay equal to the duration of the alert assignment, or (iii) two hours (2:00) pay plus flight time, whichever of the three is greatest. 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. 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. Reserve flight attendants picking up trips pursuant to this paragraph may not be displaced by lineholders, and will be released to check-in.

- b. A call into Scheduling must be accomplished between 1600 and 1800 local time. These trip pick-ups may be denied if incompatible with the number of duty day(s) or when the Reserve is at or above seventy credit hours (70:00) in the month. Reserves who pick up trips in this manner will be released to check-in and are not subject to displacement by a senior bid line holder, but may be subject to reassignment in accordance with paragraph 7.K (for example, if the trip has been cancelled). A pickup may only be denied when necessary to equalize duty periods (leveling) between reserves.
- c. 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 Guam 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 7.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 reserve window and are subsequently bumped prior to the assignment window will be allowed to pick up another trip that satisfies the parameters set forth in Section 7.H.10.c of this 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 1800 GUM Local time.

12. All Call-out reserves not previously given an assignment for the following day are required to call the assignment VRS between 2100 and 2400 GUM Local time on the evening before returning to duty from day(s) off, vacation, leave or any other absence 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 2100 and 2400 GUM Local time prior to a day of duty shall be converted to Ready reserve for the remainder of her/his scheduled block of reserve days. Such conversion shall not be considered as part of the limitation set forth in paragraph 7.H.3.b.2.
13. Ready reserves must call the VRS between 2100 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. Within thirty minutes (0:30) 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. Scheduling will attempt to assign all next day unassigned trips and alert assignments to Reserve flight attendants between 1900 and 2200 local time. Reserve flight attendants who are given an assignment will be given the pairing number unless it is a pairing not contained in the monthly schedules. In that case Scheduling will advise the Reserve of the complete assignment including layover points, length of layover, length of duty day and scheduled return to base. Scheduling will not assign a specific working position to a Reserve flight attendant. Scheduling will advise the Reserve flight attendant of the open position(s) on the pairing.
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 makeup occurs is subject to mutual agreement. When a lost day is made up in this manner, three hours (3:00) will be returned to the flight attendant's reserve guarantee.
20. At the time a Reserve flight attendant becomes a Lineholder, 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 carryover trips unless the resulting loss reduces the flight attendant's day(s) 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.
 - a. Reserves must call Scheduling to remove themselves from duty when they are ill. The call must be made as soon as the reserve knows that s/he will be unable to perform her/his reserve obligations.
 - b. 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 Lineholder after reporting to the airport and is not reassigned, s/he shall receive two hours (2:00) pay credit instead of DPM. Her/his 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 her/his 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 her/his day off restored in accordance with Section 7.F.3, provided s/he maintains minimum reserve days off. In the event a Reserve flight attendant has an assignment which carries into her/his day off, s/he shall be given the day off unless the Company has to roll such day due to operational requirements.
25. When a crew consists of all reserve flight attendants, the crew positions shall be selected in seniority order.

I. Will Fly and Premium Flying Lists

Scheduling may begin the trip assignment process no more than thirty-six hours (36:00) prior to the scheduled departure of the trip(s) to be assigned. Trips shall be assigned using the lists described below, reserves, and if no volunteers and no reserves are available, drafting.

1. The Company will maintain a list of flight attendants who desire to be available for the voluntary assignment of flying (the “Will Fly List”). Scheduling may proffer open time flying to flight attendants on the Will Fly list, but a flight attendant to whom such flying is proffered may decline the trip.

2. Scheduling will also maintain a list of flight attendants who desire to be available for premium pay flying (the “Premium Flying List”). The premium for such flying shall be the same as the premium paid for involuntary drafting under 6.U. Flight attendants on the Premium Flying list may not decline flight assignments.

J. Drafting

Drafting is the mandatory assignment of 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 utilize drafting to assign open time twelve hours (12:00) before a flight is scheduled to depart 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 her/his 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 her/his 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 Lineholder 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 of twenty-four hours (24:00) or less prior to 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. Elect to be relieved of all assignment responsibility, without pay, or
- b. Accept a replacement trip(s) reassignment from Scheduling and be pay protected for the greater of the trip, lost or flown.

- c. If no or insufficient time is available, s/he will be paid and credited for the time lost less any makeup time flown.
 - d. If a Severe Weather Action Plan (SWAP) is in effect, the Company may have up to four hours (4:00) past the time the original trip was scheduled to depart to provide a replacement pairing.
 - e. When a flight attendant becomes ineligible for her/his 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 this Section 7.K.1.
2. Notice of more than twenty-four hours (24:00) prior to departure:

At the time of notification:

- a. accept a replacement trip(s) reassignment or be relieved of reassignment with no loss of pay in either situation, or
- b. If Scheduling concurs, the flight attendant could be released from any reassignment without pay.
- c. Should such notification be given during the last seven (7) days of her/his bid line, the flight attendant will be paid and

credited for flight time lost, irrespective of paragraph 7.K.3. and 4 below, provided:

1. There is no open time available at the time of notification which the flight attendant can pick up during the last seven (7) days of the monthly bid line without regard to the legality of her/his following month's bid line; or
 2. There is no sufficient free time from duty for the flight attendant to recover the lost trip or portion thereof.
 3. Should the flight attendant lose flight time due to the lack of sufficient open time available, s/he will be, paid and credited for the difference between the value of the trip flown and scheduled flight time lost.
3. Reassignments at domicile 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.
 - 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. Reassignments may be a combination of multiple and/or single duty periods.

- c. Reassignments must be done within two (2) hours following the notification to the flight attendant(s) of the trip loss. Reassignments will be offered in accordance with seniority.
 - d. Reassignments will be for pay purposes paid and credited for the value of the trip flown or the time lost, whichever is greater.
4. 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, if s/he so requests within twenty-four (24) hours of losing the day off, or will receive five hours (5:00) pay credit in lieu of restoring the day off (providing s/he maintains the eight (8) day off minimum).

- 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 or more hours (4:00) 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 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.

L. Notification

Whenever possible, Scheduling will notify flight attendants of cancellations, equipment substitutions or delays over thirty minutes (0:30). 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 ISM or FSC position 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 twenty-four hours (24:00) free from duty in any seven (7) consecutive calendar days 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 on the last segment of a duty period. A flight attendant who waives limitations, and who would have received a restored day off had s/he elected not

to waive such limitations, shall receive the restored day off, just as if s/he had not waived the limitations.

- N. When irregular operations require flight attendants to remain in an unscheduled location or to stay in an unscheduled hotel the Company will provide each flight attendant on the crew a means to contact a person at their place of residence (for example pre-paid phone cards may be provided) to advise them of the changed circumstances

SECTION 8 - REQUIRED MEETINGS & TRAINING

- A. Flight attendants may be required to attend general meetings. Meeting will be scheduled into bid lines whenever possible. In no event will they be scheduled with less than seven (7) days notice. General meetings which are required will be with compensation as follows:
1. On a day scheduled to fly, a Lineholder will receive full pay and credit for the trip(s) or trip pairing(s) missed. On a day not scheduled to fly, a Lineholder will receive two hours and fifteen minutes (2:15) flight time pay and credit effective on the day before the amendable date of this Agreement, on a day not scheduled to fly, a Bid Line Holder will receive two hours and thirty minutes (2:30) flight time pay and credit;
 2. Flight attendants who do not hold a Bid Line will receive two hours and fifteen minutes (2:15) flight time pay and credit effective on the day before the amendable date of this Agreement, flight attendants who do not hold a Bid Line will receive two hours and thirty minutes (2:30) flight time pay and credit.
- B. When the Company directs a flight attendant to attend training or meeting(s) away from her/his domicile, s/he will receive fee-waived positive space (PS5B or equivalent) Company Business passes from either her/his home or domicile to and from the training or

meetings. When returning to domicile from such training or meetings, if necessary to return to duty on the same or the following day, the pass will be designated as “must ride.” If a flight attendant who is returning to domicile is not scheduled for duty in the same day or the following day or if the Company elects not to designate the pass as “must ride” and the flight attendant is required to remain at the training site for additional day(s), s/he shall receive one (1) day’s training pay (four hours and fifteen minutes (4:15)) for each additional calendar day that s/he is required to remain at the training site, and for each such day, the Company shall provide suitable hotel accommodations and expenses as provided in Section 9.

- C. The provisions of Sections 7.A.6, 7.A.8, and 7.B.5 through 7.B.8 will apply to all required general meetings, and to initial new equipment and recurrent training.
- D. Flight attendants will be required to attend qualification training, both initial new equipment and recurrent. Such training will be paid as follows:
 - 1. Initial new equipment training will be paid at two hours and fifteen minutes (2:15) per day for each day a flight attendant is required to attend a scheduled classroom training session, effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) per day for each day a flight attendant is required to attend a scheduled classroom training session.
 - 2. Recurrent training will be paid at two hours and fifteen minutes (2:15) per day up to a maximum

of two (2) days for each calendar year, effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) per day up to a maximum of two (2) days for each calendar year.

3. Flight attendants who are required to drop trips in the month their recurrent training is due to attend recurrent training because training was not offered on their days off, or because they have been directed by the Company to reschedule training and are unable to do so on days off, will be allowed to elect either to be released from duty with no protection (i.e., her/his pay guarantee will be reduced accordingly) on non-training days where trips were dropped, or to be protected in accordance with the provisions of Section 7.K. A bid line holder who has elected such protection will receive full pay and credit for the trip(s) missed, or for the recurrent training plus any credit from reassigned trips, whichever is greater.

- E. Home study assignments, including computer based modules, will be paid one hour (1:00) flight time pay and credit.
- F. Initial new equipment and recurrent training will be scheduled whenever possible on days free from duty at the flight attendant's base, or with Company concurrence on "R" days during the bid period. Scheduling will adjust schedules which conflict with training to restore as closely as possible the flight attendant's originally awarded line projection.

- G. When a flight attendant is required to attend training immediately preceding or immediately following a duty period, s/he shall be paid a minimum of one hours' (1:00) pay for such training. Such training shall not exceed one hour (1:00).
- H. International Service Managers attending required training related solely to the ISM program will be paid at the rate of two hours and fifteen minutes (2:15) flight time pay and credit for each day of training, not to include travel to and from training, effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) flight time pay and credit for each day of training, not to include travel to and from training.
- I. Flight attendants are responsible for maintaining their flight qualifications by completing all required training. Failure to do will result in removal from flight status and may result in release from the Company. (For Leave of Absence rules, see Section 14.)
- J. A Union official may address new hire flight attendant training, classes for informational purposes. The Union will provide the Company an agenda for such presentation. The Company will notify the Union of the date and time for the presentation at least seven (7) days in advance. The presentation will be approximately one (1) hour. A Company representative may be present.
- K. When flight attendants are attending mandatory training away from their geographic base, the training will be available as a pairing containing deadhead segments to and from the training. Flight attendants who attend training by picking up these pairings will receive per

diem in accordance with Section 9, such per diem to start with the flight attendant's check-in for the deadhead to attend the training and ending with her/his block-in for the return deadhead segment. Flight attendants who are attending mandatory training away from their geographic base, and who elect to do so without flying such deadhead pairings will receive per diem in accordance with Section 9 from their report for training to their release from training.

SECTION 9 - 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 or restaurant charges, etc. The Company will also provide transportation between the airport and the hotel at all layover points.

- B. When a flight attendant is away from her/his domicile at a location that is not a regular layover station, or when a flight attendant is away from her/his domicile for mandatory meetings or training purposes, the Company will reimburse her/him for reasonable actual expenses not to exceed the maximum limitations as provided in the Corporate Expense guidelines unless the Company provides accommodations, meals and/or transportation at that location.

- C. Expense allowance (per diem) for time away from base, 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. Per diem in lieu of actual expenses shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour. Per diem payments for pairings that bridge two (2) bid periods will be paid in the second bid period's payroll check.

- D. The Company will provide transportation between the airport and the hotel at all layover points. Ground transportation shall be available within thirty minutes (0:30) 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., taxi) and be reimbursed in accordance with Corporate policy for such transportation expense (including gratuity).

E. In the course of working a trip, if a flight attendant's scheduled or known ground time between flights is five hours (5:00) or more (four hours (4:00) or more if the ground time begins between the hours of 2100 and 0559), s/he will be provided a hotel room at or near the airport, except that if such ground time occurs in the flight attendant's domicile accommodations shall be provided only upon a timely request by the flight attendant to Scheduling.

F. The Company, in coordination with the Union, shall maintain a list of suitable hotels, including hotels near the airport and hotels near the center of the metropolitan areas served by Continental.

G. Hotel Gainsharing

1. Flight attendants who cancel hotel rooms in accordance with the provisions of this paragraph G shall be reimbursed a portion of the resulting savings from such cancellations. The amount of such reimbursement shall be reviewed annually, but shall not be less than twenty dollars (\$20.00) for each cancelled hotel room.

2. Hotel gainsharing 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. Cancellations for Saturday, Sunday or Monday nights must be accomplished prior to 3:00 p.m., Guam time, on the preceding Friday. Cancellations for holidays or holiday weekends must be accomplished prior to 3:00 p.m. on the day before the holiday or holiday weekend.

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. Guam 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 recreated 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 G.

SECTION 10 - VACATION

A. Basis of Accrual

1. Employees will accrue vacation credits based on the number of months for which s/he received pay in the preceding year.
2. Regular vacation with pay is based on an employee's Company service date. Employees placed in service on or before the fifteenth (15th) of a month will earn vacation from the first (1st) of the month. Employees placed in service after the fifteenth (15th) of the month will earn vacation from, the first (1st) day of the following month. A flight attendant with less than one (1) year of employment prior to January 1st of any year will receive vacation credit for each month of service completed.

B. Vacation Schedule

1. At the end of the calendar year of hire, flight attendants will accrue up to seven (7) days of vacation to be taken the following year.

The vacation days will be accrued as follows:

<u>Month Hired</u>	<u>Days of Earned Vacation as of January 1 of Following Year</u>
January	7
February	6
March	6
April	5

<u>Month Hired</u>	<u>Days of Earned Vacation as of January 1 of Following Year</u>
May	5
June	4
July	4
August	3
September	2
October	2
November	1
December	0

2. At the end of the calendar year in which a flight attendant reaches her/his first (1st) anniversary, through the end of the calendar year in which s/he reaches the fourth (4th) anniversary the flight attendant will accrue seven (7) days of vacation to be taken the following year.
3. At the end of the calendar year in which the flight attendant reaches her/his fifth (5th) anniversary through the end of the calendar year in which s/he reaches the ninth (9th) anniversary, s/he will accrue fourteen (14) days of vacation for use in the following year.
4. At the end of the calendar year in which the flight attendant reaches her/his tenth (10th) through the end of the calendar year in which s/he reaches the seventeenth (17th) anniversary, s/he will accrue twenty-one (21) days of vacation for use in the following year.
5. At the end of the calendar year in which the flight attendant reaches her/his eighteenth (18th) anniversary through the end of the calendar year

in which s/he reaches the twenty-fourth (24th) anniversary, s/he will accrue twenty-eight (28) days of vacation for use in the following year.

6. At the end of the calendar year in which the flight attendant reaches her/his twenty-fifth (25th) anniversary through the end of the calendar year in which s/he reaches the twenty-ninth (29th) anniversary, s/he will accrue thirty-five (35) days of vacation for use in the following year.
7. At the end of the calendar year in which the flight attendant reaches her/his thirtieth (30th) and subsequent anniversaries, s/he will accrue thirty-seven (37) days of vacation for use in the following year.
8. A flight attendant may, during the vacation election period, elect to take seven (7) additional days of vacation. Flight attendants electing to take the additional week of vacation will either take the additional seven (7) days as unpaid vacation or elect to have one hour and forty-five minutes (1:45) pay deducted from their earnings each month to pay for the additional vacation week. Effective on the day before the amendable date of this Agreement, flight attendants electing to take the additional week of vacation will either take the additional seven (7) days as unpaid vacation or elect to have one hour and fifty-four minutes (1:54) pay deducted from their earnings each month to pay for the vacation week.

For ease of reference, the chart below indicates the vacation available to be taken in accordance with paragraphs 1 through 8 above:

<u>Completed Yrs Service</u>	<u>Base Vacation Accrual</u>	<u>Vacation Plus Optional Week</u>
1 – 4	7 Days	14 Days
5 – 9	14 Days	21 Days
10 – 17	21 Days	28 Days
18 – 24	28 Days	35 Days
25 – 29	35 Days	42 Days
30 and above	37 Days	44 Days

C. Vacation Pay

Vacation time off will be paid and credited at the rate of three hours (3:00) per day, or the total value of the scheduled time, including applicable duty period minimum, actually within the vacation period, whichever is greater. Effective on the day before the amendable date of this Agreement, paid vacation will be paid at a rate of three hours and fifteen minutes (3:15) per day or the total value of the scheduled time, including applicable duty period minimum, actually within the vacation period, whichever is greater.

D. Vacation Administration

1. The vacation bidding process will begin no later than the tenth (10th) day of September for the following year. Bids will close no later than the fifth (5th) of October. Vacation bid awards will be posted no later than October 15. Flight attendants will have thirty (30) days to resolve any dispute over the vacation bid results. On

November 16, the list will be final. All vacations will be awarded in seniority order in the seniority grouping in the classification within each base. A flight attendant may elect to split her/his vacation into periods of not less than seven (7) days each. If the number of vacation days is not equally divisible by seven (7), the flight attendant may have one (1) vacation period of less than seven (7) days.

