

## Metadata header

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**IDnum** 404    **Language** English    **Country** United States    **State** multi

**Union** AFA (Association of Flight Attendants)

### Local

Occupations Represented
Flight attendants

**Bargaining Agency** US Airways

**Agency industrial classification (NAICS):**  
48-49 (Transportation and Warehousing)

**BeginYear** 2000    **EndYear** 2005

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**Notes**

**Contact**

**Full text contract begins on following page.**

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1  
2

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<a href="#">Section1</a>	Recognition, Scope, Successorship And LPPS	<a href="#">Section17</a>	Period of Probation
<a href="#">Section2</a>	Definitions	<a href="#">Section18</a>	Filling of Vacancies
<a href="#">Section3</a>	Compensation	<a href="#">Section19</a>	Reduction In Personnel
<a href="#">Section4</a>	Expenses	<a href="#">Section20</a>	Leaves of Absence
<a href="#">Section5</a>	Moving Expenses	<a href="#">Section21</a>	Training and Meetings
<a href="#">Section6</a>	Uniforms	<a href="#">Section22</a>	Health, Welfare, Retirement and Other Benefits
<a href="#">Section7</a>	Vacations	<a href="#">Section23</a>	Medical Examinations
<a href="#">Section8</a>	Sick Leave	<a href="#">Section24</a>	Grievances, Investigation, and Discipline
<a href="#">Section9</a>	Scheduling	<a href="#">Section25</a>	System Board of Adjustment
<a href="#">Section10</a>	Hours of Service	<a href="#">Section26</a>	Association Activities
<a href="#">Section11</a>	Reserve Duty	<a href="#">Section27</a>	Safety and Health
<a href="#">Section12</a>	International Flying	<a href="#">Section28</a>	Dues Check-Off
<a href="#">Section13</a>	LODO	<a href="#">Section29</a>	Collective Bargaining Service Charge
<a href="#">Section14</a>	Deadheading	<a href="#">Section30</a>	General
<a href="#">Section15</a>	Charters	<a href="#">Section31</a>	Amendments To Agreement
<a href="#">Section16</a>	Seniority - General	<a href="#">Section32</a>	Duration

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1 provided labor protective provisions no less favorable than the labor protective  
2 provisions specified by the Civil Aeronautics Board (CAB) in the Allegheny-  
3 Mohawk merger.  
4

5 2. In the event the Company is merged with another airline whose flight  
6 attendants are represented by the Association, the flight attendant seniority lists  
7 shall be merged in accordance with the AFA merger policy.  
8

9 3. Partial Transactions

10 a. In addition to all other protections under this Agreement, if, within  
11 any twelve (12) month period while the Agreement remains in effect, US  
12 Airways Group or the Company sells, transfers or disposes of assets which, net  
13 of asset purchases or acquisitions during the same twelve (12) month period,  
14 constitute twenty percent (20%) or more of the value of the assets of the  
15 Company or US Airways Group (the closing of any such transaction(s) which  
16 alone or in the aggregate satisfy the aforesaid percentage being referred to as a  
17 “Triggering Event”), then:  
18

19 (1). In the event another air carrier (a “Transferee”) purchases or  
20 acquires any aircraft of the Company or US Airways Group as part of any  
21 transaction that constitutes a Triggering Event, the Association shall determine,  
22 in its sole discretion, whether or not flight attendants from the US Airways  
23 System Seniority List (the “Transferring Flight Attendants”) shall transfer to the  
24 Transferee and which flight attendants shall transfer. The number of  
25 Transferring Flight Attendants shall be determined by calculating the average  
26 flight attendant staffing on a monthly basis over the prior twelve (12) months  
27 attributable to the aircraft transferred to the Transferee in connection with the  
28 Triggering Event; and  
29

30 (2). The Company and US Airways Group shall require any  
31 Transferee to employ the Transferring Flight Attendants, with the integration of  
32 the Transferring Flight Attendants into the Transferee’s seniority list to be  
33 governed by the Association Merger Policy if both pre-transaction flight  
34 attendant groups are represented by the Association and otherwise by Sections 3  
35 and 13 of the Allegheny-Mohawk LPPs.  
36

37 b. This Paragraph D.3. shall not apply to: (1) transactions made  
38 necessary by circumstances over which the Company has no control, as defined  
39 in Paragraph E.2. below; (2) the retirement of aged aircraft in the ordinary  
40 course of business; and (3) financing transactions such as sale-leasebacks where  
41 the transferred assets continue to be used in the Company’s operation.  
42

43 3. Notwithstanding the provisions of Section 31 (Amendments to the  
44

1 Agreement) and Section 32 Duration), the Labor Protective Provisions provided  
2 for in D.1. – D.4. herein shall not be reduced, delayed or otherwise diminished  
3 by US Airways Group, the Company, the Union, nor any Successor to the  
4 Company or Union, for a period of up to and including three (3) years after the  
5 date of any merger, acquisition, or partial transaction as described herein.  
6

7 E. No Furlough  
8

9 1. No flight attendant on the System Seniority List shall be placed on  
10 furlough during the period from May 1, 2000 through April 30, 2005.  
11

12 2. The Company shall be excused from compliance with the provisions of  
13 Paragraph E.1. above, to the extent that a circumstance over which the Company  
14 does not have control is the cause of such noncompliance. The term  
15 “circumstance over which the Company does not have control” means a natural  
16 disaster, labor dispute within the Company, grounding of a substantial number  
17 of the Company’s aircraft by government agency or by voluntary action by the  
18 Company for safety reasons in lieu thereof, which in either case could not be  
19 avoided or cured by the Company; reduction in flying operations because of  
20 suppliers being unable to provide sufficient critical materials for the Company’s  
21 operations, revocation of the Company’s operating certificate(s), or war  
22 emergency.  
23

24 F. Severability  
25

26 Should any part or provision of this Agreement be rendered invalid by  
27 reason of any existing or subsequently enacted legislation, such invalidation of  
28 any part or provision of this Agreement shall not invalidate the remaining  
29 portions thereof, and they shall remain in full force and effect.  
30

31 G. Remedies  
32

33 1. US Airways Group and the Company specifically agree to arbitrate any  
34 grievance filed by the Association alleging violation of this Section on an  
35 expedited basis directly before the System Board of Adjustment sitting with a  
36 neutral member.  
37

38 2. The dispute shall be heard expeditiously no later than thirty (30) days  
39 following the submission to the System Board and decided expeditiously not  
40 later than thirty (30) days after the closing of the hearing, unless the parties  
41 agree otherwise in writing.  
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## **Section 2 Definitions**

A. "Aft Lead Flight Attendant" is the flight attendant who has been awarded or assigned a "B" position flight attendant Line of Time, i.e. a line. In the event such flight attendant does not cover a flight or flights in his/her Line of Time, the most senior flight attendant assigned to such flights shall be considered as the Aft Lead Flight Attendant unless such flight attendant passes this assignment to the next most senior flight attendant and so forth. This provision applies to the B-757, B-767, and A-330 only.

B. "Block to Block" for flying pay purposes means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to a stop at the ramp for the purpose of loading or unloading at either intermediate stops or final destination.

C. "Charter" means an off line or on line flight that is not a regularly scheduled flight.

D. "Credited Hours" shall be those charged against a flight attendant's monthly maximum flight time as set forth in Section 10, Paragraphs C.1., 2., 3., 4., 5., 6. and 8. of this Agreement, and shall include, but not be limited to regularly scheduled trips, extra sections, charter trips, ferry flights, re-routed flights, scenic flights, deadhead time when at Company request, vacation, sick leave credit, minimum duty period credit, duty rig, trip hour credit, reporting credit, Company or

union business credit, salary continuation credit, jury duty credit, compensated publicity duty credit, and training in accordance with Section 3.H.1.

E."Flight Attendant" as used in this Agreement shall include both male and female employees who are responsible for the performing or assisting in the performance of all en route passenger service, and who have completed training as prescribed by the Federal Aviation Agency (FAA) and whose names appear on the current Flight Attendant System Seniority List.A flight attendant may also be required to assist in the ticket lift process.

F."Flight Attendant Domicile" shall mean a station which is the common domicile of a flight attendant and pilot or group of flight attendants and a group of pilots from which scheduled, extra section, and miscellaneous flying is accomplished.

G."International Flight" means any flying outside the forty eight (48) contiguous United States with the exception of the Bahama Islands, Canada and Alaska.This exception does not apply if a flight originates outside the contiguous forty-eight (48) states and proceeds non-stop to the Bahama Islands, Canada or Alaska and vice versa.

**EXAMPLE:**

1)PIT-PHL-BDA:PHL-BDA is at international pay rates.

2)FRA-LGW-NAS:All segments are at international pay rates.

3)NAS-YYZ-ERI:NAS-YYZ is at international pay rates.

*International pay rates shall apply to all segments which are international flights as defined herein.*

**H. "Language of Destination/Origin (LOD/O)"**

Flight Attendant is a designated flight attendant awarded or assigned to a flight requiring a foreign language qualified flight attendant, who has successfully passed a Company-approved proficiency test in the language used at the point of destination/origin. For example, on a PIT-FRA flight, the LOD/O flight attendant would be German qualified. As an exception to the above, the Company may utilize LOD/O flight attendants based on the language requirements of a particular charter (i.e., Spanish qualified LOD/O flight attendants may be utilized on a flight from CLT to LGW or from PIT to LAX transporting Spanish speaking passengers).

LA "Line of Flying" is a Line of Time or a Reserve's scheduled days available for duty.

**J. 1.** "Line of Time" shall mean a monthly unit of flight attendant flying consisting of not less than seventy (70:00) and not exceeding eighty five (85:00) hours (eighty-nine (89:00) hours for Transoceanic International) of credited time scheduled to be flown in a month (or prorated on a portion of a month when caused by schedule change) from a named domicile. As an exception to the foregoing parameters, a MetroJet Line of Time shall mean a monthly unit of flight attendant flying of not less than eighty (80:00) and not exceeding ninety (90:00) credited hours.

**2.** "Line of Time" as used herein for those flight attendants who have

exercised the seventy five (75:00) credited hour monthly maximum option under Section 10.C. shall consist of not less than seventy (70:00) credited hours and not to exceed seventy-five (75:00) credited hours in a month (or prorated on a portion of a month when caused by schedule change) from a named domicile.

**3.** "Line of Time" as used herein for those flight attendants who have exercised the fifty-five (55:00) credited hour monthly maximum option under Section 10.C. shall consist of not less than fifty (50:00) credited hours and not to exceed fifty-five (55:00) credited hours in a month (or prorated on a portion of a month when caused by schedule change) from a named domicile.

K. "Month" means the period from and including the first day of, to and including the last day of each calendar month of the year, except that:

**1.** A thirty-one (31) day month may be used to stabilize lines of time by utilizing one (1) day from the thirty-one (31) day month to increase the flight time for schedule purposes in the short month.

**2.** As an exception to Paragraph J.1. above, December 1 may be included in the calendar month of November; and the days December 31 and January 1 may not be

moved from their respective calendar months for any purposes.

**3.**The Company shall post the list of adjusted months by September 1 of the previous year.

**4.**Should there be any changes made in the definition and application of "month" for other flight crew members, such changes will apply to flight attendants on the same applicable date(s).

**L. 1.**"On Duty Time" shall include the hours of one (1:00) hour before scheduled departure of a flight and shall continue until fifteen (:15) minutes after the arrival of such flight, or actual release time, whichever is later.

**2.**The one (1:00) hour before scheduled departure and the fifteen (:15) minutes after the actual arrival shall also apply to deadheading by air or surface.

**3.**For those flights that operate internationally as defined in Paragraph G above, substitute one hour and thirty minutes (1:30) for one (1:00) hour, and thirty (:30) minutes for fifteen (:15) minutes in the preceding paragraph.

**M.**"Open Time" shall include, but not be limited to the following:

**1.**Time not placed into primary or secondary Lines of Time or awarded through the SAP process

(i.e., time not originally placed into a primary or secondary Line of Time), extra sections, on-premise reserve (reserve flight attendants only), flights rescheduled as a result of cancellations, supplementary time, and time or trips made available after the monthly schedule is completed;

**2.** Time vacated by primary lineholders (i.e., due to vacations, leaves of absence, sick leave, jury duty, training, charters, publicity flights, or union business) that is not subsequently awarded through the SAP process or placed into secondary lines;

**3.** Time dropped through the SAP process and not subsequently awarded through the SAP process or placed into secondary lines;

**4.** Time vacated by secondary lineholders (i.e., due to vacations, leaves of absence, sick leave, jury duty, training, charters, publicity flights, or union business).

N. "Over Water Operations" means all Company certificated routes or charter operations on which the FAA regulations require over water equipment.

O. "Senior Flight Attendant" is the flight attendant who has been awarded or assigned the "A" position Line of Time. In the event such flight attendant does not cover a flight or flights in his/her line of time, the most senior flight

attendant assigned to such flights shall be considered as the senior flight attendant unless such flight attendant passes this assignment to the next most senior flight attendant and so forth.

P."Sequence" of flight(s) shall be the flights flown in any one (1) duty period.

Q."Supplementary Coverage" is flight attendant coverage scheduled in excess of the FAA flight attendant requirement for each aircraft type in accordance with Section 9.J.2.

R."Transoceanic Flying" is defined as any flying other than operations as follows:

1. Within North America (any flying to or from Hawaii is considered transoceanic flying).
2. Between North America and the Bahamas, Bermuda, and the Caribbean.

S."Trip Hours" mean all time which is accrued from the time a flight attendant is required to report one (1:00) hour (domestic)/one hour and thirty minutes (1:30) (international) before scheduled departure at the airport of his/her home domicile or actual reporting time, whichever is later, prior to proposed flight departure until the time a flight attendant is released a minimum of fifteen (:15) minutes (domestic)/thirty (:30) minutes (international) after actual arrival at his/her home domicile for a minimum required rest period. The one (1:00) hour (domestic)/one hour and thirty minutes (1:30) (international) before scheduled departure and the fifteen (:15)

minutes (domestic)/thirty (:30) minutes  
(international) after the actual arrival shall also  
apply to deadheading (by air or surface).

T."Union" as used in this Agreement shall mean  
the Association of Flight Attendants.

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### Schedule of Minimum Monthly Lineholder Guarantees

Option	Guarantee
55 Hour	41 Hours
75 Hour	61 Hours
Non-Option	71 Hours
95 Hour	71 Hours
105 Hour	71 Hours

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b. A flight attendant holding a line who voluntarily gives up a trip(s) to reduce his/her credited hours below his/her applicable guarantee will have his/her guarantee reduced accordingly.

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2. Each reserve flight attendant shall receive a seventy-one (71:00) hour guarantee at his/her hourly rate, except a reserve flight attendant who elects the fifty five (55:00) hour option or the seventy five (75:00) hour option as set forth in Section 10.C., shall receive forty-one (41:00) hours, or sixty-one (61:00) hours, respectively.

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### Schedule of Minimum Monthly Reserve Guarantees

Option	Guarantee
55 Hour	41 Hours
75 Hour	61 Hours
Non-Option	71 Hours
95 Hour	71 Hours
105 Hour	71 Hours

14

3. A flight attendant who is in active service for less than one (1) full month shall have his/her minimum guarantee prorated as follows:

15

16

17

*\*To arrive at the daily proration in the chart below: [(Minimum guarantee)/(total number of days in the bid month)] X number of days on active status = Prorated Guarantee*

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19

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22

### Schedule of Daily Proration

Guarantee	30 Day Month	31 Day Month
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41 Hours	1:22	1:19
61 Hours	2:02	1:58
71 Hours	2:22	2:17

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**C. Senior (“A”) Aft Lead (“B”) Flight Attendant Compensation:**

	DOS		DOS+3	
	Senior “A”	Aft Lead “B”	Senior “A”	Aft Lead “B”
<b>F-100</b>	\$2.00	-	\$2.00	-
<b>DC9-30</b>	2.00	-	2.00	-
<b>B737-200</b>	2.25	-	2.50	-
<b>B737-300</b>	2.25	-	2.50	-
<b>B737-400</b>	2.25	-	2.50	-
<b>MD-80</b>	2.25	-	2.50	-
<b>B727-200</b>	2.25	-	2.50	-
<b>A319</b>	2.25	-	2.50	-
<b>A320</b>	2.25	-	2.50	-
<b>B757 (Dom)</b>	2.75	0.75	3.25	1.00
<b>B757 (Int)</b>	3.25	1.50	3.75	1.75
<b>B767 (Dom)</b>	2.75	0.75	3.25	1.00
<b>B767 (Int)</b>	6.00	1.50	6.50	1.75
<b>A330 (Dom)</b>	2.75	0.75	3.25	1.00
<b>A330 (Int)</b>	6.00	1.50	6.50	1.75

*Note: rates shown are per hour*

3

**D. Holding Time:**

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1. A flight attendant may be required to remain on duty with passengers on the

1 aircraft at originating, intermediate, and  
2 terminating stations. Such required time  
3 on duty shall be considered "holding  
4 time" and shall not be considered as  
5 flight time for the purpose of flight time  
6 limitations.

7 2. At originating and intermediate  
8 stations when the ground time exceeds  
9 the scheduled ground time by thirty (:  
10 30) minutes, a flight attendant shall  
11 receive seven dollars (\$7.00) per hour  
12 or fraction thereof, for all time spent with  
13 passengers, excluding ground time.

14 3. At crew change stations when  
15 required to remain with passengers  
16 while waiting for replacements beyond  
17 forty five (:45) minutes, a flight attendant  
18 shall receive seven dollars (\$7.00) per  
19 hour or fraction thereof.

### 20 ***Holding Time Examples***

#### 21 **Example One:**

22 Originating  
23 flight/originating crew  
24 scheduled departure -  
25 0700; actual departure -  
26 0735.A :35 minute  
27 holding claim is  
28 applicable.

#### 29 **Example Two:**

30 Through flight/through  
31 crew (no posted  
32 delay). Scheduled arrival  
33 - 0630; actual arrival -  
34 0700; scheduled  
35 departure - 0715; actual  
36 departure - 0730. No  
37 holding claim results  
38 from this example;  
39 however, if the actual

1 departure time would  
2 have been 0746 then a  
3 :31 minute holding claim  
4 would have resulted.

5 **Example Three:**

6 Through flight/through  
7 crew (posted  
8 delay).Actual arrival -  
9 0700; posted delay in  
10 departure time - 0720;  
11 actual departure -  
12 0751.A :31 minute  
13 holding claim is  
14 applicable, i.e., holding  
15 pay is triggered :31  
16 minutes after the posted  
17 departure.

18 **Example Four:**

19 Through flight/crew  
20 change (assuming late  
21 arrival of inbound  
22 flight).Holding claim  
23 triggered :31 minutes  
24 after the posted  
25 departure.

26 **E. Night Pay:**

27 A flight attendant shall receive thirty-five  
28 cents (\$.35) per hour, prorated to the  
29 nearest minute, between the hours of  
30 1800-0559 based on the prevailing time  
31 in effect at the flight attendant's  
32 domicile.In computing the hours, the  
33 actual or scheduled time from block to  
34 block, whichever is greater, is used.

35 **F. Understaffing Pay:**

36 Should a flight be dispatched with fewer  
37 than the number of flight attendants  
38 required by the staffing parameters in

1 Section 9.J.2. of this agreement, each  
2 flight attendant working the flight will be  
3 compensated at the rate of ten dollars  
4 and fifty cents (\$10.50) per credited  
5 hour, prorated to the nearest minute. In  
6 addition, the flight attendants flying  
7 these flights/trips may use expedited  
8 service procedures.

9 **G. International Pay:**

10 A flight attendant will be paid three  
11 dollars (\$3.00) for each hour or fraction  
12 thereof flown, prorated to the nearest  
13 minute, on international flights.

14 Example: PIT-PHL-BDA — the PHL-BDA segment would receive  
15 international pay.

16 **H. Training Pay:**

17 1. Effective January 1, 2001 a flight  
18 attendant required to attend training will  
19 receive three hours (3:00) pay/no credit  
20 for each day in training to a maximum of  
21 two (2) days in a bid month. Thereafter,  
22 for any additional training day(s) in the  
23 same bid month, the flight attendant will  
24 receive three hours (3:00) pay and  
25 credit. At the flight attendant's option,  
26 credit for such additional day(s) may be  
27 waived. A travel day to and from training  
28 on a day other than an actual training  
29 day shall be considered a day in training  
30 for pay purposes.

31 2. Each home study program will be  
32 paid three hours (3:00) pay and no  
33 credit.

34 **I. Jury Duty Pay: ([see clarification here](#))**

1 *1. Lineholders*

2 A lineholding flight attendant who is  
3 called for and/or serving on jury duty  
4 shall be compensated on the basis of  
5 pay and credit, for trips missed from  
6 his/her scheduled line of time at rates  
7 applicable to his/her status.If the flight  
8 attendant is released from jury duty prior  
9 to giving up his/her trip, he/she will  
10 remain responsible for the trip or must  
11 legally trip improve.If the trip must be  
12 given up as a result of a jury duty  
13 conflict, he/she will be paid for each day  
14 he/she is unavailable to report for such  
15 missed line trip(s) as follows:

16 a. If the flight attendant  
17 is released from jury  
18 duty prior to the  
19 processing of the  
20 Availability/  
21 Improvement List  
22 he/she shall cease to be  
23 eligible for pay  
24 protection on the day  
25 following his/her release  
26 and thereafter.

27 b.If the flight attendant  
28 is released from jury  
29 duty after the closing of  
30 the Availability/  
31 Improvement List,  
32 he/she shall be eligible  
33 for pay protection for  
34 the following day  
35 (assuming the trip that  
36 was given up operated  
37 on such day), but not  
38 thereafter.

39 c.As an exception to the  
40 foregoing sentence, a  
41 lineholding flight

1 attendant in an  
2 International  
3 Transoceanic Domicile  
4 will not be required to  
5 utilize the Availability/  
6 Improvement list as  
7 described above and  
8 will be paid and credited  
9 the published value of  
10 all portion(s) of the trip  
11 missed.

12 *2. Reserves*

13 A reserve flight attendant called for  
14 and/or serving on jury duty shall be  
15 compensated, on the basis of pay and  
16 credit, for trips missed on the day(s) for  
17 which he/she was scheduled to be  
18 available for duty. A reserve flight  
19 attendant in an International  
20 Transoceanic Domicile shall be  
21 compensated, on the basis of pay and  
22 credit, for trips missed on the day(s) for  
23 which he/she would have flown had  
24 he/she been available for duty. A reserve  
25 flight attendant's guarantee shall not be  
26 adjusted in any way as a result of being  
27 called for and/or serving on jury duty.

28 3. This Paragraph I. shall also apply to  
29 any flight attendant who is called as a  
30 witness on behalf of the Company, its  
31 subsidiaries and affiliates.

32 4. As an exception to Paragraphs I.1.  
33 and I.2. above, a flight attendant who is  
34 serving on jury duty for a full month will  
35 be paid to his/her applicable option  
36 maximum. A reserve serving on jury duty  
37 for a full month will be paid on the basis  
38 of trips missed as described above. In no  
39 case would such reserve flight attendant  
40 be paid and credited less than his/her  
41 applicable monthly guarantee, and in no

1 case more than his/her applicable  
2 monthly maximum.

3 5. If, through any combination of a flight  
4 attendant's scheduled duty with the  
5 Company and jury duty, he/she is not  
6 provided with at least one (1) calendar  
7 day off in seven (7), such flight  
8 attendant shall have the right to move  
9 his/her scheduled day(s) off as  
10 necessary to provide the required  
11 minimum one (1) day off. The shifting of  
12 scheduled days off in order to provide  
13 the minimum one (1) day off does not  
14 negate the flight attendant's  
15 responsibility to meet his/her monthly  
16 flying obligation.

#### 17 **J. Drug Testing**

18 A flight attendant will be paid fifteen  
19 dollars (\$15.00) for each random test  
20 he/she is required to undergo after  
21 his/her release from duty. There will be  
22 no credit associated with the test or the  
23 payment. The above payment will  
24 likewise be extended on the same basis  
25 for alcohol testing should the Company  
26 agree to extend payment for alcohol  
27 testing to other flight crew members.

#### 28 **K. Language of Destination/Origin (LOD/O) Premium** 29 **Pay:**

30 1. A LOD/O flight attendant will be paid  
31 at two dollars (\$2.00) an hour, prorated  
32 to the nearest minute, for each block  
33 hour flown on a flight containing a  
34 LOD/O trip segment.

35 2. When the Company requires more  
36 than one (1) LOD/O flight attendant on a  
37 trip, each required LOD/O flight

1 attendant will be paid the LOD/O  
2 premium.

3 3. A LOD/O flight attendant, qualified in  
4 the language specified for the required  
5 LOD/O position(s), who is on the flight  
6 but not filling a required LOD/O position,  
7 will be paid one dollar and twenty-five  
8 cents (\$1.25) per hour, prorated to the  
9 nearest minute, for each block hour  
10 flown.

11 4. Except as noted in Paragraph K.3.  
12 above, a LOD/O flight attendant who  
13 happens to be on the flight solely in  
14 his/her capacity as a regular flight  
15 attendant will not be required to use  
16 his/her language skills.

17 **L. Monthly Method of Pay:**

18 1. The flight attendant pay on the  
19 thirtieth (30th) of the month shall be  
20 equal to thirty-five hours and thirty  
21 minutes (35:30).The balance will be paid  
22 on the fifteenth (15th) of the following  
23 month.

24 2. Provided the Company continues to  
25 distribute flight attendant paychecks,  
26 paycheck stubs and payroll summaries  
27 via the U.S. Mail, a reasonable effort will  
28 be made to place such documents into  
29 the mail system no less than three (3)  
30 days prior to the applicable pay date.

31 3. A flight attendant may, upon  
32 completion of the proper forms provided  
33 by the Company, elect to receive his/her  
34 pay through direct deposit to the  
35 financial institution of his/her choice  
36 (subject to such financial institution  
37 being capable of receiving direct  
38 deposit).Certain banking holidays may

1 conflict with the ability to make a direct  
2 deposit on the fifteenth (15th) of the  
3 following month pursuant to Paragraph  
4 1. above. In this case, pay checks due  
5 on that date will be paid on the first day  
6 following the 15th on which the Federal  
7 Reserve Bank is open.