2. Except for those on Jobshares , flight attendants who receive less than fifty hours' (50:00) pay for a bid period will have their vacation accruals reduced by 1/12th the applicable annual accrual.
3. Vacation deferrals
 - a. Vacation may be deferred if the needs of the service require. Vacations deferred by the Company may either be rescheduled from available vacation periods or, at the flight attendant's request, be paid off.
 - b. A flight attendant who elects not to be paid off for her deferred vacation may choose a vacation, in seniority order, from time available or made available in the remainder of the year of the cancellation. Vacations must be taken within the calendar year following accrual unless advance approval to defer is given by the Company. Deferred vacation shall retain its original value.

- c. Before a flight attendant's vacation may be canceled, volunteers in the base will be solicited who are willing to change their vacation. If there are not enough volunteers, then flight attendant vacations in the base will be canceled in reverse order of seniority. If a vacation is canceled, a flight attendant will be given at least thirty (30) days advance notice unless s/he agrees to a shorter notice.
 - d. If a flight attendant's vacation has been canceled by the Company and s/he has incurred non-refundable expenses (i.e., deposits, etc.), the Company will reimburse the flight attendant for those expenses.
4. Vacation periods may be exchanged by a flight attendant with another flight attendant provided such request is submitted in writing fifteen (15) days prior to the earlier of the calendar months involved in the trade. Flight attendants may exchange a vacation period with an open vacation period provided such request is submitted in writing twenty (20) days prior to the earlier of the calendar months involved in the trade.
5. Subject to the operational needs of the Company, a flight attendant will be given the opportunity to move her/his vacation plus (+) or minus (-) three (3) days, except that the movement of the vacation may not cause it to crossover from one (1) bid period to another. If the movement of a vacation is into or within a

blocked period (holiday times, etc.) it will be considered and granted if staffing permits. All requests for vacation slides must be received before the close of the adjustment period for the month in which the vacation is to occur. Reserve flight attendants will be provided an opportunity before the close of the adjustment period to request a vacation slide to maximize their days off in the remaining portion of their vacation month.

6. A flight attendant who changes bases will retain her/his vacation period(s). In the case of a new base opening, the flight attendants may be required to rebid for her/his remaining vacation day(s).
7. Not later than one calendar day before her/his vacation begins, a flight attendant who is scheduled for jury duty, medical or O.I. leave, may defer her/his vacation until later in the year. When s/he returns to work, s/he will choose from available vacation periods. If no vacation period is open, s/he will be paid on the January 16 paycheck of the following year at the rate applicable in December.
8. The Company will post, with the vacation bid form, the number of available vacation bid slots for each vacation period in each month. The number of vacation bid slots available for each vacation period in each month shall be determined by the Company, taking into account the projected operations and flight attendant availability (projected headcount, attrition, and absence, etc.)

E. Vacation Bid Month

1. Flight attendants who wish to fly during their scheduled vacation periods may submit vacation option forms to opt to fly during their scheduled vacation. Vacation option forms must be submitted no later than the tenth (10th) of the month prior to the month for which the vacation is scheduled.
2. Flight attendants who choose to fly during their scheduled vacation period (flying all trips) will be paid for all trips flown during the vacation period in addition to vacation pay. Vacation fly through hours will be included in line projections.

F. Vacation 401(k) Contributions

A flight attendant may, during the annual benefits enrollment elect to “sell” one or two weeks of regular vacation accrued for use in the following year, to be contributed to her/his 401(k) Savings Plan account in lieu of taking the vacation. The maximum vacation contribution for any year shall be two (2) weeks of vacation. Contributions shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits.

G. Vacation Payments Upon Termination

1. A flight attendant who leaves the Company either voluntarily or involuntarily will receive full payment only for unused vacation time credited from the previous year.

2. A flight attendant who has not completed eight (8) months of company service is not eligible for vacation pay upon termination.
3. In the event of the flight attendant's retirement, permanent disability or death, current year accruals will be paid.
 - a. When a flight attendant leaves between the first (1st) and the fifteenth (15th) of the month, vacation credit will accrue up to the end of the previous month.
 - b. When a flight attendant leaves between the sixteenth (16th) and the end of the month, vacation credit will accrue up to the end of the month in which the employee leaves.

SECTION 11 - SICK LEAVE/OCCUPATIONAL INJURY

- A. All flight attendants shall have access to a sick leave bank and an occupational injury leave bank. For each month a flight attendant is in pay status including being on paid sick or occupational injury leave as well as active service, s/he shall accrue four hours (4:00) sick leave credit and four hours (4:00) of occupational injury credit. In the event her/his, pay status changes during a month, s/he shall receive a full month's accrual if in pay status for fifty hours (50:00) or more. The maximum accrual in the sick bank is one thousand hours (1,000:00), and in the occupational injury bank is four hundred hours (400:00).
- B. 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.
- C. For the purposes of sick leave and occupational injury credit, a new flight attendant placed on the payroll between the first (1st) and the fifteenth (15th) of the month, inclusive, shall be considered as having been employed on the first (1st) day of the month and flight attendants placed on the payroll after the fifteenth (15th) day of the month shall be considered as having been employed on the first (1st) of the following month.

- D. 1. When a flight attendant 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 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 eighty-three hours (83:00) in a bid month (forty-one hours and thirty minutes (41:30) for jobshare and 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 11.E below will apply to all illness or injury situations, except for awarded trips missed by a Lineholder due to a qualified occupational injury.
2. 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.
3. 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 Director, Human Resources.

- E. When a Lineholder misses a flying assignment because of sickness or injury, withdrawals from the appropriate bank will be made to restore the flight time lost not to exceed a maximum of eighty-three hours (83:00) in a bid month (forty-one hours and thirty minutes (41:30) for jobshare and half month leave flight attendants), 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, three hours (3:00) 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 his/her end pay total or to exhaust the bank if it contains insufficient hours. Reserve flight attendants whose appropriate bank is exhausted will have their guarantee reduced by three hours (3:00) for each duty day on which they are unavailable due to illness or injury or the amount of the insufficiency, whichever is less. Flight attendants on full month sick leave who have not been awarded a line of time will be paid eighty-three hours (83:00), with appropriate deductions from their bank(s).
- F. A flight attendant may elect to not use her/his sick leave for all or a portion of his/her absence due to illness or injury, so long as s/he maintains a minimum pay time of fifty (50) hours (twenty-five (25) for job share flight attendants) for the bid month. Pay time can be either sick leave, flight time or reserve guarantee, or a combination of both.

- G. 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. 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.
- I. 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 11.I.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 written statement from an accredited physician confirming that the flight attendant was and, if appropriate, currently is unable to perform her/his regular duties
 - date and time of visit
 - date of next visit, if applicable
 - medication prescribed, if applicable
 - 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 Thanksgiving and Christmas holidays, which will be from four (4) days before Thanksgiving four (4) days after Thanksgiving and Thanksgiving Day and December 20 to January 4 respectively. If the Company intends to require medical verification for sick cause occurring during such holiday period, the Company will first notify the Union and give flight attendants adequate notice. Such notice

will be posted in the Briefing Books on November 1 and November 15 for Thanksgiving, and on December 1 and December 15 for Christmas. 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 misuses of sick leave has occurred.

J. 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 fifty (50) hour semi-payment paid on the first (1st) of the month and thirty percent (30%) of pay earned in excess of fifty hours (50:00) in a month on the sixteenth (16th) of the 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. This will continue until the flight attendant's 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. Workers' Compensation benefits will continue in accordance with state or local law.

- K. Flight attendants who receive state or local workers' 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.
- L. 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.
- M. 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.
- N. A flight attendant's per diem and lodging, as provided in Section 9 (Traveling Expenses), will be provided until the flight attendant returns to her/his base if s/he becomes ill or injured while enroute.
- O. 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 (15th) day of such month.
- P. Misuse of sick leave or occupational injury leave, excessive absenteeism or unreliable attendance will be grounds for termination.

- Q. A flight attendant's pay voucher will show her/his sick leave accrual and occupational injury leave accrual each month.

- R. 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 – MEDICAL EXAMINATIONS

- A. The Company may require a fitness for duty medical examination when it has a reasonable basis to believe that a flight attendant's physical or mental health impairs his/her ability to safely perform the duties of a flight attendant, or when a flight attendant claims such an inability and the Company has a reasonable basis to believe that the flight attendant's physical or mental health does not impair his/her ability to safely perform flight attendant duties. The supervisor will contact the Senior Director, Inflight or her/his local management designee for a second review and authorization before requiring the fitness for duty. The Company will pay for the examination by a Company approved medical examiner. Unless s/he is earlier found to be not fit for duty, an active flight attendant held out of service for a fitness for duty will continue to receive her/his regular pay for fourteen (14) days or until the first scheduled date for her/his examination by the Company approved medical examiner, whichever is later. The medical examiner will provide both the Company and the flight attendant with her/his diagnosis, treatment and prognosis.
- B. If the flight attendant disagrees with the medical examiner's findings, s/he has the right to have another examination by a qualified medical examiner of her/his choice at her/his expense. S/he will schedule this examination to occur within fourteen (14) days after s/he receives the Company approved medical examiner's findings, and will provide the Company with a copy of her/his medical examiner's diagnosis, treatment, and prognosis immediately upon receiving it. Reasonable additional time will be allowed if her/his

medical examiner believes that special laboratory analysis or other procedures are needed either to confirm or disprove the Company approved medical examiner's findings.

C. Medical Dispute Resolution Procedure

1. If the findings of the flight attendant's medical examiner confirm those of the Company approved medical examiner, the findings will be final.
2. If the findings of the two (2) medical examiners disagree, the flight attendant may make a written request for the appointment of a third medical examiner to resolve the conflict. S/he must do so within ten (10) days of receiving the second report. The Company will then ask the two (2) medical examiners to agree upon a third qualified and disinterested medical examiner (preferably a specialist in the area of the flight attendant's possible disability).
3. The third medical examiner is entitled to the written conclusions of the other two (2) medical examiners if s/he wishes them and s/he shall make a further examination of the flight attendant.
4. The third examiner will mail a copy of her/his findings to the Company and the flight attendant within ten (10) days of the third examination. Reasonable additional time will be allowed if the third doctor believes special laboratory analysis or other procedures are needed.

5. The Company and the flight attendant shall each pay one-half (½) of the expenses for the third medical examiner.
6. The third medical examiner's findings shall be final and binding on the Company and the flight attendant.
7. If the final opinion is that the flight attendant is fit to fly, s/he will be returned to flight status immediately. If s/he has been withheld from service against her/his wishes, s/he shall be paid retroactively any difference between what s/he did earn (including unemployment compensation if any) and what s/he would have earned had s/he been in flight status for the period between the date of the first scheduled examination by the Company approved medical examiner, and the date s/he was returned to flight status, except as provided in paragraph 8 below.
8. A flight attendant who fails to obtain her/his second examination within fourteen (14) days after receiving the Company approved medical examiner's findings, as provided in paragraph B above, shall forfeit all claim or entitlement to any pay from the end of that fourteen (14) day period until the second examination actually occurs, unless the parties expressly agree to the contrary.
9. In the event that the flight attendant becomes entitled to retroactive pay pursuant to paragraph 7 above, her/his paycheck shall be issued as a special check made available to the flight

attendant within two (2) business days after the day the Company was notified that the flight attendant was fit to fly.

- D. Any medical information obtained through any of these examinations shall be kept strictly confidential. This does not prevent divulging such information to relevant management to determine appropriate actions. The information shall not be divulged to any other person without the written permission of the flight attendant.
- E. Medical examinations involving possible drug and alcohol abuse shall be handled under the Company's published Drug and Alcohol Policy.

SECTION 13 – DRUG AND ALCOHOL TESTING

Part 1 - Testing Occasions

A. Random Testing

1. All flight attendants will be subject to random drug and/or alcohol testing to the extent required by applicable federal regulations.
2. The Company may conduct random drug and/or alcohol testing of flight attendants any time just before, during, or just after a trip sequence. A flight attendant undergoing drug and/or alcohol testing will, for the purpose of Federal Aviation Regulations relating to duty time and minimum rest, be deemed to be on duty until the testing collection process is completed.
3. Following positive verification of identification using photographic identification, flight attendants selected for random drug and/or alcohol testing will be given a written notice, in duplicate, stating the location where the flight attendant is to report for the collection process, and advising him that refusal or failure to immediately report and to provide the required urine and/or breath specimen will result in termination of the flight attendant's employment.

B. Post Accident Testing

1. Post accident drug and/or alcohol testing of flight attendants will be required when the Senior Director, Operations, the Chief Pilot, the Senior Director Inflight, or the Director of Safety, Security and Environment determines that an event has occurred which constitutes an aircraft "accident" as defined in applicable federal regulations and the flight attendant's performance contributed to the accident and/or his performance cannot be completely discounted as a contributing factor to the accident.
2. Flight attendants required to submit to post accident testing shall do so as soon as possible after the accident. If unusual circumstances result in a delay of the testing, the flight attendant(s) must remain available for alcohol testing for a period of eight hours (8:00) following the accident. Drug testing may be required up to thirty-two hours (32:00) following the accident. (Normally both drug and alcohol test collection will be required, and will be administered at the same time.)
3. If the flight attendant has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as soon as possible after necessary medical aid has been rendered.

C. Reasonable Cause Drug Testing

When reasonable cause exists, based on observable and objective criteria, to believe that a flight attendant is using drugs prohibited by applicable federal regulations, the Senior Director, Operations, the Chief Pilot, the Senior Director Inflight, or the Director of Safety, Security and Environment may require that the flight attendant submit to drug testing. Reasonable cause must be established by direct observation of two (2) management officials, one (1) of whom may be a management designee, and one (1) of whom must be trained in detecting the indications of drug use. The two (2) officials must substantiate and concur in the decision to recommend that the flight attendant be tested. Once the determination is made, the testing will be done promptly. Reports and observations must be documented.

D. Reasonable Cause Alcohol Testing

When reasonable cause exists, based on articulable observation of the flight attendant's appearance, behavior, speech, or body odors, to believe that a flight attendant is using alcohol in a way which is prohibited by applicable federal regulations, the Senior Director, Operations, the Chief Pilot, the Senior Director Inflight, or the Director of Safety, Security and Environment may require that the flight attendant submit to alcohol testing. Reasonable cause, based on such articulable observation must be established by direct observation by a management employee who is trained in detecting the indications of alcohol abuse. Once the determination is made, the testing will be done promptly. The reason for any delay shall be documented.

Part 2 - Drug Testing Procedures

A. Specimen Collection

1. The Company may elect to have collections services performed by a third party agency.
2. Collection and shipment of urine specimens for drug testing shall be in accordance with applicable federal regulations.
3. Urine specimens shall be split.
4. If testing of the first half of the specimen yields a confirmed negative result, the Company shall order that the second half of the specimen be destroyed.

B. Drug Testing Laboratories

Drug tests will be performed only at laboratories certified by the National Institute of Drug Abuse.

C. Medical Review Officer

1. The Company shall designate the medical review officer (MRO). The MRO will be a licensed medical doctor who has knowledge of substance abuse.
2. The MRO shall perform his responsibilities in accordance with applicable federal regulations.

D. Retesting

1. A flight attendant who has been notified that his test resulted in a confirmed verified positive finding may request a retest of the split portion of the specimen by the same laboratory which tested the original sample, provided he does so within seventy-two hours (72:00) following such notification. At the flight attendant's option and expense, the second test will be done at a different NIDA certified laboratory.
2. If a second specimen (which must also be split) was provided at the time of the original collection, the flight attendant may request that the second sample also be tested. At the flight attendant's option and expense, the second sample will be tested at a different NIDA certified laboratory.
3. To the extent that it is practically feasible and does not conflict with applicable federal regulations, a flight attendant who has been notified of a confirmed verified positive result may elect to have the specimen(s) DNA tested at the flight attendant's expense. DNA testing will only be done at accredited forensic laboratories which have been certified through the American Association of Blood Banks, the American Society of Crime Laboratory Directors or a laboratory that follows the technical working group for DNA analysis methods. All specimen transfer shall be done in accordance with applicable federal regulations.

4. Should the test of either the split portion of the initial specimen or the second specimen be negative, then the test shall be considered to be negative. Similarly, should the DNA testing establish conclusively that either specimen is not that of the flight attendant, the test shall be deemed to be negative.

E. Positive Drug Tests

1. After receiving a confirmed positive, but before verifying that result, the MRO will make all reasonable attempts to contact the flight attendant (including, if necessary, requesting that the Senior Director, Inflight direct the flight attendant to contact the MRO) to discuss the test result.
2. Following the discussion with the flight attendant and any other appropriate inquiry the MRO will determine whether to verify the test result.
3. In the event that the MRO verifies the confirmed positive result, s/he shall in addition to any other duties, refer the matter to Continental Micronesia's Employee Assistance Program Director, who shall notify the Senior Director, Inflight.

Part 3 - Alcohol Testing

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve

breath specimens for retesting. A flight attendant who has been informed that he has tested positive for alcohol at a concentration of 0.02 or higher may request that a blood alcohol test be administered. Such testing must be administered as soon after the breath test as is reasonably possible.

Part 4 - Consequences of a Verified Confirmed Positive Drug Test

A. Inadvertent Ingestion

1. Inadvertent and unknowing ingestion of any drug of abuse (or its metabolite) shall not be grounds for discipline.
2. The burden of proving inadvertent and/or unknowing ingestion rests upon the flight attendant.

B. Illicit Drugs

Except as described in paragraph A above, on her/his first such occasion, a flight attendant who has a verified confirmed positive drug test, shall be given the following options:

1. Voluntary resignation without eligibility for rehire.
2. Termination for cause. However, a flight attendant exercising this option may be conditionally reinstated subject to the following terms and conditions:
 - a. The flight attendant must submit to initial evaluation by Continental

Micronesia's EAP Director or the Director's designee. (Eligibility for conditional reinstatement will not be contingent upon a diagnosis of chemical dependency.)

- b. If one is recommended, the flight attendant must successfully complete the course of rehabilitation recommended by Continental Micronesia's EAP, including all continuing terms and conditions attached to such course of rehabilitation. The rehabilitation will be directed and facilitated by Continental Micronesia's EAP, but will be funded entirely by the flight attendant, except that s/he shall not be precluded from using any insurance benefits to which s/he is otherwise entitled.
- c. The flight attendant must execute and deliver to the EAP Director an undated letter of resignation to be used to terminate the flight attendant's employment should s/he fail to satisfy any of the terms of this Paragraph B or of the rehabilitation directed by EAP.
- d. During the remainder of her/his career with Continental Micronesia, should the flight attendant subsequently fail any drug test the undated letter of resignation will be accepted by the Company, and her/his employment severed.

- e. The flight attendant shall commit in writing to remain drug free for the remainder of her/his career at Continental Micronesia and shall agree in writing to be subject to “no notice” drug testing at the direction of the Company as frequently as the Company may decide for a period of five (5) years from the completion of the formal rehabilitation program. (Following the five (5) year period during which the flight attendant shall be subject to no notice testing, s/he shall be obligated only to submit to such further testing as may be required by applicable federal regulations or this Agreement.)
- f. If the flight attendant fails to comply with the provisions of the conditional reinstatement, termination will result, and her/his right to challenge such termination through the grievance process shall be waived. No grievance of the matter shall be permitted.
- g. A flight attendant who is offered conditional reinstatement shall be solely responsible for ensuring that s/he is fully licensed and certified to perform the duties of a commercial flight attendant.
- h. If a flight attendant elects to use this option B, but the Company nevertheless declines to conditionally reinstate her/him despite his/her compliance with the terms of this Paragraph, the

Company shall reimburse her/him for all out of pocket costs for his/her course of rehabilitation.

Part 5 - Consequences of A Positive Alcohol Test

- A. When a flight attendant's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, s/he shall be retested no sooner than fifteen minutes (:15) from the administration of the initial test. If the second test also indicates an alcohol concentration between 0.02 and 0.039, the flight attendant shall not be permitted to resume flight duties until either eight hours (8:00) have elapsed since the original test, or his breath alcohol test indicates an alcohol concentration of less than 0.02. If the second test indicates an alcohol concentration below 0.02, the test shall be considered negative, and the flight attendant shall be permitted to resume flight duties.

- B. A flight attendant whose breath alcohol test indicates an alcohol concentration between 0.02 and 0.039 twice within eighteen (18) months shall thereafter be subject to no notice alcohol testing for a period of twelve (12) months from the time of the second such test.

- C. If a flight attendant's breath alcohol test indicates an alcohol concentration of 0.04 or greater, s/he shall be required, as a condition of continuing employment, to undergo evaluation by Continental Micronesia's EAP Director, or the Director's designee and to complete any rehabilitation recommended by EAP prior to resuming any flight duties. Such rehabilitation shall be funded entirely by the flight attendant, except that s/he shall not be precluded from using any insurance benefits to which s/he is otherwise entitled. In addition, s/he shall

be subject to no notice alcohol testing for a period of five (5) years from the date of her/his completion of the formal rehabilitation program. Thereafter the flight attendant will not be subject to further no notice testing relating to the rehabilitation.

- D. If at any time during the balance of the flight attendant's career s/he has a breath alcohol test indicating an alcohol concentration of 0.04 or greater, s/he shall be forever barred from working as a flight attendant for Continental Micronesia, or from performing any other safety sensitive duties at Continental Micronesia.

Part 6 - No Notice Testing

- A. No notice is drug and/or alcohol testing administered by the Company in aid of rehabilitation as described elsewhere in this Part. Flight attendants will be subject to no notice testing under each of the following circumstances:
 - 1. The flight attendant has submitted to a rehabilitation program requiring no notice testing.
 - 2. A System Board of Adjustment has directed no notice testing.
 - 3. The flight attendant has had a previous verified confirmed positive drug test result, a breath alcohol test indicating an alcohol concentration of 0.04 or greater, or two breath alcohol tests indicating an alcohol concentration between 0.02 and 0.039 within eighteen (18) months.
- B. During the period a flight attendant is subject to no notice testing, the Company may require no notice drug

and/or alcohol testing as frequently as it deems necessary or advisable.

- C. No notice testing may be conducted just before, during, or just after any trip sequence.

Part 7 - Voluntary Rehabilitation

A flight attendant who has not had a verified confirmed positive drug test result or a breath alcohol test indicating an alcohol concentration of 0.04 or greater, may enter voluntarily into any FAA approved drug and/or alcohol rehabilitation program, including any such program recommended by Continental Micronesia's EAP. A flight attendant who has voluntarily entered into a rehabilitation program pursuant to this Part shall be entitled to use any accumulated sick leave to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program and appropriate certification by the FAA, the flight attendant shall assume the bid position to which s/he is otherwise entitled by the terms of this Agreement.

Part 8 - Refusal or Failure to Cooperate

A flight attendant who refuses or fails to cooperate in any drug or alcohol test as mandated by applicable federal regulations or by this Agreement, or in any rehabilitation related testing by refusing to provide a breath or urine specimen, or a breath or urine specimen of sufficient quantity will be withheld from service without pay pending investigation. If the investigation fails to find a valid medical reason for the flight attendant's failure to cooperate, or in the case of an insufficient specimen if a medical evaluation determines that there was no genuine inability to provide the required specimen, s/he shall be terminated.

Part 9 – General

- A. Consistent with applicable federal regulations and Part 1, Paragraph A.3, above, a flight attendant will be permitted to notify the Union regarding any matter concerning this Section as soon as possible.
- B. A flight attendant who is subjected to random drug and/or alcohol testing shall be paid as provided in Section 4.W. (Note: alcohol and drug testing are sometimes conducted together. A flight attendant who is required to provide both a breath and a urine specimen on the same occasion shall receive only one (1) payment for such an occurrence, not two (2).)
- C. Except for no notice testing, drug testing shall be limited to those drugs (and their metabolites) listed in applicable federal regulations.
- D. In the event that the flight attendant requests, or applicable federal regulations require that, a blood test be accomplished, the drawing of the blood shall only be done by a trained, qualified, medical professional, and only in a clinical setting.
- E. It is the parties intent that this Section be and remain in full compliance with all applicable federal laws and regulations. In the event that any portion of this Section is found not to be in compliance with such laws and regulations, or if later amendments to existing laws and regulations or new laws and regulations are adopted which are not consistent with the provisions of this Section, the parties will meet and confer regarding changes necessary to bring the Section into compliance.

SECTION 14 - LEAVES OF ABSENCE

A. General Rules

1. A flight attendant who wants a leave of absence or an extension of a leave of absence must submit a written request to her/his supervisor. The Company's response will be in writing. A flight attendant may request to return early. An early return is at the Company's discretion.
2. A flight attendant returning from an authorized leave of absence will be allowed to return to her/his pre-leave status and base if her/his seniority so permits. If s/he is returning on the first of a month, s/he may file a bid in the prior month as long as bids are open for her/his flying in the month of return. If s/he is unable to bid or fails to bid before returning to duty, s/he will be awarded the first numerically unawarded line in seniority order.
3. While on a leave of absence, a flight attendant who wishes to do so may attend any available training sessions to retain or regain her/his qualifications if her/his physical condition permits. The Company will provide passes, hotel accommodations and meal expenses pursuant to the applicable provisions of Sections 8 and 9, to flight attendants attending training away from their base while on leave of absence. A flight attendant who has not remained qualified during her/his leave will be held out of service until requalified. S/he will not be paid until s/he resumes active service.

4. Any flight attendant who engages in outside employment while on a leave of absence will be subject to discharge unless s/he has received prior written permission. This does not apply to Company offered leave.
5. Unless specifically stated to the contrary, all leaves of absence will be without pay.
6. If it becomes necessary to cancel a leave or leaves due to operational requirements, the Company will first attempt to meet its needs through voluntary leave cancellations at the affected base. The Union will be notified. If an insufficient number of flight attendants volunteer to cancel their leaves, the Company may cancel the required number of leaves at that base in reverse order of seniority.
7. A flight attendant returning from a leave of absence will notify the Company as soon as possible of her/his desired effective date of return to work. Such notification shall not be less than fifteen (15) days prior to the desired date of return. The Flight attendants must complete drug or alcohol screening (required for all leaves of one hundred and eighty (180) days or more) and any necessary training. The Company will place the flight attendant into the training class next scheduled in her/his base following its receipt of the notification of the desire to return to work, but in no event will such training be scheduled to commence more than fifteen (15) days after the desired effective date of return. The returning flight attendant is responsible for learning the time and place of

both the drug/alcohol screening and any training necessary to regain her/his qualifications. Subject to successful completion of the drug/alcohol screen, the flight attendant will be returned to the payroll on the date training commences, or if no training is required on the desired effective date of return stated in the flight attendant's notice.

8. The Company will offer all Company offered full month leaves of absence and jobshares in seniority order within the classification by seniority grouping prior to offering half-month leaves.
9. The provisions of this Agreement, including but not limited to the provisions of this Section, are not intended in any way to be in derogation or diminution of the rights provided in the Family and Medical Leave Act, 29 U.S.C. §2601, et seq. To the extent these contractual benefits may be determined to be in conflict with rights or privileges granted by the Family and Medical Leave Act, the Act shall be controlling, and its terms shall be applied as if they were the terms of this Agreement.
 - a. Flight attendants who are using FMLA leave to recover from a serious health condition or to care for a family member who has such a condition may take the leave on an intermittent basis if the treating medical care provider deems it necessary.

- b. For the purpose of tracking intermittent FMLA leave usage, flight attendants shall be entitled to two hundred and fifty hours (250:00) (three (3) months at eighty-three hours and twenty minutes (83:20) per month) of FMLA leave in any twelve (12) month period. Flight attendants will be charged the actual time missed or four hours and nine minutes (4:09) (eighty-three hours and twenty minutes (83:20) per month divided by twenty (20) days per month) for each day or portion of a day missed for FMLA leave purposes, whichever is less.

B. Company Offered and Personal Leaves of Absence

1. Flight attendants may be granted Company offered leaves of absence without pay, on a seniority basis within her/his seniority group within the classification.
2. With the written authorization of the Base Director, flight attendants may be granted employee requested personal leaves of absence without pay at the Company's discretion based on the requirements of the service and the reason(s) for the request.
3. While on a Company offered leave of absence, a flight attendant will accrue seniority for all purposes.
4. While on an employee requested personal leave of absence, a flight attendant will accrue

seniority for all purposes for the first ninety (90) days, irrespective of bid/calendar months. S/he will then accrue seniority for bidding and pass longevity purposes only.

5. A flight attendant whose last trip of the month extends into the month her/his leave begins may be required to complete the trip if there is insufficient reserve coverage during the first three (3) days of the month.
 - a. If all open trips for the first three (3) days of the new bid month can be covered with Reserves (allowing coverage for unforeseen circumstances), flight attendants with carry-in trips will be released by the first day of the new bid month.
 - b. Flight attendant releases will be made in seniority order.
 - c. A list(s) showing both flight attendants who will be required to complete their trips, and those who do not need to do so, will be posted in the appropriate base.
6. One (1) or more leaves may be withdrawn by the Company within ninety-six hours (96:00) after posting if awarded due to administrative error. In such case, the Company will notify the flight attendants affected by the change. All leave disputes must be brought to the Company's attention within ninety-six hours (96:00) after posting of leave results.

7. If the Company grants additional Company offered leaves, it will first grant leaves from the list of flight attendants whose requests were filed by the deadline. Any remaining leaves will be granted on a first come first served basis.

C. Medical Leaves of Absence

1. Leaves of absence required due to illness or non-occupational injury will be granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed the lesser of:
 - a. the period of disability, or
 - b. six (6) years, or
 - c. the flight attendant's total length of active service.

While on this type of leave, the flight attendant accrues seniority for all purposes. At the end of the maximum period, the flight attendant will be administratively terminated and removed from the system seniority list.

2. Leaves of absence required due to occupational injury will be granted upon written verification from qualified medical doctor. Any such leave may not exceed the lesser of:
 - a. the period of disability, or
 - b. six (6) years, or

- c. the flight attendant's total length of active service.

While on this type of leave the flight attendant accrues seniority for all purposes. At the end of the maximum period, the flight attendant will be administratively terminated and removed from the system seniority list.

3. Maternity and other pregnancy-related conditions will be treated like any other disability.
 - a. A flight attendant may continue to fly through the end of the twenty-seventh (27th) week of her pregnancy provided she is fit to perform her duties. She will then be placed on a maternity leave of absence. At the time the flight attendant is placed on maternity leave, she may, at her option, elect to extend the maternity leave up to twelve (12) months following her pregnancy.
 - b. A flight attendant on leave for maternity will continue to accrue seniority for all purposes until the later of either the end of the eighth (8th) week following the birth of her child or the first ninety (90) consecutive days of her leave.
 - c. A flight attendant on a maternity leave of absence will be eligible for sick leave benefits until eight (8) weeks following the date of delivery with verification from her doctor that she is unable to fly.

4. A flight attendant who wants to return to duty will provide a statement from her/his personal physician. The statement will verify that s/he is physically fit to perform her/his duties.
5. These provisions are subject to the Company's right to require a medical examination under Section 12.

D. Parental Leave of Absence

Any non-probationary flight attendant who has not been granted maternity leave in conjunction with a birth may request an unpaid parental leave within twelve (12) months after the birth or adoption of her/his child. A request for parental leave must be submitted in writing and include the requested dates. The leave request may not exceed ninety (90) days. The Company will not deny the parental leave, however the granting of any extensions beyond the initial ninety (90) days shall be entirely at the Company's discretion. Seniority for all purposes will accrue for the first ninety (90) days, irrespective of bid/calendar months. Thereafter, seniority will accrue for bidding and pass longevity purposes only.

E. Military Leave of Absence

Leaves of absence, including duration and reemployment rights, for flight attendants who enter into the military service of the United States, including reserve duty, will be governed by applicable statute(s). Flight attendants on military leave will retain and accrue seniority for all purposes.

F. Educational Leave of Absence

1. A flight attendant may be granted an educational leave of absence for a period equal to the enrollment (i.e., a semester, a quarter, or a trimester), which may not exceed two-hundred and seventy (270) days, with the written authorization of the Base Director. At the end of the leave, s/he may apply for additional educational leave.
2. A flight attendant on educational leave will continue to accrue seniority for all purposes for the first ninety (90) days. Thereafter, s/he will accrue seniority for bidding and pass longevity purposes only.
3. The flight attendant is responsible for submitting verification that the leave is for educational purposes.

G. Funeral Leave of Absence

1. Within a ten (10) calendar day period following the death of an immediate family member, a flight attendant will be given up to four (4) consecutive days (inclusive of days free of duty) with pay for trips missed/duty days to attend the funeral of a member or her/his immediate family. A flight attendant may elect to extend this four (4) day period by adding unused vacation remaining in the current year. Vacation may be used only in blocks of seven (7) days, or in a smaller block if the flight attendant has no seven (7) day blocks remaining, to a maximum of fourteen (14)

additional days. If a flight attendant has no remaining vacation or requires additional time, additional extensions may be granted without pay at the request of the flight attendant at the discretion of the Company.

2. A flight attendant's immediate family means her/his mother, father (including parents listed on her/his JA screen), stepmother, stepfather, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, spouse, domestic partner, children, step-children, (if living in her/his home), legal dependent, legal guardian (in lieu of parent), sister, and brother.
3. The Company will provide positive space on-line passes for travel to attend the funeral/memorial service and to return from downline locations. The Company will also assist in other travel arrangements as needed.

H. Emergency Leave of Absence

1. Flight attendants may request emergency leave without pay by submitting written requests to their supervisors. Flight attendants on emergency leave will accrue seniority for all purposes for the first ninety (90) days irrespective of bid/calendar months. Thereafter, seniority will accrue for bidding and pass longevity purposes only.
2. The Company will make every reasonable effort to grant leave requests in the case of an illness or injury of a member of the flight attendant's immediate family (as defined in Section 14.G.2).

3. A flight attendant on emergency leave may elect to receive vacation payoff in lieu of taking vacation block(s) remaining in the year. Vacation payoffs will occur only in block(s) of seven (7) days or in a smaller block if the flight attendant has no seven (7) day blocks remaining.