8 **M. Pay Discrepancies:**

9 1. When there is a shortage equivalent  
10 to two (2:00) hours' pay or less in a flight  
11 attendant's paycheck, such amount  
12 shall be added to his/her next check  
13 once the matter is resolved.

14 2. When there is a shortage equivalent  
15 to more than two (2:00) hours but not  
16 exceeding five (5:00) hours' pay, such  
17 amount shall be issued through special  
18 check, if requested, mailed to the flight  
19 attendant by U.S. Mail, within five (5)  
20 days following resolution of the matter.

21 3. a. When there is a shortage exceeding  
22 five (5:00) hours' pay in a flight  
23 attendant's paycheck, and once such  
24 matter has been resolved, a special  
25 check will be issued if requested, and  
26 forwarded to the flight attendant by  
27 overnight mail, except where the  
28 shortage is due to the flight attendant's  
29 neglect or mistake.

30 b. The above paragraph  
31 shall not apply to payroll  
32 irregularities of a  
33 system or domicile  
34 nature involving multiple  
35 employees; however, in  
36 such circumstances, the  
37 Company will make  
38 every reasonable effort  
39 to expedite the

1 necessary corrective  
2 action.

3 **N. Reserve Override**

4 The following shall become effective  
5 upon the bid and award of secondary  
6 lines as described in Section 9: In  
7 addition to all other pay and credit, a  
8 reserve flight attendant who has  
9 completed five (5) or more years of  
10 service shall receive one dollar (\$1.00)  
11 of pay for each block hour flown,  
12 prorated to the nearest minute.

13 **O. Galley Pay**

14 A flight attendant working the "E" position (i.e.,  
15 Envoy/Business Class galley) on the transoceanic  
16 international A330 shall be paid the following for each  
17 hour flown, prorated to the nearest minute:

DOS	DOS+3
\$0.50	\$1.00

18 **P. Holiday Pay**

19 In addition to all other compensation, a flight attendant  
20 working on a "Compensated Holiday", i.e., Memorial  
21 Day, December 25th (Christmas Day) and/or January  
22 1st (New Year's Day), shall be paid as follows:

23 1. Lineholder/ Reserve Who Flies A  
24 Trip:  
25 Hourly rate of pay times the credited  
26 flight time for the trip, divided by the  
27 number of hours away from home, times  
28 the number of hours away from home  
29 falling within the Compensated  
30 Holiday(s), divided by two.

1 Example:A flight  
2 attendant making  
3 \$30.00 per hour flies a  
4 trip which produces 17  
5 hours of credited flight  
6 time and keeps the  
7 flight attendant away  
8 from home (report to  
9 release) for 48 hours, of  
10 which 24 hours falls on  
11 the Compensated  
12 Holiday:\$30.00 x 17 =  
13 \$510.00 of pay / 48  
14 hours away from home  
15 equals \$10.625 per  
16 hour.\$10.625 x 24  
17 hours falling within the  
18 holiday equals \$255.00  
19 /2 = \$127.50.Holiday  
20 pay is \$127.50.

21 2. Other Duty Periods/ Report No-Fly:

22 a. OPR:A reserve who  
23 accepts OPR duty on a  
24 Compensated Holiday  
25 and subsequently does  
26 not fly shall receive an  
27 additional one and one-  
28 half hours (1:30) at  
29 his/her applicable rate,  
30 pay no credit, as holiday  
31 pay.

32 b.Report No-Fly:A flight  
33 attendant who is eligible  
34 for Report/No-Fly pay  
35 and credit on a  
36 Compensated Holiday  
37 shall also receive an  
38 additional one and one-  
39 half hours (1:30) at  
40 his/her applicable hourly

1 rate, pay no credit, as  
2 holiday pay.

3 **3.Training and Meetings**

4 A flight attendant who is scheduled by  
5 the Company to attend training or  
6 meetings on a Compensated Holiday  
7 shall receive double pay for any training  
8 or meeting hours falling on such  
9 Compensated Holiday.

10 **Q. Longevity Pay**

11 Effective May 1, 2001 and thereafter, a flight attendant  
12 who has completed fourteen (14) years of service shall  
13 receive longevity pay at the rate of twelve dollars (\$12)  
14 per month.

15 Effective May 1, 2002 and thereafter, a flight attendant  
16 who has completed fifteen (15) years of service shall  
17 receive longevity pay at the rate of twenty-two dollars  
18 (\$22) per month.

19 Effective May 1, 2003 and thereafter, a flight attendant  
20 who has completed sixteen (16) years of service shall  
21 receive longevity pay at the rate of thirty dollars (\$30)  
22 per month.

23 **R. Lump Sum Payments**

24 In addition to all other compensation, Eligible Flight  
25 Attendants shall be paid a lump sum payment in  
26 accordance with the following:

27 1. Each Eligible Flight Attendant will  
28 receive a lump sum payment for the  
29 Lump Sum Year equal to five percent  
30 (5.0%) multiplied by such Eligible Flight  
31 Attendant's Adjusted W-2 Earnings for  
32 such Lump Sum Year.

33 2. "Lump Sum Year" means the twenty-  
34 four semi-monthly pay periods

1 immediately preceding the Date of  
2 Signing of this Agreement.

3 3. An "Eligible Flight Attendant" with  
4 respect to the Lump Sum Year is any  
5 flight attendant on the System Seniority  
6 List who is in the service of US Airways  
7 Inc. at the time the lump sum payment is  
8 made; was employed by the Company  
9 within the Lump Sum Year; was being  
10 compensated under the provisions of  
11 the 1993 USAir Flight Attendants  
12 Agreement; and was covered by the  
13 vacation, sick, long term disability,  
14 salary continuance, pension and other  
15 health and welfare provisions of the  
16 1993 USAir Flight Attendants  
17 Agreement.

18 4. "Adjusted W-2 Earnings" with respect  
19 to the Lump Sum Year is the actual  
20 Company W-2 earnings (including  
21 employee 401(k) and/or flex spending  
22 contributions, if any) of an Eligible Flight  
23 Attendant based on wages related to  
24 flight attendant services (i.e., excluding  
25 any wages or other earnings related to  
26 non-flight attendant positions held by the  
27 employee during the Lump Sum Year, if  
28 any) excluding:

29 a. W-2 earnings while  
30 the flight attendant was  
31 receiving long-term  
32 disability payments or  
33 otherwise on inactive  
34 status; and,

35 b. Non-service-based  
36 income, such as  
37 reimbursement of  
38 expenses, meal  
39 allowances, vacation  
40 payouts, income

1 derived from the  
2 exercise of stock  
3 options, and other  
4 extraordinary items.

5 5.The lump sum payment shall be  
6 included in earnings for all purposes  
7 under the Company's retirement and  
8 disability income plans for flight  
9 attendants and for the calculation of  
10 furlough and severance pay under the  
11 Agreement.

12 6.The lump sum payment with respect  
13 to the Lump Sum Year shall be made  
14 after W-2 earnings for the Lump Sum  
15 Year are finalized, but in no event later  
16 than ninety (90) days after the Date of  
17 Signing of this Agreement, and will be  
18 subject to tax deductions as required by  
19 law.

20 7.Flight attendants in the service of US  
21 Airways Shuttle shall be considered  
22 Eligible Flight Attendants for the  
23 purposes of this Paragraph R., with  
24 lump sum payments based on Adjusted  
25 W-2 Earnings earned as flight  
26 attendants in the service of US Airways  
27 Shuttle during the Lump Sum Year.

28



1 6.In the event the Company increases the meal  
2 allowance for other flight crew members before the  
3 expiration of this Agreement, those increases will be  
4 extended to include the flight attendants.

5 B. Lodging:

6 1.A flight attendant shall be furnished suitable rest  
7 facilities by the Company when on duty. If a scheduled  
8 layover exceeds four hours (4:00), single room hotel  
9 accommodations shall be provided. If an unscheduled  
10 layover exceeds three hours (3:00), beds will be  
11 provided. If the layover is for fourteen hours (14:00) or  
12 less and requires hotel accommodations, such hotel  
13 shall be at or near the airport unless it is mutually agreed  
14 that local conditions warrant modification. If the layover  
15 is for more than fourteen hours (14:00), such hotel shall  
16 be in a metropolitan area, such as downtown or close to  
17 shopping centers, restaurants, etc. If the layover is for  
18 less than ten hours and thirty minutes (10:30), an airport  
19 hotel shall be used if one exists. The foregoing  
20 requirements shall be subject to modification at specific  
21 airports and coordinated with the Association's Local  
22 Executive Council representing the flight attendants  
23 affected. In addition, Crew Resource Planning and  
24 Administration shall attempt to eliminate trip pairings that  
25 result in frequent late arrivals on overnights of less than  
26 ten hours and thirty minutes (10:30).Should published  
27 pairings result in an unacceptable pattern of late arrivals,  
28 such pairings shall be adjusted at the earliest possible  
29 pairings change. On overnights of less than ten hours  
30 and thirty minutes (10:30), every effort shall be made to  
31 minimize transportation delays.

32 2.In the event that regularly assigned lodging at layover  
33 stations is not available, the Company shall provide  
34 other like lodging or the flight attendant will be allowed  
35 reasonable actual expenses for other necessary lodging,  
36 substantiated by a receipt.

37 3.A flight attendant, when at other than a regular layover  
38 station, shall receive reasonable, actual expenses  
39 incurred for lodging, substantiated by a receipt.

1 C. Transportation

2 1. At points other than the flight attendant's domicile,  
3 where the Company's scheduled or prearranged  
4 transportation is not available within twenty (:20) minutes  
5 after such is requested by the flight attendant, the  
6 Company will provide alternate transportation.  
7 Scheduled, prearranged, or alternate transportation may  
8 be a crew car. In that event, the flight attendant will be  
9 expected to utilize such. On overnights scheduled for  
10 less than ten hours and thirty minutes (10:30),  
11 transportation shall be available within ten (:10) minutes,  
12 and the twenty (:20) minute wait set forth above shall not  
13 apply.

14 2. Actual expenses for round-trip cab transportation  
15 within a sixty minute (0:60) radius of the airport will be  
16 allowed when substantiated by appropriate receipts  
17 when a flight attendant is called to duty with less than  
18 two (2:00) hours' notice prior to the scheduled departure  
19 of a flight. Exceptions will be considered on an individual  
20 basis. In lieu of cab transportation, the Company will  
21 reimburse reasonable expenses for short-term parking  
22 (i.e., daily parking if available; if not available, hourly  
23 parking).

24 3. At a domicile, a flight attendant will be allowed actual  
25 transportation charges substantiated by receipts, if the  
26 flight on which he/she is assigned terminates between  
27 11:00 p.m. and 6:00 a.m. as a result of late operation.

28 4. At a domicile where there is an employee bus service  
29 scheduled, a flight attendant will be allowed actual  
30 parking charges for a non premium public parking area  
31 when substantiated by a receipt if the employee bus  
32 transportation is not available (not scheduled to operate)  
33 during periods when flights terminate or originate  
34 including the reporting period.

35 D. Special

36 1. A flight attendant assigned by the Company to duty  
37 away from his/her home domicile on a temporary or  
38 special basis, such as temporary duty assignment,

1 charters or publicity/promotional assignments, shall be  
2 reimbursed for all reasonable actual expenses incurred  
3 thereby, substantiated by receipts when required.

4 2.If such trip is to exceed seven (7) nights, the Company  
5 will advance the flight attendant reasonable estimated  
6 expenses.

7 E. Crew Meals:

8 1.Breakfast-type crew meals will be boarded on flights  
9 which depart a regularly catered station between 0100-  
10 0700 local, excluding "continuous on duty pairings", and  
11 the initial flight within a trip pairing departing a flight  
12 attendant's domicile.

13 2.At a non-catered layover station for flights originating  
14 between 0100-0700 local, excluding "continuous on duty  
15 pairings", a breakfast-type meal or snack (such as cereal  
16 and fruit) will be provided either at the layover hotel or  
17 airport.

18 3.In the event a limousine is used to transport a flight  
19 attendant from one (1) airport to another following a  
20 RON, the departure time of the limousine, rather than  
21 flight departure, will determine the allowance for a  
22 breakfast meal or snack pursuant to paragraphs E.1. or  
23 E.2. above.

24 4.For on duty periods that do not include a breakfast-  
25 type crew meal in accordance with Paragraphs E.1. and  
26 E.2. above, the Company will provide a crew meal,  
27 appropriately selected for the time of day, for each on  
28 duty period scheduled in excess of six hours (6:00) that  
29 does not have a scheduled ground time between flight  
30 segments of at least one hour (1:00) (or one hour and  
31 fifteen minutes (1:15) for aircraft with one hundred and  
32 sixty (160) or more seats. The contents of such meal will  
33 be determined by the Company after consultation with  
34 the MEC Crew Meal Committee.

35 F. Commuter Parking

1 1.Upon flight attendant request, the Company will make  
2 employee parking available to a flight attendant, in lieu of  
3 providing parking at the employee's assigned domicile  
4 under the following conditions:

5 a. Location is at an airport served by the  
6 Company.

7 b. Parking is provided without charge to  
8 station personnel of the Company  
9 normally assigned to that station.

10 c. Such parking is not prohibited by Port  
11 Authority officials.

12 d. Flight attendant will pay difference, if  
13 any, between cost of parking at his/her  
14 assigned domicile and the cost of the  
15 alternate location requested.