I. Jury Duty/Witness Leave of Absence

1. A flight attendant will be excused from regular duties on days when she/he is required to be present for jury duty or is subpoenaed to testify in an administrative or judicial proceeding. A flight attendant who receives a summons for jury duty or a subpoena to testify shall inform her/his immediate supervisor no later than forty-eight hours (48:00) after such notice.
2. A Lineholder flight attendant will receive flight pay loss for flight time dropped due to the requirement to be present to testify at the Company's request, or to be present for jury duty. A Lineholder flight attendant who is called for jury duty will receive flight pay loss for flight time dropped due to the requirement to be present for jury duty. A Reserve flight attendant will receive no loss of guarantee, and two hours (2:00) actual flight credit for each duty day required to testify for the Company or assigned to jury duty.
3. In order to receive flight pay loss for flight time dropped due to the requirement to be present to testify at the Company's request, or to be

present for jury duty, a flight attendant may be subject to reassignment in accordance with Section 7.J on days dropped other than the day(s) when s/he is testifying or appearing for jury duty. A reasonable amount of time for the flight attendant to return to her/his home and to report to her/his domicile at the conclusion of such service shall be allowed. When deemed operationally necessary by the Company, a flight attendant will cooperate fully in seeking to obtain an excuse, deferral, or rescheduling of the jury duty or obligation to testify.

4. If a flight attendant has five (5) or more consecutive days of jury duty/obligation to testify for the Company, or a combination of five (5) or more consecutive days of such duty and flight duty s/he shall receive a period of two (2) calendar days free from duty with no loss of pay for trips or reserve days missed. That is, s/he shall not be subject to reassignment on those two (2) days free from all duty.
5. A flight attendant may be required to provide adequate proof of jury or witness service.
6. Flight attendants on leave of absence pursuant to this section will retain and accrue seniority for all purposes.

J. Union Leave of Absence

1. Flight attendants accepting official positions with the Union will be granted an unpaid Union leave of absence for a period that is equal to the term of office to which s/he was elected or appointed.

2. Flight attendants on union leave shall retain and accrue seniority for all purposes. Such flight attendants shall receive benefits under the Continental Micronesia Regular Benefit Program on the same basis as provided for active employees. Upon return from Union leave flight attendants will be credited with the maximum vacation, sick leave and occupational illness or injury allowances provided by this Agreement in effect for employees of like seniority.
3. The Union may request that a flight attendant be removed from service on a trip by trip basis to conduct Union business. Subject to operational requirements the Company will grant the drop and release the flight attendant without pay.
4. Upon the effective date of this Agreement, employees who are on a Union leave of absence will receive the same personal pass privileges provided to active flight attendants.
5. For the purpose of administering this Agreement, the Executive Board of Local Lodge 2339 will receive Company business passes on a PS5B classification (fee waived). The Union and the Company may agree to provide such passes to additional designated flight attendants.
6. Up to twenty (20) officials designated by the President and Directing General Chairman of District Lodge 142 shall receive passes over the Company system during their term of office for use in connection with their work. Such passes shall be Company business passes at PS4B level (fee waived).

SECTION 15 - UNIFORMS

- A. The Company will determine the standard uniform(s) including luggage. All flight attendants will be required to have at least two complete uniforms. Flight attendants shall wear uniforms as prescribed in Company regulations at all times while on duty except that a flight attendant may, but shall 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 times when not on duty.
- B. The Company will require that each new flight attendant will be responsible for purchasing at her/his own expense two (2) complete standard uniforms and other required items.
- C. All Company insignia issued and uniform items provided by the Company shall be on a loan basis. Flight attendants shall not be required to turn in their uniform items when going on a leave of absence. Upon termination of employment for any reason the flight attendant shall be required to return her/his current uniform items to the Company 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. However, a flight attendant shall not be required to return any items which s/he has purchased.
- D. Flight attendants will keep their uniforms clean and in good repair and comply with published appearance standards.

- 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. The Company reserves the right to determine when items need replacing, and may require the return of all replaced items, including the old standard uniform if the style changes.

- F. Optional uniforms, and optional accessory items not part of the standard uniform will be determined by the Company (style and color). 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. Overcoats will be issued on a loan basis when needed for winter layovers in cold weather locations. In the event that the Company's schedules contain a significant percentage of such layovers, the parties shall meet and confer to discuss whether changes are needed regarding this provision.

UNIFORM ALLOWANCE PROGRAM POINTS

FEMALE ITEMS:

MALE ITEMS:

<u>Style #</u>	<u>Description</u>	<u>Points</u>	<u>Style #</u>	<u>Description</u>	<u>Points</u>
11101	Blazer, D.B. 1 Stripe	26	12101	Blazer, D.B. 1 Stripe	30
11111	Blazer, D.B. 2 Stripe (ISM)	26	12111	Blazer, D.B. 2 Stripe (ISM)	30
11481	**Maternity dress	20	42201	Trousers	13
11401	Dress	19	12951	*Int'l. ISM 2 stripe svg jacket	10
11151	Shirt jacket - short sleeve	14	12991	*Int'l. svg jacket (1 stripe)	10
41201	Slacks	13	43871	Cardigan Sweater - lng sleeve	8
41301	Skirt	13	42811	Cardigan Sweater - vest	8
41251	Walking Shorts	11	42861	V-neck pullover Sweatervest	8
11951	*Int'l. ISM 2 stripe svg jckt	10	43851	V-neck pullover Sweater – l/s	8
11991	*Int'l. svg jacket (1 stripe)	10	42511	Shirt - long sleeve blue stripe	8
115141	Blouse - long sleeve white	4	42541	Shirt – short sleeve blue stripe	8
115241	Blouse - short sleeve white	4	42514	Shirt - long sleeve white	4
115111	Blouse – long sl. blue stripe	8	42544	Shirt - short sleeve white	4
115441	Blouse – short sl. blue stripe	8	12901	Butcher Block Apron	3
41801	Pullover Sweater - long slve	8	12606	Belt - black	3
41851	Sweater - pullover - vest	8	42621	Belt – all weather coat	3
43871	Cardigan Sweater - lng sleeve	8	42711	Tie - Chain link print	3
43851	Sweater - Cardigan - vest	8	42716	Tie – Nautical print	3
11901	Pinafore Apron	8	42719	Tie – Block print	3
12901	Butcher Block Apron	3	42713	Tie – Stripe print	3
42621	Belt – a/w coat	3	12751	Shoulder Slide - 1 Stripe	2
11611	Belt - dress	2	12761	ISM 2 Stripe Shoulder Slide	2
41741	Tie – floppy – chainlink print	2	43055	Winter overcoat scarf	2
41742	Tie – floppy – nautical print	2	43735	Handkerchief – nautical print	1
41749	Tie – floppy – block print	2	43755	Handkerchief – chainlink print	1
41743	Tie – floppy – stripe print	2	43745	Handkerchief – gold solid	1
43055	Winter overcoat scarf	2		Overcoat – all weather	24
43735	Handkerchief – nautical print	1		Overcoat – wool	33
43755	Handkerchief – chainlink print	1			
43745	Handkerchief – gold solid	1			
	Overcoat – all weather	24			
	Overcoat – wool	33			

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

One - All Weather Overcoat or Wool Overcoat (loaned to the flight attendant from the base).

One - Maternity Dress (loaned to the flight attendant from the base).

Two - Int'l. Serving jackets per year.

One - Suitcase and Tote bag every 3 years (3 year replacement eligibility policy).

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.*

SECTION 16 - SENIORITY

- A. Seniority shall be defined as the length of service for which an employee receives credit, regardless of location, in any of the classifications covered by this Agreement with this Company and shall begin when the flight attendant is placed on the payroll in the classification. Company seniority shall be defined as an employee's continuous length of service with the Company. If more than one (1) flight attendant is placed on the seniority list on the same day, they will be placed in order of the last four (4) digits of their Social Security number, from the highest to lowest number.
- B. Classification seniority means one (1) of the following work classifications under this Agreement:
1. Flight Attendant
 2. International Service Manager
- C. Probationary period means a period of time of active employment by an employee in a classification during which the Company shall be sole judge of her/his fitness and ability to satisfactorily perform the work to which s/he is assigned. Upon entering the IAM Agreement, employees will be considered as probationary employees for the first eight (8) months.
1. During the probationary period, the Company will have the right to dismiss, furlough or discipline any flight attendant.
 2. A flight attendant who is unavailable for duty during her/his probationary period for fifteen (15) consecutive days or longer shall have

her/his period of probation extended accordingly.

D. Irrespective of the probationary period and excluding employees in a basic classification bidding within their seniority grouping, a successful bidder to a higher classification or to the Language Specialist seniority grouping shall hold the job for a fair and reasonable period of time, not to exceed ninety (90) days on a trial basis in order to demonstrate her/his ability to perform the work required.

1. During such trial period, if the employee is unable to demonstrate ability to perform the work required by the job, s/he will be privileged to exercise her/his seniority at her/his previous location by displacing only the employee with the least seniority in her/his previous seniority grouping at Company expense, and for a period of six (6) months thereafter her/his bid for such vacancy for which s/he was unable to demonstrate ability will not be considered. Thereafter, an employee who wishes to submit a bid for such vacancy must submit an updated qualification sheet indicating additional training or work experience since her/his disqualification which will qualify her/him to submit a new bid.
2. If the employee elects to return to her/his previous job during such trial period, s/he may do so, provided such job is in a lower classification than the job for which s/he bid, and s/he will be privileged to exercise her/his seniority at her/his previous location by displacing only the employee with the least seniority in her/his previous seniority grouping,

and for a period of six (6) months thereafter her/his bid for a vacancy in the classification from which s/he returned will not be considered.

E. Application of Seniority

1. Seniority shall apply systemwide by classification and in accordance with the provisions of this Agreement in bidding on schedules and charters subject to the provisions of paragraph 7.A.5. or reserve duty, vacation selection, filling of vacancies, transfers, furloughs, recalls from furlough subject to qualifications, exercise of options and granting of requests for personal or educational leaves of absence. Once established, unless adjusted pursuant to Paragraph H. below, bidding seniority shall not be changed, and shall continue to accrue for the period the flight attendant is employed by the Company as a flight attendant or during which her/his name remains on the flight attendant seniority list, whichever is longer.

2. Seniority for purposes of pay and vacation accrual shall begin to accrue on the date when a person is placed on the flight attendant payroll, except that a flight attendant who is already a Company employee shall be entitled to use her/his last date of hire with the Company for purposes of vacation accrual.

Seniority for pay, and vacation accrual shall accrue during all periods of active service and for periods of inactive service of less than thirty-one (31) days in a bid month. Unless otherwise

expressly provided by this Agreement, seniority for pay and vacation accrual shall be retained but not accrued during periods of inactive service. Active service for purposes of this paragraph, shall be considered to be all times which a flight attendant is on the payroll and receiving compensation.

F. Transferring from one Classification to Another

An employee who is transferred by system bid award to a position in another classification in which s/he does not hold seniority will upon successful completion of her/his applicable trial period, establish seniority in her/his new classification retroactive to the date of her/his award. In the event a vacancy in the classifications covered by this Agreement exists at any location on the Company's system, and no qualified employee bids, the Company may select to fill such position by any senior qualified employee at any location willing to accept transfer at Company expense as provided in Section 17.J or hire a qualified new employee to fill such vacancy.

G. Retention and Accrual of Seniority

Except as provided in paragraph E. above an employee who has established seniority in a classification shall continue to retain and accrue such seniority for all purposes in accordance with and subject to the provisions of this Agreement. Unless expressly otherwise provided by this Agreement, seniority for pay and vacation accrual shall be retained but not accrued during periods of inactive status of more than thirty-one (31) days unless otherwise provided for under Federal or State law. Active service for purposes of this

paragraph shall be considered to be all times for which a flight attendant is on the payroll and receiving compensation. A flight attendant who transfers to or performs any non-flying duties below the Director level within Inflight related areas (Inflight, Inflight Employee Relations, Inflight Training, Corporate Training, Inflight Recruiting, or Inflight Scheduling) will retain and continue to accrue seniority for all purposes, and will be subject to Section 16.I. Flight attendants transferring to Director level or above positions will be removed from the System Seniority List, except those Directors in Inflight who are on the seniority list on the effective date of this agreement.

1. In the event an employee wishes to return to a position covered by this Agreement, s/he may do so, so long as such employee's return will not create a displacement or furlough and s/he shall be permitted to fill such position after vacancies have been filled in accordance with Section 17.
2. Any employee who has retained seniority in accordance with this paragraph and who leaves a position with the Company not covered by this Agreement must thereupon exercise her/his seniority in accordance with paragraph 1. above or forfeit her/his seniority.

H. Seniority Protests

1. Within ten (10) days after January 1 and July 1 of each year, the Company shall post an up-to-date copy of the seniority list which shall contain, in their proper order, names of employees in a classification in the order of basic classification seniority.

2. Flight attendants shall have thirty (30) days after the distribution of such List in which to protest in writing to the Company any omission or incorrect posting affecting their seniority in any such revised List, but such protest shall be confined strictly to errors or changes occurring subsequent to the distribution of the prior seniority list.
3. Flight attendants who are returning from leave of any nature shall have thirty (30) days from the date of return to service from such leave in which to protest such List as provided above.
4. Should there be an omission or incorrect posting requiring correction in accordance with paragraph 5. below of this Section, the Company shall prepare a list of corrections and post such list no later than March 10 or September 10, whichever is applicable.
5. Regardless of other provisions of this Agreement to the contrary, when the Company and the Union mutually agree that a seniority list should be changed to comply with the provisions of this Agreement, or when it has been established through the grievance procedure that a list should be changed, such change will be posted currently. It is understood that any resulting adjustment in the list shall not create any liability to the Company or the Union.
6. Seniority dates and accruals for the flight attendant classification in effect on the date of

signing this Agreement shall remain, and shall not be retroactively affected as a result of any rule changes in this Agreement.

- I. A flight attendant will lose her/his seniority and be removed from the seniority list if, for any reason except medical, occupational injury, or military leave of absence, s/he fails to remain current (i.e. qualified to perform flying duties) for a period of more than two (2) years, or if s/he leaves the Company's employ because of retirement, death, resignation, failure to accept recall, or discharge for cause or at the expiration of her/his recall rights as provided in Section 17 (Furloughs and Reduction in Force) or under the circumstances provided for in Section 14 (Leaves of Absence). Flight attendants wishing to return from medical, occupational injury, or military leaves of absence who have failed to remain current shall not be reinstated to active status until they regain their qualifications to perform flying duties. The company shall allow such flight attendants to attend the next scheduled training which will allow them to regain their qualifications. Failure to attend the next scheduled training shall result in removal from the seniority list and termination of employment.

- J. A flight attendant who transfers to or performs any non-flying duties below the Director level within Inflight related areas (Inflight, Inflight Employee Relations, Inflight Training, Corporate Training, or Inflight Recruiting, or Inflight Scheduling) will retain and continue to accrue seniority for all purposes, and will be subject to Section 16.D. After the effective date of this Agreement, flight attendants transferring to positions below the Director level outside the Inflight areas specified will continue to accrue seniority for all

purposes for twelve (12) cumulative months. They will then be removed from the System Seniority List. Flight attendants transferring to Director level or above positions will be removed from the System Seniority List, except those Directors in Inflight who are on the seniority list on the effective date of this agreement. Those flight attendants who are currently on the seniority list outside the Inflight Department will retain but no longer accrue seniority for any purpose.

SECTION 17 - FILLING OF VACANCIES

- A. Prior to filling a vacancy, the Base Chairperson will be notified whenever a vacancy(ies) is announced by the Company. The Union will be notified of the number of vacancies, point, location, classification, seniority grouping and reporting dates. Whenever a vacancy(ies) exists, flight attendants will be bulletined system wide. Notice for newly established bases will be posted as far in advance as possible but not less than sixty (60) days in advance of the new base opening.

- B. Provided that flight attendants with a bid request on file are available and qualified for the vacancy, vacancies will be filled in seniority order from among flight attendants having bids on file within the classification of flight attendant.

To be eligible to fill an ISM vacancy, an employee must first establish seniority in the flight attendant classification. All ISM vacancies will be posted, and interviews will be offered in seniority order to qualified applicants. Vacancies will be filled by interview placement. The Company shall select the candidates who will be allowed to enter the classification using criteria to be determined and weighed by the Company which will include seniority, quality of work performance, attendance and aptitude. Basic Language skills will be 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 who are not basic language qualified will be required to

complete the Basic Language Program during the term of this Agreement.

If vacancies still exist, they will be filled in the following order:

1. Promotion
 2. Involuntary transfers in reverse seniority order of those with basic language skills.
- C. A probationary flight attendant may transfer only once during her/his probationary period unless furloughed, displaced or her/his base closes. When a flight attendant is awarded a transfer, s/he will not be eligible to transfer again for three (3) months from the date of the transfer unless s/he is furloughed, displaced or her/his base closes.
- D. Employees who voluntarily bid down and accept a position in a lower classification shall forfeit seniority in that classification and her/his name will be removed from the seniority list for the higher classification.
- E. The deadline for requesting or withdrawing a transfer is 1000 Guam local time on the fifth (5th) of the month. A flight attendant who is transferred will be notified no later than the eighth (8th) day of the month preceding the transfer. A flight attendant awarded or assigned a transfer must accept the award or assignment. 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.

- F. An inactive flight attendant may file a bid for transfer however, s/he must be either on a thirty (30) day Company offered leave of absence or active on the date transfers are awarded in order for the bid to be awarded.
- G. Vacancies of less than sixty (60) days shall be considered temporary. When a temporary vacancy exists, notice will be posted as far in advance as possible and such vacancy(ies) shall be filled first by qualified flight attendants in the classification in the base(s) that is over complement who request to fill such temporary vacancy. If no or insufficient bids are received, such temporary vacancy(ies) will be filled by the most junior qualified flight attendant in the classification in the base(s) that is over complement. Thereafter, such vacancy will be filled in accordance with the provisions of Paragraph B of this Section. If there is no base(s) over complement, such temporary vacancy will be posted systemwide and such vacancy will be filled in accordance with the provisions of Paragraph B of this section. If there is insufficient time to utilize these procedures, the vacancy(ies) will first be filled by assignment of the most junior qualified flight attendant in the classification from the base(s) which has an over complement of flight attendants and if no base is over complement, the most junior qualified flight attendant in the classification on the system may be assigned to fill the vacancy(ies), in which case the Union will be notified immediately.
1. A notice regarding temporary vacancies 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 will

be provided single occupancy accommodations and per diem allowance from the start to the conclusion of the temporary assignment.

2. At the conclusion of a temporary vacancy, a flight attendant will be allowed to resume her/his former position at her/his former base.
- H. 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 and permit transfers laterally within the classification and seniority grouping. The transfer request will be awarded provided that seniority is not violated or vacancies created.
- I. Hardship transfers may be awarded by mutual agreement between the Senior Director of Human Resources or her/his designee and the President/Directing Chairman of the Union or her/his designee.
- J. For transfers to a newly established base or transfers in accordance with Paragraph B above, the Company will make COMAT available on a priority basis for the shipping of such household goods up to 2,000 pounds. Flight attendants will be given positive space travel to and from her/his point of relocation to her/his new assignment for a period of two (2) months. Flight attendants will be given ten (10) consecutive days for travel/relocation time at Company expense. Such days shall be by mutual agreement but shall be within the first sixty (60) days of the date the new assignment begins. The Company will provide housing, transportation and meal allowances at the new assignment for the flight attendant and each immediate

family member moving with the flight attendant for a period of ten (10) days.

- K. 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 language qualification will not be accepted until the foreign language qualification is obtained.

- L. A transfer request form and file/box will be available in the base.

SECTION 18 – FURLOUGHS AND REDUCTION IN FORCE

- A. The Company's goal is to maintain its flight attendant group intact. However, if it is necessary to reduce the number of flight attendants in the active employ of the Company, the Company must first offer a number of leaves of absence and job shares at least as great as the number of employees over complement in the base(s). Only the number of employees in the seniority groups over complement due to job shares and/or leaves of absence not being taken will be subject to displacement or furlough.

- B. All displacements and/or furloughs shall be effected in the inverse order of seniority, with the most junior flight attendant being displaced and/or furloughed in the seniority grouping. If a flight attendant has insufficient seniority to hold a position in her/his classification, s/he may displace the least senior flight attendant from any classification, seniority and qualifications permitting. Inactive employees are subject to furlough or displacement.

- C. In the month before a furlough, base reduction or a base closure, the Company will post a written, notice stating:
 - 1. The approximate number of flight attendants to be furloughed or reduced;
 - 2. The name and seniority of flight attendants in the base who may be subject to furlough or displacement;

3. Location of anticipated system permanent vacancies;
 4. Location of the most junior flight attendants in the classification on the system.
- D. The notice will be posted in the Briefing Books no later than thirty (30) days before the first day an employee will be subject to furlough or displacement.
- E. Employees who may be subject to furlough, displacement or base closure will be given written notice twenty five (25) days before the date they may be furloughed or displaced, stating:
1. Before an employee elects preference, s/he must displace in her/his classification at her/his base where qualified. A flight attendant who fails to exercise her/his seniority where possible for her/him to do so shall lose all seniority and forfeit all seniority rights and recall to her/his base.
 2. S/he has seven (7) days to submit her/his preference for the following options. Her/his preference should be indicated in order of preference. Preference will be awarded in order of seniority until the option is no longer available.
 - a. Fill a permanent vacancy on the system in her/his classification where qualified to which her/his seniority entitles her/him; or

- b. Displace the most junior flight attendant on the system in her/his classification where qualified; or
- c. If there is no flight attendant junior to her/him in the classification, s/he may displace a flight attendant junior to her/him with the least seniority on the system regardless of classification where qualified; or
- d. Be placed on furlough at the location not to exceed five (5) years.

NOTE:

If this option is awarded, the flight attendant must state whether or not s/he wishes to temporarily return in a month(s) in which job shares and/or personal leaves are granted. A furloughed flight attendant electing active duty for such month(s) must return on the first day of the month(s), unless authorized not to return. S/he must return to furlough status during any month(s) when her/his services are not required until recalled to a permanent vacancy. A furloughed flight attendant may not bump an active flight attendant from the payroll once having elected the furlough option.

- 3. The location of anticipated system permanent vacancies; and
- 4. In addition to the provisions provided in Section 18.K if s/he is being required to change bases as a result of a reduction in force or a base closure, and if the transfer requires a change in geographical location, the Company will make

COMAT available on a priority basis for the shipping of such household goods up to 2,000 pounds. Flight attendants will be given ten (10) consecutive days for travel/relocation time at Company expense. Such days shall be by mutual agreement but shall be within the first sixty (60) days of the date the new assignment begins. Company will provide housing, transportation and meal allowances at the assignment for the flight attendant and each immediate family member moving with the flight attendant for a period of ten (10) days.

- F. When a flight attendant is furloughed, s/he will remain on furlough until a permanent vacancy occurs in her/his classification at her/his base or, at another base to which her/his seniority entitles her/him, unless s/he is willing to accept a position in another classification and is qualified. If such vacancy occurs, the flight attendant will be recalled from furlough, unless s/he has been removed from the seniority list. A furloughed flight attendant shall retain and accrue seniority for all purposes for the length of the furlough.
- G. Flight attendants reduced from their base, including a base closure, will have priority recall rights to such base for two (2) years. Furloughed flight attendants will have priority recall rights for five (5) years.
- H. To maintain eligibility for recall, furloughed flight attendants must keep a current address and telephone number on file with the Company and must immediately notify the Company in writing of any change of address. Notices of recall sent to the flight attendant's current address on file by certified mail with a copy to the Union will be deemed proper notice. A

flight attendant will be removed from the seniority list and considered resigned if s/he fails to accept recall from furlough within fifteen (15) days of the date of positive notification of recall is sent by the Company to the last known address. A flight attendant must complete her/his required processing no later than ten (10) days following acceptance of recall.

- I. A flight attendant who has been displaced or furloughed and who has accepted a position in a new base will not be required to remain in her/his new base for three (3) months.
- J. Flight attendants will be advised as far in advance as possible of a base closure. A flight attendant who has been advised that s/he is being displaced or recalled from furlough to a base other than her/his previous base which requires a change of geographical location will be entitled to fee waived, positive space passes from her/his residence to her/his new base for three (3) months from the effective date of her/his transfer or displacement and for fee-waived space available passes for an additional three (3) months. When it is determined that a base reduction, base closure or furlough is necessary, the Company will notify the Union before it notifies the affected flight attendants.
- K. A flight attendant shall receive a roundtrip, fee waived pass for her/himself and her/his immediate family members for each instance s/he is affected by a furlough.

SECTION 19 - PERSONNEL FILES

- A. A personnel file shall be maintained for each flight attendant in her/his domicile. Upon request, a flight attendant's file will be made available for inspection by the individual flight attendant at a mutually acceptable time. Flight attendants must maintain and provide the Company with a current address, and emergency contact. With written permission from the flight attendant, a Union representative may inspect the file at a mutually acceptable time.
1. All letters regarding discipline, including termination which are placed in a flight attendant's file, shall state the violation and be delivered in person to the affected flight attendant, or sent by certified mail, return receipt requested. It will be sent no later than seven (7) calendar days from the date the discipline was rendered.
 2. A flight attendant shall be notified of any other derogatory report or letters that are placed in her/his personnel file. In addition, a copy of any such material in the file will be provided to the flight attendant.
 - a. A passenger complaint letter shall not be placed in a flight attendant's personnel file unless it can be established that the flight attendant in whose file the letter is to be placed is the flight attendant involved in the letter.

- b. The Company shall give the flight attendant an opportunity to review passenger complaint letters which are placed in the flight attendant's file if s/he so requests.
 - c. The Company will consider any comments or correspondence received from a flight attendant regarding a passenger complaint letter and will attach said comments or correspondence; further, the Company will attach a copy of the Flight Report which deals with the flight in question if the flight attendant so requests, provided such Flight Report makes reference to the incident in question and has been timely filed or has been requested by a flight attendant supervisor.
- B. After twelve (12) months of active service, any disciplinary complimentary, or complaint letters contained in a flight attendant's personnel file will be considered void provided there has not been any other discipline related incident involving the flight attendant during the twelve (12) month period, provided that if a flight attendant has received a termination warning notice her/his disciplinary, complimentary, or complaint letters will not be considered void unless there has not been any other discipline related incident involving the flight attendant for a period of eighteen (18) months following the issuance of the termination warning. If a flight attendant requests that any void letters be removed from her/his file, all void letters will be removed.

- C. A flight attendant may attach her/his relevant comments to any observation or evaluation reports placed in her/his file.

- D. The flight attendant's file maintained by the Human Resources Department will be opened for inspection at a mutually acceptable time at the request of the individual flight attendant and/or by her/his Union representative(s) with the written permission of the flight attendant. Further, the flight attendant and/or her/his Union representative(s) with the written permission of the flight attendant, will be given copies of any material in the file.

SECTION 20 - INVESTIGATIONS

- A. When the Company conducts an investigation which may lead to disciplinary action, or discharge, the flight attendant will be advised and shall be entitled to the following:
1. An opportunity to present information relevant to the investigation, and
 2. The presence of a Union representative, if reasonably available. If the Union representative is not available another employee covered by this Agreement will be present if requested by the employee.
 3. Prior to any meeting which could result in disciplinary action or discharge, the Company will provide to the union copies of all documents, reports, statements or other information, including copies of scheduling audio tapes that the Company intends to use as a basis for questioning or disciplining a flight attendant.
- B. A flight attendant may be held out of service with pay by the Company during its investigation of a matter which may lead to discipline or discharge. Flight attendants will not be withheld from service for a period longer than fourteen (14) days except where extended by mutual agreement between the Company and the Union.
- C. Before the beginning of an investigatory meeting, the Company will verbally brief the flight attendant

concerning the incident it is investigating. If, during the investigation, the Company becomes aware of other incidents, it will not be prevented from investigating and taking action it considers appropriate regarding the other incidents.

- D. All discipline and discharges, except oral warnings, shall be issued in writing within five (5) days of notification of discipline and shall set forth the precise charge(s) against the flight attendant. Such notices shall be sent as provided in Section 19 (Personnel Files). A copy of all written discipline will be sent to the Base Chairperson.
- E. A flight attendant shall not normally be disciplined later than thirty (30) days from the time Inflight management has reasonable first knowledge of the incident giving rise to the discipline. In the event a flight attendant is on leave of absence, furlough, consecutive days off, or vacation of more than fourteen (14) days during this thirty (30) day period, such thirty (30) day period may be extended by a period equal to the length of the leave of absence, furlough or vacation.
- F. A flight attendant who has passed the probationary period shall not be discharged without a fair meeting, with the presence of her/his Union representative if requested, for the opportunity to present relevant information before a designated company representative.

SECTION 21 - GRIEVANCE PROCEDURE

I. Representation

- A. The Union will be represented by properly designated Base Chairpersons at each location on the system. Base Chairpersons will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the step 1 level.

The Union will advise the Vice President – Human Resources/Labor Relations, in writing, of the individuals who serve as Base Chairpersons.

The Union will be further represented by the President Directing General Chairman of the IAM or a designated IAM District 142 representative who will be empowered to handle and settle grievances at all levels of the grievance procedure.

- B. The Company will be represented at each location by one (1) or more authorized officials who will be empowered to settle local grievances or disputes, but settlement may not involve any change in the intent and purpose of the Agreement or Company policy. The Company will advise the Union, in writing, of the individuals who serve as authorized officials.

The Company will be further represented on a Vice Presidential level for dealing with the IAM President Directing General Chairperson or her/his designated IAM District 142 representative.

No Company employee directly involved in the matter which gave rise to the grievance will sit as hearing officer at any step.

- C. The Union and the Company will, at all times, keep the other party advised, through written notice, of any change in authorized representatives.
- D. The President Directing General Chairman of the IAM and/or her/his designated IAM District 142 representative and a reasonable number of Grand Lodge Representatives of the Union shall be permitted to enter any location on the Company's system where employees under this Agreement are located for the purpose of representing such employees upon prior notification to the Company at that location.
- E. All Base Chairpersons will be allowed free access and availability to all work areas within their respective areas of representation in order to conduct their business in a proper, efficient, and expedient manner. Base Chairpersons will be allowed time off for purposes of investigating, presenting and adjusting grievances or to attend meetings provided for in this Agreement.

II. Procedure

- A. The procedure for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement shall be as set forth below. Grievances must be filed promptly after the cause giving rise to the grievance is evident, and no grievance will be valid if not filed within thirty (30) days of the date the employee first knew or could

reasonably be expected to have known of the grievance. Grievances filed under paragraph E below which involve wage claims must be filed promptly after the cause giving rise to the grievance is evident, and such wage claims will not be collectible for a period earlier than thirty (30) days prior to the date of the filing of the grievance or the date the grievance arose, whichever is more recent.

- B. Step 1: Any employee having a complaint or grievance in connection with the application of this Agreement will discuss the matter with the immediate supervisor. If unable to secure satisfactory adjustment in this manner, the employee may present the grievance to the Base Chairperson. If in the Chairperson's opinion the complaint is justified, the written grievance may be filed on a prescribed form provided by the Company which shall include the grievant's(s') name(s), specific Section of the contract allegedly violated or in dispute, remedy sought, date discussed with the supervisor and the grievant's(s') signature(s). The written grievance may be appealed to the Base Director who shall schedule a mutually agreeable hearing date in that base within thirty (30) days. Cases involving the discharge of a flight attendant may, with the mutual agreement of the parties, be appealed directly to Step 2 as provided in paragraph C below. The Base Director or her/his designee(s) will make themselves available to the Union's base grievance representative(s) at least twice each calendar month for the purpose of scheduling such first level hearings. A decision in writing shall be rendered not later than thirty (30) days (ten (10) days for discharge cases) following the hearing.
- C. Step 2: If the decision at Step 1 is not satisfactory, the Base Chairperson may refer the matter to the District

General Chairperson, who may appeal the matter to the Vice President - Human Resources/Labor Relations or one (1) designated representative who must be at least Director level. The appeal must be made in writing within thirty (30) days after the Step 1 decision. The grievance must be presented at a hearing within thirty (30) days from the date of appeal to Step 2. The hearing will be consolidated with other pending appeals and will be conducted at one (1) location, unless mutual agreed otherwise. A written decision will be rendered by the Company within thirty (30) days (ten (10) days for discharge cases) after adjournment of the hearing.

- D. If the Step 2 decision is not satisfactory to the President Directing General Chairman or his designee, then the matter may be appealed to the System Board of Adjustment as provided in Section 22. Provided however that any case may be submitted by either party for discussion between the Company's Senior Director, Human Resources and the President - Directing General Chairman of the IAM prior to being heard by the System Board.
- E. The Senior Director, Inflight and the President - Directing General Chairman of the IAM or their designee(s) will meet twice each year, between March 1 and April 30, and between September 1 and October 30, for the purpose of attempting to settle all outstanding grievances then pending before the System Board. For those cases which are not settled, a means and schedule for final resolution will be set. The settlement conferences shall be conducted at a mutually agreed location.
- F. Notwithstanding the above, grievances relating to matters general in character which cannot be settled at

the local level may be submitted by the Union in writing to and discussed between the designated Company Vice President and the President Directing General Chairman of the IAM or his designee.

1. If a mutually satisfactory resolution of the matter is not reached within fourteen (14) days after the grievance is submitted, then the matter may be referred within seven (7) days to the Senior Director of Human Resources or his designated representative.
2. If a mutually satisfactory resolution of the matter is not reached pursuant to the above steps then within fourteen (14) days of the Company's decision it may be appealed to the System Board of Adjustment in accordance with Section 22.

III. General

- A. An employee may be suspended from the service of the Company pending a hearing, which shall be prompt, when the Company judges such action is justified by legitimate business reasons. Such action shall not be deemed a violation of this Section.
- B. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearings and meeting required in connection with a grievance. If any necessary employee is based at other than the location where the hearing or meeting is to be held then such employee will be furnished PS5B (fee waived) travel over Company lines to attend the hearing or meeting.