16 e. Flight attendants' requests can be  
17 accommodated without expansion of  
18 existing facilities.

19 G. Any pay or expense claim not submitted within ninety (90) days of  
20 occurrence will not be honored.  
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## SECTION 5 MOVING EXPENSES

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A. Qualifying for Expenses

The moving expenses set forth in this Section shall be paid to a flight attendant who is required by the Company to change geographical location as a result of the following:

1. A flight attendant displaced from a domicile for any reason.

2. All transfers awarded to a newly opened or reestablished domicile for a period of twelve (12) months following the date the domicile is opened or reestablished.

3. A flight attendant recalled to a domicile other than the domicile from which he/she was furloughed shall be paid moving expenses if he/she accepts the first recall to which he/she is eligible.

B. Allowable Expenses

Moving expenses for Paragraph A above shall be arranged and paid for by the Company in accordance with the following:

1. Reasonable actual moving expenses (not to exceed one hundred and ten percent (110%) of mover's estimate) for household and personal effects up to sixteen thousand (16,000) pounds excluding boats, boat trailers, camping and utility trailers that can not be transported in the mover's van, lumber, cordwood and similarly unusual items. Covered expenses will include the cost of packing, crating, unpacking, disconnection and reconnection of appliances (appliances will consist of the following: stove, washer, dryer, refrigerator, television and antenna, deep freeze and air conditioner). Movement of more than sixteen thousand (16,000) pounds will be considered on an individual basis.

2. Temporary storage of household effects will not be a covered expense. Exceptions will be considered on an individual basis subject to the guidelines in effect for non-management employees in accordance with Company policy.

3. Insurance coverage for the moving of household and personal effects will be provided in accordance with Company policy.

4. Expenses for car moving shall be paid in accordance with Company policy for one (1) or two (2) cars, provided they are registered in the name of the flight attendant, flight attendant's spouse and/or flight attendant's dependent(s), for the shortest American Automobile Association mileage between domiciles from which and to which he/she is being transferred. Such car(s) must be moved at the time of the move of household effects to be eligible for reimbursement under this provision. Verification of travel must be provided, using either dated gas or toll receipts, or service station odometer vouchers. Reimbursement for parking and tolls will be provided if substantiated by receipts. If the distance between domiciles is greater than twelve hundred (1,200) miles, the flight attendant may elect to ship up to two (2) vehicles by car

1 carrier. The total number of vehicles covered under either option shall not  
2 exceed two (2).

3 5. A flight attendant who resides in a single unit mobile home will  
4 receive, in lieu of the movement of household goods, reasonable actual  
5 expenses including, but not limited to the cost of packing household  
6 goods within the unit and unblocking at the present location and blocking  
7 and unpacking household goods at the new location, and for the  
8 transport of such mobile home between stations from which and to which  
9 he/she is being transferred. The Company will pay for normal hook up of  
10 gas and/or electricity excluding any deposit requirements or rewiring of  
11 utility lines to the mobile home location. The employee is responsible for  
12 road-worthy conditions, necessary road repairs and compliance with  
13 state and local laws.

14 6. Settling Days/Expenses:

15 a. Upon request, the Company shall provide a flight attendant  
16 with five (5) consecutive calendar days free of all duty, three (3) days of  
17 which shall be paid and credited at a rate of five (5:00) hours per day, for  
18 the purpose of relocating. The three (3) days of pay and credit in the  
19 preceding sentence is contingent on the following:

20 (1) A lineholder flight attendant may claim up to  
21 three (3) days of pay and credit provided the settling day(s) for which pay  
22 is claimed falls on a scheduled duty day as defined by the flight  
23 attendant's monthly line award.

24 (2) A reserve flight attendant may claim up to three  
25 (3) days of pay and credit provided a junior flight attendant is utilized on  
26 the settling day(s) for which pay is claimed.

27 b. The request for settling days pursuant to Paragraph 6.a.  
28 above must be made in advance to Crew Scheduling and the Company  
29 will honor the five (5) days requested by the flight attendant, provided  
30 adequate reserve coverage is available on such days.

31 c. In the event the Company is able to grant the settling days  
32 requested by the flight attendant, payment for such settling days will be  
33 in accordance with Paragraph 6.a. above.

34 d. In the event the Company is unable to grant the specific  
35 settling days requested by the flight attendant, alternate settling days will  
36 be provided as close to the days initially requested by the flight  
37 attendant, and settling expenses will be paid until such five (5)  
38 consecutive calendar days free from all duty are given.

39 e. Settling and en-route expenses will consist of reasonable  
40 actual expenses, when substantiated by receipts for a flight attendant  
41 and his/her family members incurred for meals, lodging, and telephone  
42 calls. Extraordinary expenses will be allowed as circumstances indicate.

43 f. The provisions of Paragraphs 6.a. through e. above shall not  
44 be utilized to reduce subsequent days off.

45 7. The payment of moving expenses shall be subject to the

1 following conditions:

2 a. The move must be completed within three (3) years of the  
3 effective date of the transfer.

4 b. The flight attendant's new Home (as defined in F. below)  
5 must be located within two hundred (200) miles of the flight attendant's  
6 new domicile.

7 c. The distance between the flight attendant's old Home and  
8 the new Home must be the lesser of: (x) fifty (50) miles, or (y) fifty  
9 percent (50%) of the distance between the domicile from which and to  
10 which the flight attendant is being transferred.

11 d. Flight Attendants who have been granted Company paid  
12 moves prior to the date of signing of this Agreement shall be covered  
13 under the provisions of Section 5 of the Agreement dated April 1, 1993.

14 e. When mutually agreeable, the above limitations may be  
15 extended due to unusual circumstances.

16 f. In the event a flight attendant becomes eligible for moving  
17 expenses under this Paragraph more than one time prior to exercising  
18 his/her right to expenses for the first event triggering such eligibility, then  
19 such flight attendant may receive expenses for no more than one (1)  
20 move under this Paragraph. When such flight attendant elects to move,  
21 he/she shall notify the Company which of the displacement events for  
22 which he/she is eligible in accordance with Paragraph 7.a. above shall  
23 be used for expense reimbursement under this Paragraph.

#### 24 C.Home Purchase

25 When a flight attendant domicile is closed in its entirety, the  
26 Company will purchase a flight attendant's Home (as defined in F. below)  
27 under the following provisions:

28 1. The Company will pay for two (2) appraisals, which must be  
29 completed by a licensed appraiser who is a member of either the  
30 Appraisal Institute or another professional organization that meets with  
31 Company approval. Appraisals will be completed on the most current  
32 Employee Relocation Council Residential Appraisal Report, with a  
33 marketing period of no less than one hundred eighty (180) days.

34 2. The average of these appraisals will constitute the Current  
35 Market Value of the Home.

36 3. The flight attendant must show proof to the Company that  
37 he/she has listed his/her Home within ninety (90) days of scheduled  
38 closing date of the domicile for a period of not less than sixty (60) days at  
39 no more than one hundred fifteen percent (115%) of the Current Market  
40 Value with a realtor from a list approved by the Company.

41 4. If, after the Home has been listed for the minimum sixty (60)  
42 days and has not been sold, the Company, for a period not to exceed six  
43 (6) months thereafter, will offer to purchase such property at Current  
44 Market Value as established in Paragraphs C.1. and C.2. above, less the  
45 applicable realtors commission which is defined as six (6) percent of

1 Current Market Value. The flight attendant is responsible for releasing  
2 property to the Company in a marketable condition.

3 5. These provisions will only apply to a Home occupied by the  
4 flight attendant in the area of the domicile being closed. The "area of the  
5 domicile being closed" shall include eligible property that is located within  
6 a two hundred (200) mile radius of that domicile.

7 D. A flight attendant transferred from one domicile to another at his/her  
8 own request will bear his/her own expenses, except free available space  
9 on Company transportation facilities for the shipping of personal  
10 belongings shall be furnished to the extent permitted by law.

11 E. Settling Days/Voluntary Transfers:

12 1. Upon flight attendant request, the Company shall provide a flight  
13 attendant who voluntarily transfers to another domicile with five (5)  
14 consecutive calendar days free of all duty for the purpose of  
15 relocating. Such settling days shall be provided subject to coverage  
16 requirements, but shall not be subject to payment for time lost or any  
17 expenses incurred.

18 2. A ninety-five (95:00) or one hundred and five (105:00) hour  
19 option flight attendant may elect a monthly maximum of eighty/eighty-five  
20 (80:00/85:00) hours during the month settling days are provided in  
21 accordance with this Paragraph.

22 3. Upon completion of initial flight attendant training and until five  
23 (5) consecutive settling days are completed, the Company shall provide  
24 flight attendants with the following:

25 a. Acceptable hotel accommodations in accordance with  
26 Section 4.B.1.

27 b. Meal expenses at the applicable rate provided in Section  
28 4.A.1. The foregoing meal expenses shall be offset by meal expenses  
29 paid while on duty.

30 F. Definitions

31 1. "Home" shall mean Residential Property occupied by the flight  
32 attendant and will not apply to commercial property, vacation property, or  
33 unimproved property.

34 2. "Residential Property" for purposes of this Paragraph shall mean  
35 urban, suburban, or rural property that the flight attendant occupies as  
36 his/her residence. Any crops, livestock, implements, or commercial  
37 undertakings that may be associated or contained on such premises will  
38 not be subject to these provisions. Further, when a commercial enterprise  
39 is an integral part of the flight attendant's residence or the property on  
40 which it is situated, these provisions will not apply.

41

## SECTION 6 UNIFORMS

1  
2  
3  
4 A. A newly employed flight attendant will be required to purchase  
5 his/her initial set of summer and winter required uniform items.  
6

7 1. a. The Company will pay for the replacement of all uniform  
8 items due to normal wear or in the event of a complete or partial uniform  
9 change, except for those replacements necessitated by an excessive  
10 increase of weight gain. Uniforms will include all items whether  
11 mandatory or optional, except shoes, hosiery, and undergarments.  
12

13 b. Handbags, serving smocks, and overnight bags will be  
14 furnished on a loan basis. Replacement of uniform items will be made at  
15 the discretion of the Base Flight Attendant Service Manager/ Supervisor.  
16

17 2. In the event a flight attendant who has received a replacement  
18 terminates his/her employment, such items shall be returned to the  
19 Company.  
20

21 3. The Company will pay each active flight attendant twenty dollars  
22 (\$20.00) per month for the cleaning and repair of the uniform or parts  
23 thereof in order to assist the flight attendant in maintaining the standards  
24 of neatness and personal appearance required by the Company.  
25

26 4. Any flight attendant who has a uniform item stolen from an  
27 aircraft while on duty shall, upon prompt submission of a claim to his/her  
28 supervisor/manager (within twenty-four (24:00) hours of the incident)  
29 have such item(s) replaced at no cost to the flight attendant providing  
30 investigation absolves the flight attendant of negligence.  
31

32 5. a. The Company will provide two maternity uniforms on a loan  
33 basis to any pregnant flight attendant who is still working and unable to  
34 wear her regular uniform. Such flight attendant may choose from  
35 Maternity Jumper(s) and/or Maternity Outfit(s) (smock top and slacks).  
36 Such uniform(s) shall be returned to the Company cleaned and pressed  
37 within sixty (60) days after the commencement of the maternity leave of  
38 absence. Absent mitigating circumstances (such as bed rest  
39 recommended by a physician), if a flight attendant does not return the  
40 maternity uniform(s) within the deadline and the condition specified, the  
41 cost of the uniform(s) will be payroll deducted. The flight attendant will  
42 be notified in writing of this requirement at the time the leave  
43 commences. All maternity uniforms will be stocked at the flight  
44 attendant's respective domicile and fittings will be done at that location  
45 only.

1  
2           b. The Company will make maternity blouses available for  
3 purchase.

4  
5 B. The initial Company insignia required to be worn by a flight attendant  
6 will be furnished by the Company at no cost. Additional or replacement  
7 insignias will be purchased by the employee.

8  
9 C. A flight attendant will be allowed to wear the current Association  
10 emblem or pin on his/her uniform while on duty.

11  
12 D. A flight attendant must be in the prescribed uniform at all times when  
13 on duty. The prescribed uniform will consist of the items set forth in the  
14 Flight Attendant's Manual and revisions thereto.

15  
16 E. Flight attendants from each domicile shall elect one (1) male and one  
17 (1) female flight attendant to represent them on the Flight Attendant Uni-  
18 form Committee. This committee shall meet with the Company to  
19 discuss any anticipated major changes in style, color, material, or  
20 substantial cost increase of uniforms. The recommendations of this  
21 committee, the Master Executive Council President, the weather con-  
22 ditions, and workloads shall be taken into consideration. Except as  
23 stated in Paragraph G below, the Company reserves the right to make all  
24 final uniform change decisions.

25  
26 F. Every effort will be made to have uniform fittings at each flight atten-  
27 dant domicile/airport location. In the event that other arrangements are  
28 made by the Company, all aspects of fittings of uniform (actual  
29 expenses) shall be borne by the Company. Furthermore, a standard fit  
30 line of certain current uniform items, to include all tailored-fit items such  
31 as dresses, jackets, skirts, slacks and trousers, and similar tailored-fit  
32 maternity items, will be available at each domicile.