- C. The Company will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.
- D. Union representatives and necessary employee witnesses will be released from duty on a non-paid status.
- E. In assessing discipline, the Company will consider the gravity of the offense, seniority, and work record of the employee.
- F. “Work days” if used in this Section shall be the days Monday through Friday. “Days” when used in this Section is to be calendar days.
- G. At each step of the Grievance procedure, the Company and Union recognize a desire and need to handle grievances within the time limits set forth in this Section. It is further recognized that the Company or Union representative may request reasonable time limit extensions.
- H. The Union’s decision to withdraw grievances, not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issues involved. The Company’s decision to settle a grievance shall not prejudice its position on the issues involved.
- I. An employee may elect to have legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.
- J. Notwithstanding any of the provisions of this Section, probationary flight attendants are not entitled to file a grievance under this contract regarding discipline or

discharges, nor shall such employees be entitled to challenge discipline or discharges taken against them.

- K. Any decision made during the grievance procedure which is not appealed within the time limits provided in the contract shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.
- L. When grievances are filed alleging scheduling violation(s) of the Agreement, the Company will provide to the union all scheduling audio tapes, reports, statements, or other material that will either confirm or deny the alleged scheduling violation(s).

SECTION 22 - 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 21.

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 as the 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 taken 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.
3. 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 (1) remains. The parties shall alternate striking the first name from the list.
4. 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.

5. 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.

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; and
 - b. The question or questions at issue; and
 - c. The position of the appealing party; and
 - 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.
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 affecting 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.

8. The Union will be represented at Board hearings by such person or persons as it may chose 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 provision 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 credited representative, under the provision of the Railway Labor Act, as amended.

SECTION 23 - JOBSHARING

- A. Each month the Company will calculate the block hours to be flown and the lineholders and reserves required to staff those block hours, and will make positions in excess of those required in each base available for jobshares/leaves.
- B. Two (2) active flight attendants within the same base and seniority grouping within the classifications (and only two (2)) who desire to share a line may bid for such jobshare flying. Jobshares will be awarded prior to the posting of lines for bid.
- C. Although both flight attendants must bid the numbers desired by both, jobshare awards shall be determined by the seniority of the senior flight attendants bidding within their seniority grouping within the classifications. The line shall be awarded to the senior flight attendant.
- D. The two (2) flight attendants awarded a bid line for jobshare flying shall split such bid line 50/50 to the extent possible. Each jobshare flight attendant shall be required to have a minimum of forty hours (40:00) in her/his share of the monthly bid line. If the splitting of the bid line does not provide each jobshare flight attendant with the minimum forty hours (40:00), Scheduling will make the necessary adjustment to bring her/his monthly projection to the minimum forty hours (40:00), plus or minus two hours (2:00). Crew Scheduling will make the adjustment information available for the jobshare flight attendant(s), however, it is the ultimate responsibility of the jobshare flight attendants) to be aware of the new adjusted bid line.

- E. Within forty-eight hours (48:00) after the bid results are posted, the jobshare flight attendants shall notify Crew Scheduling of the names of the jobshare flight attendant responsible for covering each specific trip(s) for the month.
- F. Compensation will be based on her/his credit duty time in her/his portion of the jobshare bid line.
- G. A jobshare flight attendant may not reduce her/his line projection below twenty-five (25:00) duty hours. A jobshare flight attendant is limited to a monthly maximum of fifty-five hours (55:00).
- H. Unless they elect not to be adjusted, jobshare flight attendants with a scheduled vacation period may have their line adjusted in the same manner as month-to-month adjustments to restore the flight attendant's projection up to a minimum of forty hours (40:00), plus or minus two hours (2:00).
- I. The Company shall not be responsible for resolving any disputes between jobshare flight attendants.
- J. Two (2) reserves Jobsharing a line must treat each block of reserve days as a trip. Therefore, they may not split blocks of days unless one (1) block must be split to evenly divide the line.

SECTION 24 – PARTNERSHIP FLYING

- A. For purposes of this Section active flight attendants are those currently holding a place on the monthly bidding seniority list. For example, if a flight attendant is on furlough or in a management position, and is not on the bidding seniority list for the month of October 1998, s/he is not eligible to be included in the October 15, 1998 award process. Once returned to work, and placed on the monthly bidding seniority list, his/her name shall be placed on the Partnership Flying waiting list, if s/he so chooses by submitting the appropriate request.

- B. Active flight attendants having at least two years seniority as flight attendants, including those who are already in the program and who desire to continue, shall be eligible to bid for partnership vacancies. To be considered for an annual award, bids must be submitted no later than 10:00 a.m., central time, October 5. On or before September 15, the Company will post the anticipated number of annual permanent partnership vacancies. Following receipt of the October 5 bids, the Company, in its discretion, will determine the final number of annual permanent partnership vacancies that will be available in each base. The total number of partnership lines will not be more than five percent (5%) of the expected base complement on January 1 of the following year, unless the parties mutually agree to exceed this amount.

- C. Annual awards shall be granted based on seniority among similarly qualified flight attendants competing for partnership positions within each base.

- D. Partnership flying awards shall be announced annually on October 15 for the ensuing calendar year. A flight attendant who is awarded his/her partnership bid will be required to remain in the partnership position for the duration of the partnership award except as otherwise expressly stated in this Section. Removals from the program due to hardship may be granted upon mutual agreement between the Senior Direct of Inflight or her/his designee and the President – Directing General Chairperson of the Union or her/his designee.
- E. Flight attendants who have been awarded partnership flying may elect to form voluntary partnerships with any other similarly qualified flight attendants who also have been awarded partnership flying in their base no later than November 15 by submitting a partners team request in such form as the Company may establish. Those flight attendants who have not submitted partners forms by 10:00 a.m., central time, November 15, will be paired by or the Company in order of seniority. (i.e., The most senior unpaired flight attendant with the next most senior unpaired flight attendant.) Final annual partnership teams will be posted no later than December 1. All partnership awards, whether voluntary or seniority controlled, will be limited to flight attendants in the same base and to qualified partners (i.e., language speakers with other language speakers holding positions in the same primary language and ISMs with ISMs).
- F. If the Company determines to fill vacancies which occur during the year as a result of the transfer, termination, furlough, or displacement of partnership flight attendants, it will do so by awarding the remainder of the year of partnership flying in seniority order to flight attendants whose names shall be

maintained on base partnership flying waiting lists. The lists shall contain the names of eligible flight attendants who bid, but were not awarded partnership positions as well as those of eligible flight attendants whose written bids are received any time after the October 5 deadline, but prior to 10:00 a.m., central time, on the fifth day of the month. A flight attendant may remove his/her standing partnership bid at any time by withdrawing it in writing, but the deadline for such withdrawal in any given month shall be 10:00 a.m., central time, on the fifth. All bids, whether submitted during the year or pursuant to the annual rebid as provided in paragraph A above, will be removed from the active file prior to the annual posting of anticipated openings as provided in paragraph A above. All flight attendants who wish to be considered for inclusion in the following year's program must submit bids every year, including incumbent participants and those who submitted bids during the course of the year.

- G. Partners who elect to transfer in accordance with the provisions of Section 17 will be removed from the partnership program once the transfer is awarded. When such a flight attendant reports for duty in her/his new base, s/he may place his/her name on the waiting list at his/her new base. In the event that the transfer is rescinded the flight attendant shall return to his/her previous base as a non-partner flight attendant. A flight attendant whose partner exits the program (e.g., as the result of a transfer, termination, furlough, displacement, etc.) will continue in the program, and will be paired with another unpaired partner, or if a vacancy is announced by the Company, with the next person on the waiting list. If there are no other unpaired partners and no flight attendants on the waiting list the remaining partner will drop fifty percent (50%) of

his/her line each month until a new partner is awarded using these procedures.

- H. Monthly partnership line awards will be determined by the bid of the senior partner on the team. The two partners will split the line 50/50 to the extent possible. Each partner will be required to have a minimum of forty (40) scheduled hours in her/his share of the monthly bid line. If the splitting of the bid line does not provide each partner with the minimum forty (40) hours, Scheduling will make the necessary adjustments to bring her/his monthly projection to the minimum forty (40) hours plus or minus two (2) hours. However, it is the ultimate responsibility of the partner(s) to be aware of the new adjusted bid line. Two (2) reserve partners sharing a line must treat each block of reserve days as a trip, therefore they may not split blocks of days unless one block must be split to evenly divide the line.
- I. Within forty-eight (48) hours after the bid results are posted, the partners will notify Scheduling of the name of the partner responsible for covering each specific trip for the month.
- J. Pay will be based on the flight attendant's credited flight time in her/his portion of the partnership bid line.
- K. A partnership flight attendant may not reduce her/his line projection below twenty-five hours (25:00) in any month. A partnership flight attendant is limited to a monthly maximum of fifty-five scheduled hours (55:00) in any month.
- L. Partnership flight attendants with a scheduled vacation period may have their line adjusted in the same manner

as month-to-month adjustments to restore the flight attendant's projection up to a minimum of forty hours (40:00), plus or minus two (2) hours.

- M. The Company will not be responsible for resolving disputes between partnership flight attendants regarding the monthly division of their line.
- N. Partnership flight attendants will accrue and retain seniority and longevity in the same manner as all other flight attendants.
- O. Partners shall receive all variable pay elements (including on-time bonuses and 401(k) match), 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), shall also receive full vacation accrual as provided for in the Collective Bargaining Agreement, and two hours (2:00) of sick leave accrual plus two and one half hours (2:30) OJI bank accrual for each month the flight attendant remains on the payroll, but shall not be eligible for flex dollars.
- P. Either party may request a meeting to discuss the administration of the program at any time during the life of this Agreement. In addition, it shall be reviewed by the parties when the Agreement is next opened for amendment, and have a duration which is co-terminus with the Collective Bargaining Agreement.
- Q. It is understood that the Partnership Program is not intended to replace month-to-month jobshares, as provided for in Section 23. The Company will continue to determine the availability of monthly jobshares in the

same manner, and upon the same bases as it has in the past, without regard to the existence of, or level of participation in the Partnership Program.

SECTION 25 - NON-FLYING PERSONNEL

- A. The Company may replace scheduled flight attendants with other cabin qualified personnel on a trip(s) as long as the displaced flight attendants suffer no flight pay loss.

- B. If a flight attendant engaged in non-flying duties within the Company returns to flight attendant status, s/he will be permitted to return to the base to which s/he is assigned. If the flight attendant does not have sufficient seniority to hold her/his previously assigned base, s/he will be permitted to fill a permanent vacancy to which her/his system seniority entitles her/him or to displace the junior flight attendant on the system, provided the flight attendant is junior to her/him. After the flight attendant accepts one (1) of these assignments, or is furloughed, her/his seniority rights will be governed by the provisions of this Agreement.

SECTION 26 - 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:
1. Medical Plans, Indemnified and HMO;
 2. Dental Plan;
 3. Employee Voluntary Life, AD&D, LTD;
 4. IAM National Pension Plan and 401(k) Savings Plan
- B. The 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 hours (14:00) 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/ noncontributory), 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).

SECTION 27 - UNION SECURITY AND CHECK-OFF

I. Union Security

- A. Each employee now or hereafter employed as a flight attendant covered by this Agreement shall, as a condition of continued employment, within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later become a member of the Union and shall maintain membership in good standing (as described below) in the Union so long as this Section remains in effect; provided, that such condition shall not apply with respect to any employee to whom such membership is not available on the same terms and conditions as are generally applicable to any other member of his or her occupation or with respect to any employee to whom membership is denied or terminated for any reason other than failure of the employee to tender the initiation and reinstatement fees, assessments, and monthly dues uniformly required of other employees in his or her occupation as a condition of acquiring or retaining membership.

For the purpose of this Agreement “membership in good standing” in the Union shall consist of the payment by the employee of initiation fees (except in the case of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as hereinafter described) for each calendar month, plus the payment of such assessment(s), within prescribed time limits, as may be levied in accordance with the

procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local lodges, Counsels and Conferences."

- B. If an employee, who is required to become a member of the Union, as provided in this Section, does not become a member of the Union within the time limits specified in this Section for employees in her or his occupation covered by this Agreement, the Union shall notify the appropriate Company Vice President with a copy to the employee, that such employee has failed to become a member of the Union as required by this Section and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that he is to be discharged from the service of the Company and shall promptly take proper steps to discharge said employee.

- C. When an employee holding seniority under the Agreement leaves and then returns to the coverage of the Agreement from a position in which s/he was not covered, s/he must assume her/his obligation to the Union within seven (7) calendar days after return. Failure to comply will cause the employee to be discharged. If an employee covered by this Agreement becomes delinquent by more than two (2) calendar months in the payment of monthly dues, including assessments, the Union shall notify the employee in writing, certified mail, return receipt requested, with a copy to the appropriate Company Vice President that said employee is delinquent in the payment of monthly membership dues as specified herein and, accordingly, will be subject to discharge as an employee of the Company. Such letter shall also notify the employee that s/he must remit the required payment within seven (7) days from receipt of such notice or be subject to discharge by the Company.

- D. If such employee still remains delinquent in the payment of dues after receipt of said notice, the Union shall notify, in writing the appropriate Company Vice President with a copy to the employee, that the employee has failed to remit payment of dues within the grace period allowed herein and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that s/he is to be discharged from the service of the Company, and shall promptly take, the proper steps to so discharge the employee.
- E. The Company will, within three (3) working days after the receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required in the preceding paragraph, subject to the provisions of paragraph G. below.
- F. An employee terminated at the request of the Union as per this Article and under this Agreement shall be deemed to have been discharged for cause and the Company shall not be liable for any wages or pay claims of any type from such employee. In the event of a court judgment to the effect that the discharge was improper, the Union hereby agrees to hold the Company harmless and will reimburse the Company for any cost whatsoever involved.
- G. In any event it is agreed that the company will not be required to terminate any employee, in compliance with this Section, prior to thirty (30) days from the Union's notification to the Company to do so, in order that the Company be able to hire a suitable replacement for the employee in question.

II. Dues Check Off

During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and Bylaws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereunder included in this Agreement to be known as the "Check-Off Form," which shall be prepared and furnished by the Union. The Company will not be required to deduct monthly membership dues from the pay of employees covered by this Agreement unless (1) the Company has received a Check-Off Form, and (2) the dues for the employee conforms to the applicable dues for employees of his/her occupation at her/his point on the system. The Union agrees that it shall indemnify and hold the Company harmless from and against any liability whatsoever for compliance with dues check-off procedures provided in this Agreement.

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AND
CONTINENTAL MICRONESIA
AUTHORIZATION FOR CHECK-OFF OF
INITIATION FEE AND OF UNION DUES

I hereby authorize the Company to deduct from my first paycheck of the month the amount equivalent to fifty percent (50%) of the initiation fee as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of said Union.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to fifty percent (50%) of the initiation fee as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of said Union.

I further authorize the Company to deduct the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of said Union. Said dues shall be deducted from the second paycheck of the next month and every month thereafter.

Contributions or gifts to the Local Lodge and/or District Lodge 142 of the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Employee Number	Occupation
Initiation Fee	Monthly Dues
Employee Signature	Date
Employee Name (please print)	Station/Location
Home Address	City State Zip Code

SECTION 28 - MISSING, INTERNED OR HOSTAGE

- A. If a flight attendant is involuntarily missing-in-action, held hostage or taken prisoner of war while performing official duties for the Company, s/he will be entitled to full pay and accrual of all benefits. This will continue for an indefinite period of time or until proof of death is legally determined. Pay and benefits will be given to the beneficiary(ies) designated by the flight attendant. In the absence of a letter of instruction designating beneficiary(ies), the Company will deposit all applicable benefits for said flight attendant until her/his status has been legally determined.
- B. A flight attendant will maintain and continue to accrue seniority and longevity for pay purposes during periods in which s/he is held hostage, prisoner, or missing-in-action. All retirement fund accruals and contributions will continue during this period.

BENEFICIARY FOR MISSING, INTERNED OR HOSTAGE PROVISION

NAME: _____

EMPLOYEE NUMBER: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS: _____

NAME OF BENEFICIARY: _____

RELATION TO EMPLOYEE: _____

ADDRESS: _____

PHONE: _____

SIGNATURE OF EMPLOYEE: _____

SECTION 29 - DURATION

This Agreement will become effective upon ratification and will continue in full force and effect until December 31, 2010, 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, I 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.

Signed this 1st day of June, 2006.

FOR:
CONTINENTAL
MICRONESIA, INC.

FOR:
THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

/s/ MARK ERWIN

/s/ CARLA WINKLER

/s/ CLARISSA PEREZ

/s/ WILLIAM O'DRISCOLL

/s/ DIXON MCKINZIE

/s/ TOM HIGGINBOTHAM

/s/ TERESA SAGE

/s/ KEN BOONE

/s/ MORNA RECTOR

/s/ CYNTHIA IVERSON

/s/ JUANITA CAPULONG

June 1, 2006

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: B-777 Crew Rest

Dear Bill:

This will confirm our conversations during the recent collective bargaining agreement regarding the potential future use of B-777 aircraft.

The Company has agreed that in the event long haul flights using B-777 or comparable aircraft are flown by Continental Micronesia, we will meet and agree upon appropriate crew rest provisions applicable to such flying.

Very truly yours,

/s/ Bill Meehan
President

September 24, 1996

Mr. William O'Driscoll
President and Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: BASIC LANGUAGE PROGRAM

Dear Mr. O'Driscoll:

In addition to the side letter of agreement providing for tuition reimbursement to flight attendants who obtain language proficiency, the Company will provide a Basic Language Program (BLP).

Eligibility:

1. Company will provide a basic language study guide to assist the employee in preparation for language testing.
2. Company will provide information on local sources for language instruction. Such instructions will be reimbursed by the Company up to a maximum of \$500 with prior approval. This program is applicable only to languages designated by the Company.
3. Employee is required to pass a basic language test developed and scored by an independent qualified professional in order to be considered a participant in the Basic Language Program. The Company and the Union will meet to mutually agree upon the language testing procedures used for establishing eligibility and the recurrent testing. The curriculum shall be based on basic phrases the flight attendants use during the course of their duties on the aircraft.

Compensation:

1. Effective June 1, 1997, the Company will begin paying all employees not assigned to a Language Specialty Base, one-half of the BLP premium (\$1.00 for every flight hour actually worked, inclusive of deadhead and vacation).
2. Effective June 1, 1997, Basic Language Study Guides will be available.
3. Effective June 1, 1997 and each bid period thereafter, the Company will make no less than one (1) language testing session available to each flight attendant desiring to be tested. Each employee that passes the independent language testing will receive the remaining BLP premium of \$1.00 (\$2.00 total per flight hour actually worked, inclusive of deadhead and vacation) beginning with the first day of the next bid period.
4. If the employee does not qualify as a Basic Language participant by January 1, 1998, the premium will cease until such time as the employee becomes qualified.
5. The Basic Language Program is intended only to be a crew enhancement and is not to be considered a part of or a replacement for Language Specialists.
6. The Basic Language Program premium is based on the program eligibility and not on segments or destinations flown.

Very truly yours,

/s/ Marty Woodward
Vice President
Human Resources

Agreed:

/s/ William O'Driscoll
President And Directing
General Chairman

September 24, 1996

Mr. William O'Driscoll
President and Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

Re: BID LINE CONSTRUCTION

Dear Mr. O'Driscoll:

This will confirm our discussions regarding the construction of bid lines. We have agreed that when the Company finds it necessary to do so, it may build up to twenty percent (20%) of the bid lines with a maximum of three percent (3%) more hours that reflected in Section 7.A.1. of the collective bargaining agreement.

Very truly yours,

Agreed:

/s/ Marty Woodward
Vice President
Human Resources
June 1, 2001

/s/ William O'Driscoll
President and Directing
General Chairman

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: Customer Complaints

Dear Bill:

This will confirm our conversations regarding the handling of customer complaints.

Upon receiving In-flight's receipt of a customer complaint, if the Company intends to use the complaint for disciplinary purposes an investigation will be conducted as follows:

1. The flight attendant will be promptly notified of the complaint and its substance in sufficient detail to identify the date of the incident, the flight on which it occurred, and the substance of the complaint.
2. The Company will promptly attempt to obtain any additional information from the customer pertinent to the incident.
3. If the Company has insufficient information to ascertain the facts of the matter and the customer declines to provide additional information, the complaint shall be disregarded.

4. The flight attendant and/or his/her representative shall be provided an opportunity to review the complaint and respond to its content prior to the rendering of any disciplinary action.
5. This Letter is not intended to change or extend the time limits provided for in Section 20, Investigations and Section 21, Grievance Procedure, of the collective bargaining agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President - Directing General
Chairperson

June 1, 2001

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: Domestic Partner Health and Welfare Benefits

Dear Bill:

This is to confirm the understanding recently reached in collective bargaining negotiations regarding the provision of benefits, including health and welfare (health, dental and vision care insurance), dependent life insurance, and COBRA continuation benefits for flight attendants' domestic partners, as that term is defined in the collective bargaining agreement.

We have agreed that, to the extent Continental Micronesia is able to make them available, the Company will make the above-referenced benefits available to Domestic Partners. It is understood, for example that in some places insurance regulations do not allow Health Maintenance Organization health insurance coverage for domestic partners.

Flight attendants shall be entitled to designate a domestic partner in lieu of a spouse for these benefits upon ratification of the collective bargaining agreement, and each year during the Company's annual benefits enrollment period.

To the extent reasonably possible, benefits will be provided on a basis consistent with similar benefits for employees' spouses, except that flight attendants obtaining domestic partner benefits shall be responsible for any cost(s) incurred which are not incurred or borne by the Company for the same benefit(s) when provided to employees' spouses. By way of example only, such costs may include federal and local tax liabilities. The Company is expressly authorized to deduct all such additional costs from flight attendants' paychecks.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President - Directing General
Chairperson

June 1, 2001

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

Re: Duty Free Sales

Dear Bill:

In accordance with Section 6 of the CMI/IAM CBA, the parties intend to provide incentives for Duty Free sales on the following basis

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

1. On flight segments exceeding \$500.00 in sales, the ISM and the assist flight attendant working the Duty Free cart will receive the following bonus:
 - ISM – an additional \$10.00
 - Assist flight attendant – an additional \$5.00

2. On flight segments exceeding \$1,000.00 in sales, the ISM and the assist flight attendant working the Duty Free cart will receive the following bonus:
 - ISM – an additional \$20.00
 - Assist flight attendant – an additional \$10.00

3. Additionally, a quarterly bonus will be awarded to the top three sales for the ISM and assist flight attendant on the following scale:
 - Highest sale for the quarter:
ISM: \$200.00 Assist: \$100.00
 - 2nd highest sale for the quarter:
ISM: \$100.00 Assist \$50.00
 - 3rd highest sale for the quarter:
ISM: \$50.00 Assist \$25.00

The Union acknowledges that this bonus plan is temporary in its entirety, and that the Company reserves the right to revoke/alter the bonus plan, at its discretion, after notifying the Union at least thirty (30) days in advance.

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President - Directing General
Chairperson

June 1, 2001

Mr. William O'Driscoll
President - Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: Extended Range Aircraft

Dear Bill:

This will confirm our conversations regarding the potential use of extended range aircraft at Continental Micronesia.

We have agreed that if extended range aircraft (e.g., B777) are used by Continental Micronesia on flights exceeding twelve hours (12:00) scheduled duration, the parties will adopt the extended range duty limitations employed by Continental Airlines.

Very truly yours,

Agreed,

/s/ Bill Meehan
President

/s/ William O'Driscoll
President – Directing General
Chairperson

June 1, 2001

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

Re: Flight Time for Committee Work

Dear Bill:

This will confirm our discussions regarding the provision of credited flight time to be available for use for Union participation in Committee activities as provided in the collective bargaining agreement and the various letters attached thereto. The Company has agreed to provide an amount equal to fifty hours (50:00) per month to be available for such committee work.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President - Directing General
Chairperson

MEMORANDUM OF UNDERSTANDING
between
CONTINENTAL MICRONESIA, INC.
and
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Continental Micronesia, Inc. (“CMI” or “the Company”) and the International Association of Machinists and Aerospace Workers (“IAM” or “the Union”) have reached this memorandum of understanding in order to comply with the provisions of the Family Medical Leave Act of 1993 (“FMLA”). This memorandum of understanding provides some benefits which are greater than those set forth in the CMI/IAM Agreement. FMLA leave may be used up to twelve (12) months after the birth or adoption of a child, when a family member suffers a serious health condition requiring continuing care and a medical health care provider certifies that the flight attendant is needed for such care, and when the flight attendant her/himself is seriously ill or injured. Family member is defined as spouse (as recognized by state law where the flight attendant lives), a parent (a biological parent or legal guardian who raised the flight attendant when she/he was a child), son or daughter (a biological, adopted, foster or step child, legal ward or minor child who is being raised by the flight attendant). The child(ren) must be under 18 years of age or incapable of self-care (due to mental or physical disability). Each non-probationary flight attendant who has been available for duty for sixty percent (60%) of the time during the twelve (12) month period immediately preceding the commencement of the FMLA leave is entitled to the equivalent of ninety (90) calendar days (approximately sixty (60) work days) of unpaid FMLA leave in any twelve (12) month period. All FMLA leave is unpaid.

1. Flight attendants are required to give thirty (30) days advance notice if the leave is foreseeable, such as with the birth or placement of a child or planned medical treatment. If thirty (30) days is not practicable, as much advance notice as possible should be given.
2. The Company may require medical certification for FMLA leave and will be using the prescribed Department of Labor model form. Flight attendants may be required on a periodic basis, to provide evidence of continuing eligibility for FMLA leave.
3. When FMLA leave entitlement is exhausted, additional leave may be granted in accordance with the CMI/IAM Agreement. Flight attendants suffering from serious health conditions or who are pregnant will have the option of using paid sick leave prior to utilizing unpaid FMLA leave. All flight attendants may choose to exhaust unused vacation time before using FMLA leave.
4. Flight attendants who are using FMLA leave to recover from a serious health condition or to care for a family member who has such a condition may take the leave on an intermittent basis if the treating medical care provider deems it necessary. For the purpose of tracking intermittent FMLA leave usage, flight attendants shall be entitled to two hundred fifty hours (250:00) (three (3) months at eighty-three hours and thirty-three minutes (83:33) per month) of FMLA leave in any twelve (12) month period. Flight attendants will be charged the actual time missed or four hours and nine minutes (4:09) (eighty-three hours and thirty-three minutes (83:33) per month divided by twenty (20 days per month) for each day or portion of a day missed for FMLA leave purposes, whichever is less.

5. Seniority for all purposes will continue to accrue during the ninety (90) days of family medical leave. Thereafter, continuing absences will accrue bid seniority only. Application of family medical leave will not be considered for attendance related purposes.
6. The Company will maintain group health benefits during the family medical leave period on the same conditions as coverage would have been provided if the flight attendant had been employed continuously during the leave period.
7. Flight attendants on FMLA leave who wish to travel must request a letter of authorization. This letter must be signed and approved by the employee's supervisor and the Employee Relations manager. The original letter of authorization must be carried with the eligible traveler when traveling. Pass travel on maternity/paternity leaves is available with authorization. Pass travel during a serious health condition leave is available only for travel to/from the location of the family member requiring care.
8. Nothing in this agreement shall preclude A flight attendant from taking family medical leave (a) before the birth of a child for prenatal care if her condition makes her unable to work or (b) before the actual placement or adoption of a child if an absence from work is required for the placement, adoption or foster care to proceed.
9. The Company and the Union agree to follow the final regulations implementing FMLA to ensure that this memorandum of understanding complies with those regulations.

AGREED, this 24th day of September, 1996.

FOR:
Continental Micronesia, Inc.

FOR:
International Association of
Machinists and Aerospace
Workers

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President – Directing
General Chairman

June 1, 2001

Mr. William O'Driscoll
President and Directing General Chairperson
International Association of Machinists
& Aerospace Workers
400 N.E. 32nd St.
Kansas City, MO 64116

RE: FURLOUGH PROTECTION

Dear Mr. O'Driscoll:

The Company agrees that it will not furlough flight attendants on the flight attendant seniority list(s) as of the effective date of the 2001 Agreement during the term of this Agreement so long as it is utilizing foreign nationals, provided, however, that this no furlough agreement shall not apply if the Company's operations are shut down in whole or in part as a result of an Act of God, regulatory or judicial actions, or other unforeseeable acts.

Furthermore, no Continental Micronesia flight attendant who is working for the Company will be replaced by a foreign national during the term of this Agreement.

Very truly yours,

Agreed:

/s/ Bill Meehan
President
Chairman

/s/ William O'Driscoll
President and Directing General
Chairman

LETTER OF AGREEMENT
Between
CONTINENTAL MICRONESIA, INC.
And
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

WHEREAS, the extraordinary events of September 11, 2001 had a devastating impact on the airline industry, and

WHEREAS, as a result of the unforeseeable events of September 11, 2001 a number of Continental Micronesia, Inc (the “Company” or “CMI”) flight attendants were furloughed in accordance with the CMI/IAM collective bargaining agreement, and

WHEREAS, the parties recognize that the unforeseeable events of September 11, 2001 are continuing to have a direct impact on the Company’s operations, and

WHEREAS, the parties also recognize that the continuing impact of the events of September 11, 2001 may affect the Company’s ability to initiate and sustain new routes, and

WHEREAS, CMI now has a potential opportunity to recall a substantial number of those furloughed flight attendants, and

WHEREAS, the International Association of Machinists and Aerospace workers (the “Union” or the “IAM”) has discussed this matter with the Company and believes that the terms of this Agreement provide the best long-term benefits for the flight attendants and

NOW, THEREFORE, in full, final and binding settlement of any and all claims or issues, related to the recall of CMI flight attendants to staff the HNL-NGO route, the parties hereby agree as follows:

- A. Flight attendants who are currently furloughed from CMI shall be offered recall to vacancies in accordance with the provisions of Section 18 of the CMI/IAM agreement.

- B. In the event a reduction in force becomes necessary due to the company's operations being shut down in whole or in part as a result of an Act of God, regulatory or judicial actions, or other unforeseeable acts, the parties agree to meet and resolve any issues involved, including the filling of vacancies at Continental Airlines by those furloughed.

Agreed, this 21st day of September 2004.

Continental
Micronesia, Inc

International Association of
Machinists and Aerospace Workers

/s/ Mark Erwin
Senior Vice President,
Asia Pacific

/s/ William O'Driscoll
President and Directing General
Chairman

June 1, 2001

Mr. William O'Driscoll
President and Directing General Chairperson
International Association of Machinists
& Aerospace Workers
400 N.E. 32nd St.
Kansas City, MO 64116

Dear Mr. O'Driscoll:

This letter will confirm our agreement that in the event that Continental Micronesia finds it necessary to furlough flight attendants pursuant to the terms of Section 18 of the collective bargaining agreement, we will meet and discuss whether there are opportunities for continued employment with affiliated carriers, and if so, the terms upon which such opportunities may be offered to Continental Micronesia flight attendants.

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President – Directing General
Chairperson

June 1, 2006

Mr. William O'Driscoll
President - Directing General Chairman
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

Re: Health and Welfare Benefits

Dear Bill:

This will confirm our conversations regarding health and welfare benefits and contributions for Flight Attendants.

For the duration of the Agreement, participant premiums and the payment amounts for office visit co-pays, specialty care visit co-pays, employee co-insurance, hospital visit co-pays, emergency visit co-pays, urgent care co-pays, deductible amounts, and out-of-pocket limits for flight attendants will not exceed the participant premiums and the payment amounts for office visit co-pays, specialty care visit co-pays, employee co-insurance, hospital visit co-pays, emergency visit co-pays, urgent care co-pays, deductible amounts, and out-of-pocket limits for other Continental Micronesia employee groups.

This letter of agreement shall remain in full force and effect for the duration of the current collective bargaining agreement, and shall become amendable in the same manner and at the same time as that Agreement.

Very truly yours,

Agreed:

/s/ Mark Erwin
President & CEO

/s/ William O'Driscoll
President - Directing General
Chairperson

September 24, 1996

Mr. William O'Driscoll
President and Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: ISM SENIORITY

Dear Mr. O'Driscoll:

This letter will confirm our agreement that:

1. The International Service Manager ("ISM") classification seniority date for all flight attendants in the classification as of the effective date of the Agreement will be the effective date of the Agreement.
2. The seniority ranking of all flight attendants in the ISM position as of the effective date of the Agreement will be the same as it was under the former collective bargaining agreement.
3. This letter shall have no effect on the ISM length of service calculation for pay purposes utilized pursuant to Section 5.C. of the former contract, and consequently, no current ISM shall suffer any reduction in ISM longevity pay as a result of this letter.
4. As of the effective date of the Agreement, all flight attendants will be given an opportunity to apply for an ISM position until July 1, 1997.
5. The ISM classification date of successful applicants applying during this period will be the effective date of the Agreement. Consistent with past practice,

successful applicants will be ranked in accordance with their flight attendant bidding seniority date.

6. The ISM classification seniority date for all flight attendants applying and becoming ISMs after the July 1, 1997 period referred to in paragraph 4. above will be determined pursuant to Section 16. of the Agreement. The ranking of ISMs with the same classification seniority date shall be determined by their flight attendant bidding seniority date.

Very truly yours,

Agreed:

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President and Directing
General Chairman

June 1, 2006

Mr. William O'Driscoll
President and Directing General Chairperson
International Association of Machinists
& Aerospace Workers
400 N.E. 32nd St.
Kansas City, MO 64116

RE: Jetway Trades

Dear Mr. O'Driscoll:

This letter will confirm the discussions we had concerning Jetway Trades.

A flight attendant who wishes to drop the last leg of a pairing in order to remain downline at the end of a trip may initiate a "Jetway Trade." Jetway Trades require the approval of Crew Scheduling. A flight attendant may trade a portion of a trip pairing in accordance with the following:

1. Jetway Trades must be requested by calling Crew Scheduling, and may not be done utilizing the CCS or VRS systems.
2. Crew Scheduling will approve the Jetway Trade if all of the following conditions are met:
 - The replacement flight attendant must be on a day off, and must satisfy all contractual and FAR requirements (e.g., duty limits, rest requirements, check-in, etc.), The

trade may not result in any flight attendant illegality. A trade that results in an unforeseen illegality will not cause any pay protection; make-up of the lost time is the flight attendant's obligation.