33  
34 G. A flight attendant on an international flight will wear the same uniform  
35 as a flight attendant on a domestic flight unless mutually agreed  
36 otherwise.

37  
38 H. Payroll Deduction of Uniform Items:

39  
40       1. The initial uniform purchase of the standard complement and  
41 optional items, if applicable, shall be payroll deducted in increments not  
42 to exceed \$10.00 per paycheck.

43  
44       2. If the initial purchase includes items in excess of the standard  
45 uniform complement, such items or any subsequent purchases shall be

1 payroll deducted in four (4) equal installments per purchase, or \$10.00  
2 per paycheck, whichever is greater. Such deduction shall be taken out  
3 of the flight attendant's fifteenth (15th) of the month paycheck.  
4

5 3. Flight attendants will be provided with an invoice detailing the  
6 cost of each uniform item deducted from his/her paycheck.  
7

8 I. In accordance with Company uniform policy for other flight crew  
9 members, flight attendants shall be provided a short sleeve shirt  
10 option(s), and flight attendants will not be required to wear a jacket  
11 between May 1<sup>st</sup> and September 30<sup>th</sup>. This provision shall not prevent

12 the Company from amending its policy with regard to short sleeve  
13 shirts or requirements to wear jackets; however, such amendments must  
14 apply equally to flight attendants and other flight crew members.  
15  
16

# SECTION 7

## VACATIONS

### A. Vacation Accrual

1. 1. A flight attendant will be eligible for vacation accrual, subject to the completion of his/her probationary period, according to the years of employment as a flight attendant completed, flying option, and number of full months of employment as a flight attendant in the preceding calendar year as follows:

	55-Hour Option Effective 1/1/01	Other F/A's Effective 1/1/00	Other F/A's* Effective 1/1/01
1st through 3rd years		15 days	14 days
4th year		18 days	17 days
5th year	12 Days	19 days	18 days
6th year	14 Days	21 days	20 days
7th through 9th years	16 Days	24 days	23 days
10th through 12th years	18 Days	28 days	27 days
13th through 15th years	21 Days	32 days	31 days
16th through 19th years	22 Days	34 days	33 days
20th through 24th years	25 Days	39 days	38 days
25th year and thereafter	28 Days	44 days	44 days

1  
2  
3 \* Note: A flight attendant not on the 55-Hour (55:00) Option shall be  
4 "red-circled" for vacation purposes; i.e., no flight attendant will have  
5 his/her current vacation accrual reduced. However, as he/she advances  
6 in seniority, he/she will accrue vacation in accordance with the schedule  
7 effective 1/1/01.  
8

9 Example: A flight attendant with 8 years of completed seniority as of  
10 the date of signing of this Agreement shall accrue at 24 days for his/her  
11 eighth and ninth years in accordance with the schedule effective 1/1/00.  
12 When he/she has completed ten years of seniority, he/she will accrue 27  
13 days of vacation in accordance with the schedule effective 1/1/01.  
14

15 2. A flight attendant who participates in the 55-Hour (55:00) Option  
16 for less than twelve (12) months of service in the preceding year shall  
17 have his/her vacation accrual prorated accordingly.

18 3. A flight attendant who completes less than twelve (12) months of  
19 service in the preceding year shall have his/her vacation accrual prorated  
20 accordingly.  
21

## 22 B. Vacation Pay and Credit

23  
24 1. A flight attendant taking seven (7) or more consecutive vacation  
25 days will be entitled to pay and credit at one-half day/one-half night pay,  
26 as well as senior, international, aft lead, and LOD/O premiums, if  
27 applicable, in accordance with the following table:  
28  
29

### Current Seniority:

Flight Attendant's Applicable Monthly Flying Obligation	0 - 17th Years Daily Rate	18th Year & Above Daily Rate
55 Hour Option	3:30 per day	4:00 per day
75 Hour Option	4:00 per day	5:00 per day
85 Hour (Non-Option)	4:30 per day	5:30 per day
95 Hour Option	5:00 per day	6:10 per day
105 Hour Option	5:30 per day	6:50 per day

30  
31  
32 2. A flight attendant taking less than seven (7) consecutive vacation  
33 days will be entitled to pay and credit at one-half day/ one-half night pay,  
34 as well as senior, international, aft lead, and LOD/O premiums, if  
35 applicable, in accordance with the following table:

Applicable Monthly Flying Obligation	Daily Rate
55 Hour Option	2:30 per day
75 Hour Option	3:00 per day
85 Hour (Non-Option)	3:30 per day
95 Hour Option	4:00 per day
105 Hour Option	4:30 per day

- 1
  - 2
  - 3
  - 4
3. A flight attendant's vacation pay and credit in any given month will be based upon his/her applicable flying option at the start of the month in which the vacation is taken.

1  
2 C. Vacation Adjustments:  
3

4 1. If a lineholder is scheduled for a trip which overlaps a vacation  
5 period, such trip will automatically be dropped from his/her line of time  
6 unless the flight attendant elects to split the trip.  
7

8 2. A flight attendant, at his/her option, may split a trip that conflicts  
9 with a vacation period at his/her domicile. In all cases duty rig ends  
10 fifteen minutes (:15) after the claimant returns to his/her domicile. Pay  
11 for such split trips shall be in accordance with Section 10.Q.  
12

13 3. A reserve flight attendant, at his/her option, may slip up to two  
14 (2) of his/her days off without pay to provide time off before or after  
15 vacation periods of seven (7) or more days. Additional days may be  
16 slipped according to the needs of the service.  
17

18 4. Notwithstanding Paragraph 1. above, a flight attendant who has  
19 been awarded vacation buyback will have the option of either dropping  
20 such trip or flying such trip in its entirety. If a primary lineholder desires  
21 to fly his/her trip in its entirety, he/she must make such election prior to  
22 the closing of the SAP process for the applicable month.  
23

24 D. Vacation Bid  
25

26 1. A flight attendant shall complete and file his/her preference for  
27 vacation periods, up to the maximum of his/her accrual on or before  
28 October 1st. Vacation bids will be open for a minimum of thirty (30)  
29 days. A master yearly vacation day matrix will be posted in each  
30 domicile at the same time such vacation bids open. Vacation periods will  
31 be awarded on the basis of preference in order of seniority. The award  
32 results shall be posted by October 30th.  
33

34 2. A flight attendant who is unsuccessful in getting an award on  
35 his/her first bid shall be expected to rebid on open vacation time in a  
36 second round of vacation bidding to be completed on or before  
37 November 15th. The award results of this second round shall be posted  
38 by November 30th.  
39

40 3. A flight attendant who is not awarded a vacation period under  
41 the provisions of this Section will be assigned vacation period(s) by the  
42 Company. A flight attendant not accepting an assigned vacation  
43 period(s) will do so at his/her own risk and shall forfeit any unused days,  
44 subject to Paragraph E. below.

1  
2 4. Vacation periods vacated by a flight attendant due to  
3 terminations, leaves of absence, or vacation periods which were  
4 not bid will be posted for rebid for a minimum of ten (10) days and  
5 shall be awarded no later than the 10th of each month on the basis  
6 of domicile seniority among the flight attendants bidding such  
7 periods. Such known vacation periods, which apply to the  
8 remainder of the calendar year, will be posted for rebid each  
9 month.

10  
11 5. A flight attendant may, at his/her option, swap a vacation  
12 period(s) with another flight attendant provided they notify their  
13 supervisor(s) in writing prior to the month in which the swap  
14 occurs.

15  
16 6. A flight attendant on unpaid medical or maternity leave  
17 may, at his/her option, either carry his/her accrued vacation over  
18 the leave period or be compensated for the accrued vacation at the  
19 commencement of such leave.

20  
21 **MEDICAL NOT CLAIMING SICK:**

22  
23 OPTION #1 – The flight attendant will be paid out for accrued  
24 vacation at the commencement of the leave.

25  
26 OPTION #2 – After returning from leave, the flight attendant  
27 must attempt to rebid his/her vacation for the remainder of the year. If  
28 the flight attendant is unsuccessful, he/she will continue to rebid his/her  
29 vacation on a month-to-month basis. If the flight attendant's original bid  
30 was for seven (7) days or more, the flight attendant will not be required to  
31 accept less than a seven (7) day block.

32  
33 **MEDICAL CLAIMING SICK LEAVE:**

34  
35 OPTION #1 – The flight attendant will be paid out for vacation in  
36 the month the vacation is scheduled. This time will be credited towards  
37 the flight attendant's monthly obligation.

38  
39 OPTION #2 – Cancel all or part of the vacation that falls within  
40 the leave period. After returning from leave, the flight attendant must  
41 attempt to rebid his/her vacation for the remainder of the year. If the

1 flight attendant is unsuccessful, he/she will continue to rebid his/her  
2 vacation on a month-to-month basis. If the flight attendant's original bid  
3 was for seven (7) or more days, the flight attendant will not be required to  
4 accept less than a seven (7) day block.  
5

6 If the flight attendant is unsuccessful in holding vacation the rest  
7 of the months of the current year, the flight attendant will carry over  
8 his/her vacation to the following year to be bid during the second round  
9 of annual vacation bids.

10 NOTE: If there are no months left in the current year to rebid the  
11 vacation, the flight attendant will carry over his/her vacation to the  
12 following year to be bid during the second round of annual vacation bids.  
13

14 7. Information containing the respective vacation bid results will be  
15 placed in the crew lounge at each domicile for review. Alternative  
16 arrangements may be utilized in the domiciles if, by mutual agreement,  
17 the Company and Local Executive Council President can identify a more  
18 convenient method to post such results. Such results, once posted, will  
19 not be subject to further adjustments by the Company.  
20

#### 21 E. Vacation Limits and Carry-Over

22

23 1. Vacations shall not be cumulative and, with the exception of filler  
24 days, must normally be taken within the calendar year subsequent to the  
25 year in which earned.  
26

27 2. Should a flight attendant be unable to take his/her accrued  
28 vacation because of circumstances beyond the flight attendant's control,  
29 the Company will examine each case based on its individual merits and  
30 determine if the flight attendant will be eligible to carry over such accrual  
31 to open periods in the subsequent year.  
32

#### 33 F. Filler Days:

34

35 1. A flight attendant is expected to take all vacation accrued in the  
36 year subsequent to accrual. However, a flight attendant at his/her option  
37 may hold twenty percent (20%) of such accrual to be used as "filler"  
38 days. At least fifty percent (50%) of such days must be taken in the year  
39 subsequent to accrual. Any unused "filler" days will be carried over into  
40 the following year and will be considered as part of the twenty percent  
41 (20%) hold.

1  
2 Example:

3 Total Accrual 24  
4 20% 5  
5 Filler Days Carried Over (3)  
6 Maximum Additional Filler Days 2  
7 5 days

- 8  
9 2. The Company will establish a separate pool of vacation  
10 slots, which will be dedicated for filler day use. The formula for  
11 determining this pool will be based on the number of filler days  
12 awarded to flight attendants throughout the system but never  
13 less than five percent (5%) of the average vacation days allotted  
14 for each domicile on a day by day basis (as determined by the  
15 master yearly matrix). When the percentage results in a decimal  
16 it will be rounded up to the next whole number.  
17

Date	Domicile	Daily Domicile Allotment	Filler Day Allotment
June 15, 2000	PIT	241	13

- 18  
19  
20 3.  
21 4. 3. Awarding filler days will be accomplished in the following  
22 manner:

23  
24 a. The master yearly filler day matrix will be posted in each  
25 domicile at the same time vacation bids open.

26  
27 b. Filler days for the following month will be awarded on the  
28 10th of each month, immediately after monthly vacation rebid awards.

29  
30 c. If a vacation slot(s) for the following month remains open  
31 after the monthly rebidding process, such slot(s) will be added to the  
32 minimum five percent (5%) filler day pool.

33  
34 d. Subsequent to the filler day bid close-out in Paragraph 3.b.

1 above, any open filler day slot(s) which remain in the filler day pool may  
2 be requested and will be awarded based on the earliest time stamp in  
3 that month.  
4

5 e. A flight attendant who uses a filler day(s) in a month during  
6 any portion of a month which he/she is already scheduled for seven (7)  
7 consecutive days or more of vacation shall be paid for the filler day(s) in  
8 accordance with Paragraph B.1. above.  
9

10 -  
11 Example: A 75 hour option flight attendant with 20 years of  
12 service is scheduled for vacation on the 1st through the 7th of the month  
13 (7 days). He/she uses one (1) filler day on the 16th of that same month.  
14 The filler day will be paid at the flat vacation rate of five hours (5:00).

15 Example: A 105 hour option flight attendant with 10 years of  
16 service is scheduled for vacation at transition time, beginning on the 28th  
17 of March through the 3rd of April (7 days). He/she uses one (1) filler day  
18 on the 5th of March and one (1) filler day on the 25th of April. Both filler  
19 days will be paid at the flat vacation rate of five hours and thirty minutes  
20 (5:30).

21 f. A flight attendant who uses filler day(s) in a month during  
22 which he/she is already scheduled for fewer than seven (7) consecutive  
23 days of vacation shall be paid for the filler day(s) in accordance with  
24 Paragraph B.2. above.  
25

26 -  
27 Example: An 85 hour (non-option) flight attendant with 25 years  
28 of service is scheduled for vacation on the 8th through the 10th of the  
29 month (3 days). He/she uses one (1) filler day on the 15th of that same  
30 month. The filler day will be paid at the flat vacation rate of three hours  
31 and thirty minutes (3:30).

32 g. A flight attendant who uses a filler day(s) to bring his/her  
33 vacation period to seven (7) consecutive days or more shall be paid in  
34 accordance with Paragraph B.1. above.  
35

36 Example: A 95 hour option flight attendant with 6 years of  
37 service is scheduled for vacation on the 5th through the 10th of the  
38 month (6 days). He/she uses one (1) filler day on either the 4th or the  
39 11th of the month, making a total of seven (7) consecutive days of  
40 vacation. That flight attendant's flat vacation rate for all seven (7) days  
41 will be five hours (5:00) per day.  
42

43 h. (1) Finally, a flight attendant may claim his/her unused filler  
44 day(s) at the end of a given month in order to reach his/her flying

1 obligation. A flight attendant who elects to round out his/her monthly  
 2 flying obligation in this way shall receive pay and credit according to the  
 3 daily vacation rate in Paragraph B.2. above. However, if he/she was  
 4 scheduled for seven (7) or more consecutive vacation days during any  
 5 portion of that same month, the flight attendant will receive pay and  
 6 credit in accordance with Paragraph B.1. above. (See filler day pay  
 7 examples in Paragraphs e., f., and g. above.)  
 8

9 (2) (2) A flight attendant may use up to two (2) filler days a  
 10 month to fill out his/her flying obligation as follows:  
 11

"BACKFILL" FILLER DAY USAGE IN ANY GIVEN MONTH IS SUBJECT TO THE FOLLOWING LIMITATIONS:	7 Or More Consecutive Vac. Days During Any Portion Of A Month:	Fewer Than 7 Consecutive Vacation Days:
Applicable Monthly Flying Obligation	All Years of Service	All Years of Service
55 Hour Option	1 Day	2 Days
75 Hour Option	1 Day	2 Days
85 Hour (Non- Opt)	2 Days	2 Days
95 Hour Option	1 Day	1 Day
105 Hour Option	1 Day	1 Day

12 (3) The use of filler days in accordance with Paragraph h.2.  
 13 above is intended to fill out a flight attendant's monthly time to his/her  
 14 maximum.  
 15  
 16 -

17 -  
 18 Example: An 85 hour (non-option) flight attendant with 18  
 19 years of service has a 78:00 hour line. During that same month, he/she  
 20 is scheduled for a seven (7) consecutive day vacation period. Therefore,  
 21 he/she could fill out his/her flying obligation as follows:  
 22

23 38:30 (seven day vacation claim at 5:30 per day)  
 24 +39:30 (remaining monthly flying obligation = 78:00 - 38:30)  
 25 78:00 (line value)  
 26

27 He/she may use one (1) filler day worth 5:30 to reach 83:30

1 hours or two (2) filler days at 5:30 per day to reach 89:00 hours. In this  
2 example, Paragraph h.2. above may not be used to reduce the non-  
3 option flight attendant's remaining monthly flying obligation by the  
4 amount of his/her back-fill filler day claim(s). Such claim(s) may only be  
5 applied once he/she has satisfied his/her obligation to meet his/her line  
6 value.

7 -  
8 Example: A 105 hour option flight attendant with 15 years of  
9 service has reached 97:00 credited hours. Earlier in the same month,  
10 he/she was scheduled for a four day vacation period. Therefore, he/she  
11 could fill out his/ her flying obligation as follows:

12  
13 18:00 (four day vacation claim at 4:30 per day)  
14 + 69:00 (additional credited time for the month)  
15 97:00 (subtotal of pay and credit for the month)  
16 + 4:30 (filler day claim to fill out monthly obligation)  
17 101:30 (total pay and credit for the month)

18 -  
19 He/she may use no more than one (1) filler day paid at 4:30  
20 for the purpose of reaching his/her flying obligation of between 100:00  
21 and 105:00 hours.

22 -  
23 -  
24 G. A flight attendant who has completed his/her probationary period and  
25 whose service with the Company is terminated, shall be paid for any  
26 accrued and unused vacation.

27  
28 H. A flight attendant may request in writing to his/her Supervisor a  
29 special paycheck or an advance fifteen (15) days prior to his/her  
30 scheduled vacation period.

31  
32 I. A reserve flight attendant's vacation period will begin and end at  
33 1500 and a lineholder's vacation period will begin and end at 2400.

34  
35 J. Vacation Buyback Option

36 -  
37 1. The Company may offer a vacation buyback option. Such offer  
38 would be implemented at the mutual agreement of the flight attendant  
39 and the Company and would enable the flight attendant to take pay and  
40 all premiums applicable in lieu of vacation time.

41  
42 2. The Company will offer vacation buyback on a month-to-month  
43 domicile basis. Such vacation buyback shall be offered in accordance  
44 with seniority in each domicile.

1  
2  
3 3. The MEC President will be notified of the Company's need to  
4 implement vacation buyback no later than the eighteenth (18<sup>th</sup>) of the  
5 month prior to implementation with copies to the MEC. A copy of this  
6 notice will be posted for the flight attendants.

7  
8 4. The Company shall advise the MEC and the appropriate flight  
9 attendants on or before the twenty-fourth (24<sup>th</sup>) of that preceding month  
10 as to the amount of offers and appropriate hours needed.

11 5. An eligible flight attendant may sell all or part of his/her  
12 vacation during the "buyback" month.

13  
14 6. An eligible flight attendant may elect to:

15  
16 a. Notify the Company if he/she wants to fly his/her original  
17 trip(s) awarded during vacation period. If such trip(s) is in open time  
18 when the request is made, the Company will reinstate such trip(s) in the  
19 flight attendant's line.

20  
21 b. Vacate original trip(s) awarded during buy-back period; i.e.,  
22 fly time when flight attendant desires during the buy-back month. This  
23 Paragraph b. will remain in effect until the implementation of SAP.

24  
25 7. Through the use of SAP (if applicable) or the  
26 Availability/Improvement List, an eligible flight attendant may elect to fly  
27 the buyback time during his/her scheduled vacation period or any time  
28 during a buyback month.

29  
30 8. A flight attendant must fulfill his/her original bid line or applicable  
31 option projection.

32  
33 9. A flight attendant will be paid for the amount of time flown and  
34 for amount of vacation sold in the appropriate pay period.

35  
36 10. The vacation buyback option will be effected on a pay, no credit  
37 basis subject to the pay provisions of Paragraph B. of this Section.

38  
39 L. A flight attendant desiring to utilize the Availability/ Improvement List  
40 to fly a trip prior to his/her vacation may select a trip which conflicts with  
41 the vacation subject to the following conditions:

42  
43 1. The vacation period must be for a minimum period of at least  
44 seven (7) consecutive days;

1  
2           2.    Selecting a trip from the Availability/ Improvement List will be  
3 permitted on the front end of the vacation only;

4  
5           3.    If a trip of an equal number of days is available without the need  
6 to split a trip, the flight attendant will be required to select the trip which  
7 does not require a split;

8  
9           4.    The flight attendant must split the trip in his/her domicile;

10  
11          5.    All other rules and procedures applicable to this type of split  
12 shall be the same as those applying to a flight attendant splitting his/her  
13 line trip prior to vacation.

14  
15 M.   Effective January 1, 2001 a flight attendant in an International  
16 Transoceanic Domicile (ITD) who claims vacation can reduce his/her  
17 monthly obligation by one trip if the claim is for two (2) or more days.  
18 Such days need not be contiguous.  
19  
20



1 accrues more than seven hundred forty  
2 (740:00) hours of sick leave shall retain  
3 this excess over the maximum accrual  
4 in a reserve account. Such excess time  
5 will be used first should the flight  
6 attendant need to draw on sick leave.

7 3. Current and accurate sick leave  
8 accrual records will be kept readily  
9 available for inspection by a flight  
10 attendant via the US Airways Crew  
11 Automated Tracking System  
12 (CATCREW) or similar related system,  
13 subject to mutual agreement.

14 **C. A flight attendant who is furloughed because of a**  
15 **reduction in force, or a flight attendant on an**  
16 **approved leave of absence will retain intact all**  
17 **previously accrued sick leave contingent upon**  
18 **return to active flight duty.**

19 **D. All accumulated sick leave credit shall be**  
20 **relinquished when a flight attendant's service with**  
21 **the Company ceases.**

22 **E. Claiming Sick Leave:**

23 1. Lineholders:  
24

25 a. A lineholding flight  
26 attendant will be  
27 credited with trips  
28 missed from his/her  
29 primary or secondary  
30 line of flying, trips  
31 awarded through SAP,  
32 trips awarded under the  
33 Availability/Improvement  
34 List or three hours and  
35 thirty minutes (3:30),  
36 whichever is greater, for  
37 each day he/she is



1 subsequent flying  
2 activity during the  
3 month, and any other  
4 credited time, when  
5 added to the amount of  
6 monthly sick charge, is  
7 greater than the flight  
8 attendant's monthly pay  
9 cap, his/her sick charge  
10 will be reduced to an  
11 amount equal to the  
12 cap.

13 2. Reserves:

14 a. A flight attendant on  
15 reserve status shall be  
16 credited with three  
17 hours and thirty minutes  
18 (3:30) or trips missed,  
19 whichever is greater,  
20 and his/her sick leave  
21 accrual reduced  
22 accordingly for each  
23 day he/she is unable to  
24 report for duty due to  
25 sickness or injury.

26 b. A flight attendant on  
27 reserve status who is  
28 unable to report for duty  
29 due to sickness or injury  
30 shall, in addition to  
31 his/her hourly rate, be  
32 eligible for senior, aft  
33 lead, international,  
34 LOD/O and night pay, if  
35 applicable, for the trip(s)  
36 missed.

37 c. For sick leave accrual  
38 charges, a reserve flight  
39 attendant will only be  
40 charged for day(s) on

1 which he/she was or  
2 would have been  
3 called. In no event shall  
4 he/she be charged  
5 more than fifteen (15)  
6 days per calendar  
7 month.

8 d. If previous or  
9 subsequent flying  
10 during the month, when  
11 added to the amount of  
12 monthly sick charge, is  
13 greater than  
14 his/her reserve  
15 guarantee, the reserve  
16 flight attendant may  
17 reduce the sick charge  
18 so as to be paid an  
19 amount no less than  
20 his/her reserve  
21 guarantee. Notwithstandi  
22 ng the above, a reserve  
23 who has declared  
24 him/herself out of time  
25 may not subsequently  
26 reduce his/her credited  
27 time through the use of  
28 this provision.

29 e. If previous or  
30 subsequent flying  
31 during the month, and  
32 any other credited time,  
33 when added to the  
34 amount of monthly sick  
35 charge, is greater than  
36 the monthly pay cap,  
37 the reserve flight  
38 attendant's sick charge  
39 will be reduced so as to  
40 be paid an amount  
41 equal to the cap.

1 3. A flight attendant who is unable to  
2 make up his/her time during a month  
3 may file a Form No. PE?39A indicating  
4 the day(s) and/or trip(s) missed as a  
5 result of sickness or injury. The PE?39A  
6 must be filed on or before the fifth (5th)  
7 day of the month following the day(s)  
8 claimed in order to receive consideration  
9 for the next paycheck. Such form(s) must  
10 be approved by Inflight Services.

11  
12 **F. If a flight attendant is able to make up his/her time**  
13 **during a month in which he/she is sick, no deduction**  
14 **will be made from his/her accrued sick leave credit.**

15 **G. A flight attendant who is unable to report for duty**  
16 **due to illness or injury and whose sick leave accrual**  
17 **is exhausted will have his/her applicable monthly**  
18 **guarantee reduced as follows:**

19 (Minimum guarantee)/(total number of  
20 days scheduled to fly (to a maximum of  
21 15)) = Daily Reduction

22 The number of days a lineholder flight  
23 attendant is scheduled to fly up to a  
24 maximum of fifteen (15) days during the  
25 month will be divided into the applicable  
26 monthly guarantee. The result of this  
27 division will determine the amount of  
28 reduction for each day a lineholder flight  
29 attendant is scheduled to fly but is  
30 unable to report due to illness or injury. If  
31 a lineholder flight attendant is able to  
32 accept a trip on a day other than the one  
33 originally scheduled in the month, the  
34 above computation will be adjusted as  
35 though the additional day was one of the  
36 regularly scheduled duty days. A reserve  
37 flight attendant will consider regularly  
38 scheduled duty days with respect to the  
39 above prescribed reduction.

1  
2 **H.1. A doctor's statement may be requested for any**  
3 **sick occurrence in excess of five (5) occurrences**  
4 **during any continuous active twelve (12) month**  
5 **period.**

6 2. Notwithstanding the above, the  
7 Company may require a physician's  
8 written confirmation of illness or injury or  
9 make personal inquiries of the type or  
10 nature of such illness or injury when a  
11 supervisor can demonstrate he/she has  
12 reasonable cause to believe that an  
13 individual flight attendant's use of sick  
14 leave may have been for other than  
15 legitimate reasons. Further, the cost of  
16 such physician's confirmation, pursuant  
17 to Paragraph H.1. above and this  
18 Paragraph, shall be borne by the  
19 Company with the understanding that a  
20 flight attendant may be required to see a  
21 physician of the Company's choice and  
22 at a time dictated by the Company.