- Both flight attendants are lineholders,
 - The segment traded is between Guam, Saipan, and/or Hawaii (no international segments),
 - The segment traded is the last segment of the pairing,
 - The segment traded is not a deadhead segment,
 - The trade is requested no earlier than one (1) calendar day and no later than four (4) hours prior to the scheduled departure of the traded segment,
 - SWAP is not in effect and no other emergency situation exists.
 - Special qualifications must be maintained.
3. If Crew Scheduling approves the trade, the resulting change in flying will be considered part of the Flight Attendant's scheduled duty day.
 4. The replacement Flight Attendant must confirm the assignment with Crew Scheduling at least two (2) hours prior to scheduled departure.
 5. The original Flight Attendant must remain with the aircraft until the replacement Flight Attendant is present. (I.e., There must be a physical handoff at the airplane.) The replacement flight attendant must be at the airplane no later than one (1) hour prior to scheduled departure. If, for any reason the replacement Flight Attendant does not report for duty, the original Flight Attendant must operate the segment.
 6. When the trade is approved neither flight attendant may personal drop (PD), Trade, or drop the trip.

7. Approval of a Jetway Trade will not, of and by itself, entitle either Flight Attendant to be provided a hotel room.

Very truly yours,

Agreed:

/s/ Mark Erwin
President & CEO

/s/ William O'Driscoll
President – Directing General
Chairperson

June 1, 2006

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: Jetway Trade Exceptions

Dear Mr. O'Driscoll:

This will confirm our discussions regarding exceptions to the restrictions on Jetway Trades.

We have agreed that the Company may, from time to time, designate certain specific flights as eligible for Jetway Trades even though such flights would otherwise violate the restrictions on jetway trades. For example, flights which are not “domestic” or which are not the last segment of a pairing. Flights which are initially designated as exceptions shall be:

1. Flight 957 (“The Island Hopper”) eligible for trade only if all segments between HNL and GUM are traded as a block, and
2. HNL–NGO–GUM, provided the end point of the trade is GUM.

The Company may, either add or remove flights from this eligibility list, provided that if flights are removed from the list, the Union will be notified in advance and given an opportunity to meet and confer regarding the removal.

Very truly yours, Agreed:

/s/ Mark Erwin
President and CEO

/s/ William O'Driscoll
President – Directing General Chairperson

LETTER OF AGREEMENT
between
CONTINENTAL MICRONESIA, INC.
and
THE INTERNATIONAL ASSOCIATIONS OF
MACHINISTS
AND AEROSPACE WORKERS

WHEREAS, the parties desire to ensure that the number of Language Specialist lines does not prevent a minimum number of non-Language Specialists from the opportunity to staff its aircraft on routes where language specialty is required,

NOW, THEREFORE, the parties hereby agree as follows:

The Company may fill Language Specialist positions on all flight segments with preferential bids from the most senior qualified flight attendants having the required language qualifications, up to fifty percent (50%) of the cabin crew complement except that the B-727 will be staffed with at least two (2) non-Language Specialist flight attendants.

The Company will continue its past practices with respect to the designation of routes requiring language positions.

When Language Specialists are not available and the minimum language specialist route requirements as set forth cannot be met, the Company may utilize foreign nationals who are fluent in speaking English to temporarily meet those requirements as follows: one (1) position on all aircraft with 160 customer seats or less; two (2) positions on DC-10; two (2) positions on B-757 and four (4) positions on B-747 aircraft. Without exceeding the aggregate foreign national positions set forth above, the Company may utilize the foreign nationals in accordance with the needs of service.

In the event additional aircraft types are added to the Company fleet, the limits for those aircraft will be established by reference to comparable aircraft types presently in the fleet listed above. In the event that there is no comparable aircraft type in the list above, the parties shall meet and agree upon the appropriate numbers. Prior to such agreement, the Company may staff such aircraft using the principles stated in this Letter. The Union shall be entitled to challenge the Company's designation (as not being "comparable") utilizing the grievance procedure set forth in the collective bargaining agreement. The Company agrees to expedite the processing of such grievance if requested by the Union.

AGREED, this 17th day of April, 1997.

FOR:
Continental Micronesia, Inc.

FOR:
International Association of
Machinists and Aerospace
Workers

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President and Directing
General Chairman

LETTER OF AGREEMENT
between
CONTINENTAL MICRONESIA, INC.
and
THE INTERNATIONAL ASSOCIATIONS OF
MACHINISTS
AND AEROSPACE WORKERS

WHEREAS, Continental Micronesia desires to promote the acquisition and utilization of language specialty expertise among its flight attendants, and

WHEREAS, the parties recognize that the cost of acquiring language skills can be significant, and

WHEREAS, Continental Micronesia is, under certain circumstances willing to assist in deferring some or all of the costs of such training, and

WHEREAS, the parties hereto desire to establish specific parameters for the reimbursement of language training expense,

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company will designate from time to time those languages for which it has a business need, and for which it is willing to provide educational expense reimbursement.
2. The Company may require as a condition of reimbursement that flight attendants wishing to obtain reimbursement submit such advance information regarding instructional programs as it may deem necessary or desirable.

3. No later than thirty (30) days following the submission of all information required pursuant to paragraph 2. above, the Company will indicate whether the instructional program is approved for this reimbursement program.
4. Seniority shall govern the selection(s) in the event that there are more applicants than the Company can accommodate for either the jobshare/leave features of this program or in competition for positions in language specialty bases.
5. Flight attendants engaging in language specialty instructional programs pursuant to this agreement shall be entitled to priority consideration for leaves and jobshares should they so request for a maximum period of one (1) year from the initial date of enrollment in the language program.
6. The Company shall select objective standards/means (comparable to Berlitz standards) for determining language proficiency/qualification. Upon request by the Union, the Company will promptly meet and confer regarding the standards which are being applied and/or the means by which those standards are applied.
7. Upon demonstration of language proficiency and the submissions of receipts (or outstanding charges) from a program approved pursuant to paragraph 3. above, the Company will reimburse expenses incurred (limited by the expense reimbursement parameters contained in corporate policy) for the program, and all tuition or other similar charges to a maximum of four thousand dollars (\$4,000).

8. A flight attendant who has obtained tuition reimbursement pursuant to this program may be assigned by the Company to a language specialty base, and if so assigned, will remain in the base for a period of at least eighteen (18) months from the date of the assignment.
9. Flight attendants holding a language specialty qualification may be required to revalidate their language proficiency on an annual basis. The Union shall be entitled to observe the administration of the qualification and/or revalidation processes established by the Company.

AGREED, this 24th day of September, 1996.

FOR:
Continental Micronesia, Inc.

FOR:
International Association of
Machinists and Aerospace
Workers

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President and Directing
General Chairman

June 1, 2006

Mr. William O'Driscoll
President - Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

Re: LPPs

Dear Bill,

This letter will confirm our understanding regarding the treatment of the Continental Micronesia flight attendants.

In the event of a merger of airline operations between the Continental Micronesia and another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger flight attendant seniority list in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.

Very truly yours,

/s/ Mark Erwin
President & CEO

LETTER OF AGREEMENT
between
CONTINENTAL MICRONESIA, INC.
and
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
Regarding
Implementation Of New Technology

WHEREAS, the parties desire to provide for an orderly process to resolve issues raised by the use of new technology which affect flight attendant duties;

NOW, THEREFORE, the parties mutually agree as follows:

In the event that the use of new technology will result in material changes to the duties performed by flight attendants during the term of the collective bargaining agreement, the parties will promptly meet for the purpose of agreeing upon the method and particulars of the implementation of the new technology.

AGREED, this 1st day of June, 2001.

Continental
Micronesia, Inc.

International Association Of
Machinists And Aerospace Workers

/s/ Bill Meehan
President

/s/ William O'Driscoll
President - Directing General
Chairperson

June 1, 2006

Mr. William O'Driscoll
President - Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: Special Provisions Relating to NGO

Dear Bill:

This will confirm our conversations regarding the HNL-NGO and NGO-HNL flying.

We have agreed that the ground transportation between the airport and the hotel at NGO shall be available within forty-five minutes (0:45) of block in. When ground transportation is not available within such time limit, the flight attendants may proceed as provided in Section 9.D.

We have further agreed that the provisions of Section 4.S relating to crew rest seats shall not apply to either HNL-NGO or NGO-HNL segments. That is, crew rest seats will not be blocked on these segments. However, designated crew rest seats may be utilized on flight segments (HNL-NGO and/or NGO-HNL) in excess of eight hours provided that customers are not assigned to those seats.

On wide-body HNL-NGO and NGO-HNL flight segments scheduled over eight (8) hours, four (4) designated economy seats may be used for crew rest, provided the seats are not occupied by customers. The designated seats will have curtains provided for privacy. Signs or makeshift curtains are not permitted. These four (4) seats will be the last seats assigned.

Very truly yours,

Agreed,

/s/ Mark Erwin
President & CEO

/s/ William O'Driscoll
President – Directing General
Chairperson

June 1, 2001

Mr. William O'Driscoll
President - Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: Pairing Construction

Dear Bill:

This will confirm our conversations regarding pairing construction.

We have agreed that, at the request of the President – Directing General Chairperson of the Union, we will meet and confer for the purpose of resolving issues relating to the construction of any pairing(s) and to consider alternate constructions suggested by the Union.

Very truly yours,

Agreed,

/s/ Bill Meehan
President

/s/ William O'Driscoll
President – Directing General
Chairperson

LETTER OF AGREEMENT
between
CONTINENTAL MICRONESIA, INC.
and
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
Regarding
Pension

WHEREAS, Continental Micronesia, Inc. (CMI or Company) and the International Association of Machinists and Aerospace Workers (IAM or Union) desire to protect the future retirement security of CMI flight attendants,

It is therefore agreed and understood:

Effective January 1, 2007, CMI flight attendants will join the IAM National Pension Plan. Thereafter for the remaining term of the collective bargaining agreement, CMI shall make contributions to the IAM Plan on behalf of each eligible Flight Attendant equal to at least one dollar (\$1.00) times the number of hours paid, multiplied by one point eight nine one (1.891), to the maximum specified by the IAM Plan. (I.e., One dollar and eighty-nine point one cents (\$1.891) times the number of hours paid.)

Company payments under the CMI Retirement Plan shall be cease upon the effective date of admission into the IAM Plan, and the flight attendants will retain their existing CMI Retirement Plan benefits as of that date.

AGREED, this 1st day of June, 2006.

Continental
Micronesia, Inc.

International Association Of
Machinists And Aerospace Workers

/s/ Mark Erwin
President & CEO

/s/ William O'Driscoll
President - Directing General Chairperson

June 1, 2006

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: Enhanced Profit Sharing

Dear Bill:

This will confirm our conversations during the recent collective bargaining agreement regarding the Continental Airlines, Inc. profit sharing program.

We have agreed that as of the effective date of the collective bargaining agreement (i.e., pro-rated for that portion of 2006 during which they are participants) flight attendants will be included in the enhanced profit sharing plan, so long as Continental Micronesia remains a wholly owned subsidiary of Continental Airlines. Pursuant to the terms of the Plan, CMI flight attendants will receive their share of 30% of the first \$250MM of profit, 25% of the next \$250MM, and 20% of all profit in excess of \$500MM, such amounts to be pro-rated for any partial year(s) of participation. The CMI Flight Attendant share of the distribution of profits will be based one-half on CMI Flight Attendants' relative share of cost reductions and one-half on CMI Flight Attendants' relative share of Continental payroll.

We have further agreed that in the event that a payment from the Profit Sharing Plan is due, the Company and the IAM will meet and agree regarding the details of how payments will be made under the Plan.

Very truly yours,

/s/ Mark Erwin
President & CEO

June 1, 2001

Mr. William O'Driscoll
President - Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: Protection of Flight Attendants from Assault

Dear Bill:

This will confirm our conversations regarding the Company's continuing efforts to ensure that flight attendants enjoy a safe work environment.

As you know, the Company believes that everyone, including our employees and passengers has the right to be free from the threat of physical violence against them.

Be assured that Continental Micronesia intends to continue its policy of not tolerating physical assaults against its employees, including its flight attendants. An on-duty flight attendant who is the victim of a physical assault will have the full cooperation of the Company in pursuing criminal charges brought by appropriate authorities. When it is necessary for flight attendants to meet with law enforcement authorities or to appear as witnesses in connection with such an occurrence, they will be given time off with pay to do so, and other appropriate assistance (e.g., EAP assistance) as may be required.

Very truly yours,

/s/ Bill Meehan
President

June 1, 2006

Mr. William O'Driscoll
President - Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

Dear Bill:

This will confirm our conversations regarding adoption of the Tentative Agreement reached on May 26, 2006.

We have agreed that, if any Continental Airlines, Inc. or Continental Micronesia, Inc. non-covered work group (i.e., management/clerical) receives a general, across-the-board restoration of their committed concession (other than currently scheduled adjustments) prior to December 31, 2008, the Flight Attendants shall automatically be entitled to an increase equal to the amount attained by the specific non-covered group on the same effective date.

Very truly yours,

Agreed

/s/ Mark Erwin
President & CEO

/s/ William O'Driscoll
President and Directing General
Chairman

June 1, 2001

Mr. William O'Driscoll
President – Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

RE: IAM Safety Committee

Dear Bill:

This will confirm our discussion regarding the Union's Safety Committee.

We have agreed that in the event of an accident or incident involving a Continental Micronesia aircraft the Union's Safety Committee Chairperson will be notified at the time the Company's "Go Team" receives its notice.

A Company designee or the members of the Company's Safety Department will, upon request, confer with the Union's Safety Committee Chairperson and/or the Union's Director of Safety and Health to provide relevant information and discuss matters pertaining to the affected flight attendants. In addition, the Union's Safety Committee Chairperson and appropriate Safety Committee representatives will, if needed, be provided positive space business travel passes to attend related debriefing(s).

Very truly yours,

Agreed:

/s/ Bill Meehan
President

/s/ William O'Driscoll
President – Directing General
Chairperson

June 1, 1997

Mr. William O'Driscoll
President and Directing General Chairman
International Association of Machinists
& Aerospace Workers
Kansas City, MO

RE: Seniority for Jumpseat Boarding

Dear Mr. O'Driscoll:

This letter will confirm our agreement that Company Seniority as determined by Company Corporate Policy will continue to be utilized for SA3P travel for employees covered by this Agreement as well as for other Company employees not covered by this Agreement. Company seniority for travel purposes is defined as the original date of hire at Continental Micronesia.

Continental Micronesia bidding seniority will determine priority use of vacant jumpseats.

Very truly yours,

Agreed:

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President and Directing
General Chairman

Term Sheet – Flight Attendants’ Broad Based Stock Option Awards

In recognition of their pay and benefit reductions, the Company will provide Continental Micronesia Flight Attendants with stock options to purchase shares of the Company’s common stock having the following terms:

Participants: All Flight Attendants (Provided that a flight attendant who received a prior option award (for example, any supervisor who received an award in connection with management pay reductions in March 2005 and then returned to line flying) shall have his/her flight attendant award reduced by such prior award.)

Number of Options: Exactly 120 shares of Continental Airlines, Inc. common stock will be subject to option awards for each eligible member of the flight attendant group.

Grant Date: Effective date of ratified flight attendant reduction agreement

Term: Options will expire effective on the sixth (6th) anniversary of the Grant Date

Exercise Price: The greater of (1) the closing price of the Company’s common stock on the date of the grant, and (2) eleven dollars and eighty-nine cents (\$11.89) (the closing price of the Company’s common stock on March 30, 2005).

Vesting: Three year vesting; 1/3rd on each anniversary

Exercisability: Vested options exercisable from and after the vesting date until their date of expiration as provided above, whether or not the holder is employed at Continental or a CAL subsidiary, except that unvested options terminate upon termination, and vested options terminate if termination is for cause (gross misconduct).

Transferability: Options are non-transferable

June 1, 2006

Mr. William O'Driscoll
President - Directing General Chairperson
Air Transport District Lodge 142
400 N.E. 32nd Street
Kansas City, MO 64116

Re: Trip Advertising

Dear Bill,

This letter will confirm our understanding regarding the advertising of trips for trade and pick-up between Continental Micronesia flight attendants.

As part of the programming necessary to implement the new collective bargaining agreement Continental Micronesia will include the ability to advertise trips through an automated system such as CCS.

Very truly yours,

/s/ Mark Erwin
President & CEO

September 24, 1996

Mr. William O'Driscoll
President and Directing General Chairman
International Association of Machinists
Aerospace Workers
Kansas City, MC,

Re: WORK LIFE COMMITTEE

Dear Mr. O'Driscoll:

Due to the geographical location, the unique cultures of the Asia/Pacific/Micronesia region and the airline operations, a work committee of flight attendants will be established and will meet with the Company to discuss issues and operations relative to the flight attendant group. Union representatives may attend the meetings of the work life committee. The Company agrees to pay the costs for the committee meetings including adjusted flight pay loss for the day of the meeting. The purpose of this work life committee is to improve communications among the Company, the flight attendants and the Union. The Company will consider the concerns and the suggestions of this committee when making operational decisions. The discussions among the committee, Union representatives and the Company will not be considered or deemed to be collective bargaining.

Very truly yours,

Agreed:

/s/ Marty Woodward
Vice President
Human Resources

/s/ William O'Driscoll
President and Directing
General Chairman

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