23 3. The provisions of this Section are  
24 established to ensure that a flight  
25 attendant shall not suffer a loss of  
26 compensation while he/she is  
27 legitimately ill or disabled. A flight  
28 attendant who uses sick leave for other  
29 than legitimate illness or disability may  
30 be subject to disciplinary action based  
31 on the facts involved.

32 **I.1. A flight attendant shall be permitted to pick up**  
33 **any remaining portion of his/her bid trip or series of**  
34 **trips (i.e., trips awarded through the primary line,**  
35 **secondary line, or SAP processes) or a trip he/she**  
36 **picks up from the Availability/ Improvement List**  
37 **upon returning from sick leave provided such trip**  
38 **comes back through his/her domicile and he/she has**  
39 **notified the Crew Scheduler at the time of the sick**

1 **call of his/her intent to pick up the remaining portion**  
2 **of the trip.**

3 2. A flight attendant who becomes sick  
4 or injured after originating a trip shall,  
5 upon request, be provided with "Crew  
6 Movement Authorization" transportation  
7 for the purpose of returning to his/her  
8 domicile.

9 **J. A flight attendant who is unable to report for duty**  
10 **due to illness or injury for ninety (90) consecutive**  
11 **calendar days will, upon return to duty, begin to**  
12 **accrue at the rate of eight (8:00) hours per month**  
13 **until his/her accrual reaches the level it was prior to**  
14 **such illness, or the maximum accrual of seven**  
15 **hundred forty (740:00) hours, or reserve account,**  
16 **whichever occurs first. A minimum number of sick**  
17 **leave hours is not needed to qualify.**

18 **K. A flight attendant who exhausts his/her sick**  
19 **leave as a result of a continued illness, may request**  
20 **an advance of future accrual. The Company will**  
21 **consider such requests on their individual basis.**  
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## SECTION 9 SCHEDULING

### **A. Flight Attendant Schedule Committee**

1. The monthly trip pairings and primary lines constructed there from shall be the same as pilots. However, monthly lines may be constructed that may differ from the pilots' in those cases where identical lines can not be used for both groups, e.g., LOD/O, B-757/767, secondary lines, etc.

2. The Association shall designate an MEC Flight Attendant Schedule Committee for the purposes of making recommendations to the Company with regards to establishing or modifying policies, procedures, and parameters for the scheduling of flight attendants. The Committee will meet with the Company prior to the introduction of changes to the Scheduling system pursuant to this Agreement to jointly develop such policies, procedures and parameters, which shall not be outside the legalities of this agreement, and shall adhere as nearly as practicable to prior established practices unless by mutual agreement.

3. The Committee may give input for the Company's review and consideration in the construction of primary and secondary lines that differ from pilots' in accordance with Paragraph A.1. above prior to the completion of the monthly line building process. After completion of the line-building process and prior to publication, the Committee shall review such lines and may propose changes to such lines. The Company shall not unreasonably withhold implementation of any proposed changes. The Company shall promptly notify the Committee should construction of certain Lines of Flying deviate from the agreed-upon parameters so that the Committee may participate in the construction of such Lines of Flying.

4. The Committee will meet with the Company should Lines of Flying need to be constructed outside of the agreed-upon parameters, or at the request of either party; and in any event on a monthly basis to review the lines. The Committee shall be relieved of all duty when attending such meetings.

5. Recognizing that some trip pairing(s), which are otherwise legal, may present problems such as excessive fatigue or service difficulties, the Committee may give input for the Company's review and consideration in the construction of such pairing(s) and preview future pairings. The Company will provide to the Master Executive Council Office 4x, 5x, 6x, 4M, 76M, and monthly pairing sheets and Lines of Flying for each domicile. This aforementioned information will be provided to the MEC, and the information applicable to each domicile will be provided to the Local Executive Council President for such domicile, at the same time it is provided to the flight attendants in such domicile.

### **B. Line Construction Process**

1. General

1 a. Primary and secondary Lines of Time shall be constructed to  
2 contain between seventy (70:00) and eighty-five (85:00) credited hours,  
3 unless as provided in Paragraphs b. and c. below.

4 b. Pure Transoceanic Lines of Time (i.e., any mix of pure  
5 transoceanic trip pairings, such as four (4) Rome trip pairings and one  
6 (1) Madrid trip pairing) shall be constructed between seventy (70:00) and  
7 eighty-nine (89:00) hours.

8 c. Pure MetroJet Lines of Time (i.e., any mix of pure MetroJet  
9 trip pairings) shall be constructed between eighty (80:00) and ninety  
10 (90:00) hours.

11 d. For the purposes of this Section 9, "Protected Holidays" shall  
12 include January 1<sup>st</sup>, Memorial Day, Independence Day, Labor Day,  
13 Thanksgiving Day, December 24<sup>th</sup>, 25<sup>th</sup> and 31<sup>st</sup>.

14 2. Primary Lines of Time

15 a. Primary Lines of Time shall be constructed in accordance with  
16 Paragraphs 9.A.1. and 9.B.1. above.

17 b. Primary Lines of Time shall be targeted to average seventy-  
18 eight (78) credited hours. However, pure transoceanic Lines of Time,  
19 pure MetroJet Lines of Time, and Lines of Time that differ from pilots' in  
20 accordance with Section 9.A.1. above shall not be included in the  
21 calculation of such average.

22 3. Secondary Lines of Time

23 a. Secondary Lines of Time shall be constructed after the SAP  
24 awards and may consist of mixed equipment and/or positions.

25 b. Secondary Lines of Time shall be targeted to average  
26 seventy-eight (78) hours. However, pure transoceanic Lines of Time shall  
27 not be included in the calculation of such average.

28 4. Open Time

29 After the scheduled time at each flight attendant domicile is  
30 divided into lines in accordance with Section 2.J.1, Paragraph A. above  
31 and this Paragraph B, the remaining time shall be open time. There shall  
32 be a minimum of ten percent (10%) of the flight attendant positions for  
33 each domicile as open time after secondary line construction is  
34 completed.

35 5. Reserve Lines of Flying

36 a. The Company shall build reserve Lines of Flying after the  
37 award of Secondary Lines.

38 b. Reserve days off shall be provided in accordance with  
39 Section 11.A.

40 **C. Monthly Bid and Line Award Process**

41 1. General

42 a. It shall be the flight attendant's responsibility to place his/her  
43 bids. Errors or omissions from outside vendors of bid services, or vendors  
44 who allow access to such services (e.g., Compuserve, Winbid, etc.) shall  
45 not be the responsibility of the Company.

1 b. All times herein are local domicile time unless otherwise  
2 specified.

3 c. Trips at each domicile shall be flown by the flight attendants  
4 at such domicile, except as provided in Section 15 (Charters), Section  
5 11.L. (TDY), Section 11.D.4.a. and 11.D.4.b. (Priority of Trip Assignment)  
6 and Section 9.G (Rescheduling).

7 d. A flight attendant shall be responsible to ascertain his/her  
8 primary line, primary line as modified by SAP, or secondary line award  
9 prior to the month beginning. Once a flight attendant has called for his/her  
10 line award, he/she shall be automatically signed in for the month.

11 e. Dates and times herein marked with an asterisk (\*) may,  
12 subject to mutual agreement of the parties, be updated subsequent to  
13 the introduction of new processes or automation as discussed in these  
14 negotiations.

## 15 2. Primary Lines of Time

16 a. The Company shall publish flight attendants' primary lines at  
17 all flight attendant domiciles, at the earliest possible dates but not later  
18 than the twentieth\* (20<sup>th</sup>) day of the month which is two months prior to  
19 the flying month (e.g., bids for August primary lines would be published  
20 by the twentieth\* (20<sup>th</sup>) of June). Primary lines shall be posted for bid for a  
21 minimum of six (6)\* days. Awards shall be posted before 1200\* (noon) of  
22 the day following the closing of bids (e.g., June 27<sup>th</sup>).

23 b. A flight attendant who does not bid for a primary line, or who  
24 bids an insufficient number of times, shall be assumed to have bid the  
25 first primary line available, in accordance with Paragraph 9.P. below,  
26 based on his/her system seniority, unless that flight attendant indicated  
27 through his/her bid a desire to bid a secondary Line of Time or a reserve  
28 Line of Flying. A flight attendant who is awarded a primary line may  
29 subsequently use the Schedule Adjustment Period (SAP) in accordance  
30 with Paragraph 9.C.3. below, but will not be eligible to bid for a  
31 secondary line.

### 32 c. Overprojection Adjustments Prior to the Month of Flying

33 After primary line awards, but prior to the closing of the Schedule  
34 Adjustment Period (SAP), a primary lineholder flight attendant who is  
35 overprojected as a result of a carryover trip, election of a low-time option  
36 (i.e., the fifty-five hour (55:00) option, or the seventy-five hour (75:00)  
37 option), vacation, training, etc., must adjust his/her projection to his/her  
38 applicable monthly option window in accordance with Section 10.C. by  
39 utilizing the SAP Process or by notifying Crew Scheduling of the trip(s) to  
40 be dropped.

41 If an overprojection adjustment is not made prior to the beginning  
42 of the month, a flight attendant shall utilize the Availability/ Improvement  
43 List to adjust his/her overprojection to his/her applicable monthly  
44 maximum in accordance with Section 10.C.

45 The foregoing applies only to those primary lines that have a

1 projection greater than the applicable monthly maximum after other  
2 adjustments have been made. Therefore, lines that have been adjusted  
3 downward as a result of vacation, training, etc., will not be subject to  
4 further downward adjustments. Notwithstanding the above, a primary  
5 lineholder may not use the provisions of this Paragraph to drop a trip  
6 touching a Protected Holiday.

7 d. Primary Lineholder Obligation

8 (1) A non-option flight attendant awarded a primary line will  
9 have his/her monthly flying obligation set equal to the published line  
10 value he/she is awarded. However, accepting such line does not preclude  
11 the flight attendant, at his/her option, from exceeding the line value to the  
12 ninety (90:00) hour maximum in accordance with Section 10.C.3.A

13 non-option flight attendant awarded a line in excess of  
14 eighty-five (85:00) hours may drop a trip(s) to reduce his/her projection  
15 below eighty-five (85:00) hours in accordance with Paragraph  
16 10.C. However, such flight attendant's monthly obligation shall be the  
17 greater of eighty hours (80:00) or his/her line value after such trip(s) is  
18 dropped. A primary lineholder electing an option will have his/her monthly  
19 flying obligation set equal to the applicable option  
20 window. Notwithstanding the above, a primary lineholder who uses SAP  
21 may have his/her obligation revised in accordance with Paragraph C.3.f  
22 below.

23 (2) A ninety-five (95:00) or one hundred five (105:00) hour  
24 option flight attendant awarded a line in excess of eighty-five (85:00)  
25 hours may drop a trip(s) to reduce his/her projection below eighty-five  
26 (85:00) hours. However, such flight attendant's monthly obligation shall  
27 be his/her applicable option range of ninety (90:00) to ninety-five (95:00)  
28 credited hours or one hundred (100:00) to one hundred five (105:00)  
29 credited hours, respectively. Notwithstanding the above, a primary  
30 lineholder who uses SAP may have his/her obligation revised in  
31 accordance with Paragraph C.3.f. below.

32 3. Schedule Adjustment Period (SAP)

33 a. A compilation of all unassigned flying, including flying  
34 dropped due to known vacation periods, known sick leave, known leaves  
35 of absence, known training, known AFA open time, overprojection  
36 adjustments, other known open time, and flying that has become  
37 available following the construction of primary lines, will be displayed for  
38 a period of six\* (6) days, commencing no later than 1700\* (5 p.m.) on the  
39 twenty-seventh\* (27<sup>th</sup>) day of the month two months prior the month of  
40 flying (e.g., SAP for the August flying month would begin on the 27<sup>th</sup> of  
41 June).

42 b. Primary lineholders may bid for the available unassigned  
43 flying described in Paragraph a. above.

44 (1) A specific posted trip on a specific date;

45 (2) A specific trip that operates on any date(s) that becomes

1 available during the SAP process;

2 (3) Any 4, 3, 2, or 1 day trip that originates on a specific  
3 date or day of the week that becomes available during the SAP process;

4 (4) Other "generic bids", including "avoid bids", as made  
5 available in the automated SAP process.

6 c. Flight attendants may use the SAP process to add trips, drop  
7 trips, or a combination of adds and drops. When bidding for available  
8 unassigned flying, the flight attendant shall indicate which trip(s) s/he  
9 wishes to drop if s/he is awarded the unassigned flying. Trip(s) dropped  
10 shall become part of unassigned flying and available for award to other  
11 flight attendants. The SAP system shall not be implemented until the  
12 system has the ability to satisfy the parameters herein, including the  
13 ability to process multiple combinations of non-conditional and/or  
14 conditional trip drops and adds (i.e., not less than three-way trip swaps  
15 shall be considered: Trip A for Trip B, Trip B for Trip C, Trip C for Trip A)  
16 of those flight attendants bidding.

17 d. Unassigned flying will be awarded in seniority order within  
18 the domicile, provided the flight attendant's resultant projection is not  
19 greater than the applicable monthly SAP Maximum and not less than the  
20 applicable monthly SAP Minimum as shown in the table below. In order  
21 for the schedule adjustment trip to be awarded, the flight attendant's line  
22 must meet all contractual and FAR legalities. Flight attendants will be  
23 responsible for determining their line adjustment award by accessing  
24 terminal displays at each crew domicile, or other electronic means, or by  
25 telephoning Crew Scheduling. Once the flight attendant has verified  
26 his/her SAP award, he/she shall be considered "signed-in" for the  
27 awarded trip(s). This information shall be available no later than twelve\*  
28 noon (1200) on the seventh\* (7<sup>th</sup>) day of the preceding month.

	SAP Minimum	SAP Maximum
30 55-Hour Option	45 Hours	55 Hours
31 75-Hour Option	65 Hours	75 Hours
32 Non-Option	70 Hours	90 Hours
33 95-Hour Option	75 Hours	95 Hours
34 105-Hour Option	80 Hours	105 Hours

35 e. Flight attendants may use SAP to drop trips, which touch a  
36 Protected Holiday. Such drops may be limited based on the open  
37 positions touching Protected Holidays resulting from known sick,  
38 vacation and training adjustments made prior to SAP. However, a  
39 minimum of fifteen percent (15%) of flight attendant positions originating,  
40 overlapping, or terminating on a Protected Holiday shall be in open time  
41 after SAP awards.

42 f. Lineholder Obligation

43 A non-option flight attendant using SAP shall be obligated to  
44 his/her line value as originally awarded in the primary line process,  
45 unless such flight attendant uses SAP to reduce his/her line value from a

1 value in excess of eighty hours (80:00) to below eighty hours (80:00), in  
2 which case such flight attendant's obligation shall be eighty hours  
3 (80:00).A flight attendant holding an option who uses SAP to reduce  
4 his/her line value shall be obligated to fly sufficient hours to satisfy the  
5 low end of his/her option window.

#### 6 4. Secondary Lines

7 a. After the processing of SAP, the Company shall publish  
8 secondary lines at all flight attendant domiciles at the earliest possible  
9 date but not later than the seventh\* (7<sup>th</sup>) day of the preceding  
10 month.Secondary Lines shall be posted for bid for a minimum of five (5)\*  
11 days. Awards shall be posted before 1200\* (noon) of the day following  
12 the closing of bids.

13 b. A flight attendant who has not been awarded a primary Line  
14 of Time may bid for a secondary Line of Time.A flight attendant who  
15 does not bid for a secondary line or who bids an insufficient number of  
16 times shall be assumed to have bid the secondary line with the most time  
17 that remains available based on his/her system seniority in accordance  
18 with Paragraph 9.P. below unless that flight attendant has indicated  
19 through his/her bid a desire to hold a reserve Line of Flying.

#### 20 c. Overprojection Adjustments Prior to the Month of Flying

21 (1) After secondary line awards, but prior to the construction  
22 of Reserve lines, a secondary lineholder flight attendant who is  
23 overprojected as a result of a carryover trip, election of a low-time option  
24 (i.e., the fifty-five hour (55:00) option, or the seventy-five hour (75:00)  
25 option), vacation, training, etc., must adjust his/her projection to his/her  
26 applicable monthly option window in accordance with Section 10.C.The  
27 foregoing sentence applies only to those secondary lines that have a  
28 projection greater than the applicable monthly maximum after other  
29 adjustments have been made.Therefore, lines that have been adjusted  
30 downward as a result of vacation, training, etc., will not be subject to  
31 further downward adjustments.The Company shall receive secondary  
32 lineholder flight attendant overprojection adjustments for a period of not  
33 less than three (3)\* days commencing at the time of the award of  
34 secondary lines.

35 (2) Crew Scheduling and the flight attendant shall mutually  
36 agree on the trip(s) to be dropped.A flight attendant who elects to correct  
37 his/her overprojection in accordance with this Paragraph will be  
38 permitted to do so with the understanding that coverage requirements  
39 may dictate which trip(s) may be given up to adjust projected time.If an  
40 overprojection adjustment is not made prior to the beginning of the  
41 month, a flight attendant shall utilize the Availability/ Improvement List to  
42 adjust his/her overprojection to his/her monthly maximum in accordance  
43 with Section 10.C.

44 (3) Notwithstanding the above, a secondary lineholder may  
45 not use the provisions of this Paragraph to drop a trip touching a

1 Protected Holiday or the last trip of the month.

2 (4) In the event the only trip to drop is the Protected Holiday  
3 trip or the last trip, the last trip will be dropped and the Protected Holiday  
4 trip will be maintained on the flight attendant's schedule.

5 d. Secondary Lineholder Obligation

6 A non-option flight attendant awarded a secondary line will have  
7 his/her monthly flying obligation set equal to the published line value  
8 he/she is awarded. However, accepting such line does not preclude the  
9 flight attendant, at his/her option, from exceeding the line value to the  
10 ninety (90:00) hour maximum in accordance with Section 10.C.3.A  
11 secondary lineholder flight attendant electing an option will have his/her  
12 monthly flying obligation set equal to the applicable option window.

13 5. Reserve Lines of Flying

14 Reserve Lines of Flying shall be constructed by the Company,  
15 giving consideration to recommendations from the AFA Schedule  
16 Committee, after the award of secondary Lines of Time and published for  
17 bid not later than 1200\* (noon) on the eighteenth\* (18<sup>th</sup>) day of the  
18 preceding month. Reserve Lines of Flying shall be posted for a minimum  
19 of six\* (6) days. Reserve Lines of Flying bids shall close no later than  
20 1200\* (noon) on the twenty-fourth\* (24<sup>th</sup>) day of the preceding month and  
21 awards shall be posted no later than 2400\* (midnight) on the twenty-  
22 fourth\* (24<sup>th</sup>) day of the preceding month. A flight attendant who does not  
23 bid for a Reserve Line of Flying shall be awarded a Reserve Line of  
24 Flying in accordance with Paragraph 9.P. below.

25 **D. Open Trip Processing and Assignment of Trips**

26 1. General

27 a. At each flight attendant domicile, the Company shall display  
28 a daily list of all flying assignments for that domicile. Such list may be  
29 displayed electronically and shall remain available until the end of the  
30 succeeding month.

31 b. At any time Crew Scheduling places a telephone call to a  
32 flight attendant, the crew scheduler shall initiate the conversation by  
33 identifying himself/herself as a US Airways Crew Scheduler.

34 2. Future Scheduling for Lineholders

35 a. Eligibility and Bidding

36 (1) Crew Scheduling will maintain a listing of open trips by  
37 domicile including trips in open time as provided for in Paragraph B.4.  
38 (Open Time). A lineholder wishing to bid for such open time shall notify  
39 Crew Scheduling or enter their pertinent bid data via CATCREW, VRS,  
40 or other electronic means accessible to flight attendants for trips  
41 available on the Availability/ Improvement List. A lineholder seeking an  
42 open trip(s) will indicate which trip(s), in order of preference, he/she  
43 wishes to fly.

44 (2) Trips which are open at 12:00\* (noon), or alternative  
45 staggered times subject to mutual agreement by the parties, one (1) day

1 prior to the operation shall be processed by the Availability/ Improvement  
2 List as set forth below.

3 (3) In order to be eligible to use the Availability/  
4 Improvement List to bid for all uncovered open time on a given day of  
5 operation, a lineholder must enter his/her bid no later than 12:00\* (noon)  
6 one (1) day prior to the day of operation. If his/her bid is entered later  
7 than 12:00\* (noon) one (1) day prior to the day of operation, he/she shall  
8 be eligible for any open time that remains after the processing of the  
9 Availability/ Improvement List for lineholders.

10 (4) A lineholder may use the Availability/ Improvement List  
11 on his/her day off or on a day for which he/she is scheduled to fly.

12 b. Availability/ Improvement List Processing

13 (1) A daily Availability/ Improvement List will be maintained  
14 for each flight attendant domicile. A flight attendant will indicate on this list  
15 the trip or trips, in order of preference, he/she wishes to fly because of  
16 loss of time from his/her bid line, under projection, or trip improvement. A  
17 flight attendant's eligibility for consideration under this Paragraph will be  
18 predicated on his/her compliance with Paragraph 9.D.2.a.(3) above, for  
19 seniority to be honored.

20 (2) The processing of the Availability/ Improvement List  
21 shall begin at 12:00\* (noon) one (1) day prior to the day the open trip is  
22 scheduled to originate.

23 (3) A flight attendant using the Availability/ Improvement List  
24 must indicate whether he/she is bidding open time or trip improvement,  
25 the trip(s) he/she wishes to be considered for and the trip(s) he/she  
26 wishes to give up, if applicable. The Company will be responsible to  
27 properly administer the Availability/ Improvement List in accordance with  
28 the bidding flight attendant's seniority.

29 (4) The Company will make one (1) call to a flight attendant  
30 using the Availability/ Improvement List to sign the flight attendant in for  
31 the trip provided such flight attendant is either at his/her home or has left  
32 a phone contact with Crew Scheduling. If a flight attendant has left a list,  
33 he/she shall be required to contact Crew Scheduling by 19:30 or  
34 completion of the trip coverage process whichever is later.

35 (5) This provision enables a flight attendant to improve  
36 his/her working conditions. This assumes that a flight attendant's flight  
37 time for the month must be equivalent to that in his/her initial bid line. In  
38 order to do this and qualify for the Availability/ Improvement List:

39 (a) Such trips must overlap.

40 (b) The trip desired must be "open time" as stated in  
41 Section 2.M.

42 (c) A flight attendant's seniority at the time of bidding must  
43 entitle him/her to the trip.

44 Example one: If bid line trip is scheduled on Saturday,  
45 Sunday, and Monday, then the improved trip must commence or end on

1 Saturday, Sunday, or Monday.

2 Example two: A flight attendant desires to give up a trip  
3 on Saturday, Sunday and Monday and wishes to pick up a trip on  
4 Monday and Tuesday. The Monday/ Tuesday trip is open by virtue of  
5 lineholder vacation. If, at the time a flight attendant desires to trip  
6 improve, he/she is the most senior flight attendant on the Availability/  
7 Improvement List for the Monday/Tuesday trip, he/she can trip  
8 improve. However, if at the time a flight attendant desires to trip improve  
9 for the Monday/Tuesday trip, a more senior flight attendant desires the  
10 same trip on trip improvement, the junior flight attendant may not trip  
11 improve and must stay on his/her bid line trip on Saturday, Sunday and  
12 Monday. Further, if a flight attendant gives up a trip in his/her bid line for  
13 "any trip", he/she is still responsible for the same number of hours in  
14 his/her initial bid line.

15  
16 Example three: If a flight attendant has two (2) one-day  
17 trips in succession on Monday and Tuesday, he/she may trip improve  
18 and drop both one-day trips providing he/she flies a trip on at least  
19 Monday and Tuesday.

20 Example four: If a flight attendant has two (2) single  
21 RON's in succession, i.e., Monday/Tuesday, Wednesday/Thursday,  
22 he/she may trip improve providing he/she flies on at least Tuesday and  
23 Wednesday, i.e., overlap both periods.

24 (d) If it is determined that flight attendant coverage is  
25 inadequate, based on reserve availability, trip improving will be restricted  
26 to the extent necessary to protect scheduled operations on a day-to-day,  
27 domicile-by-domicile circumstance.

28 (e) The Company will notify the LEC President in the  
29 affected domicile of the restrictions and supply the appropriate coverage  
30 data.

31 (f) The Company will provide specific pairing information  
32 (i.e., a list of the exact pairing numbers/positions not covered) to the  
33 appropriate LEC President whenever such position(s) are not filled in  
34 accordance with the applicable coverage parameters.

35 c. Lineholder Open Time Award

36 (1) Once a lineholder has been signed in for a trip by use of  
37 the Availability/ Improvement List, he/she shall have the same rights and  
38 obligations associated with the trip as if such trip had been awarded as  
39 part of the primary line, SAP, or secondary line processes except as  
40 provided in Paragraph 9.L.2.a. (Position Selection) below. Further, he/she  
41 will not be displaced from the trip by a more senior flight attendant.

42 (2) Trips from the Availability/ Improvement List shall be  
43 awarded in seniority order by domicile to those lineholders who place  
44 their names on the Availability/ Improvement List prior to 12:00\* (noon)  
45 the day prior. Trips remaining, if any, after all such awards have been

1 made, shall be awarded in seniority order to lineholders who place their  
2 names on the Availability/ Improvement List after 12:00\* (noon) the day  
3 prior.

4 (3) A lineholder who is not awarded time from the  
5 Availability/ Improvement List may, at his/her option, be passed to Daily  
6 Scheduling.

7 3. Future Scheduling For Reserves

8 Future Scheduling for reserve flight attendants shall commence  
9 at fifteen hundred hours (15:00) or after the conclusion of the awarding of  
10 trips from the Availability/ Improvement List, whichever is later, and shall  
11 be in accordance with Section 11 (Reserve Duty).

12 4. Daily Scheduling For Lineholders

13 a. Trips that open after the completion of Future reserve  
14 assignment list processing will be covered by Daily Scheduling.

15 b. Lineholders who have made themselves available to Daily  
16 Scheduling must leave a list of desired trip(s) and will be offered such  
17 trips in accordance with D.4.c. below, ahead of all reserves. A lineholder  
18 in this category may pass the trip offered. Notwithstanding the above,  
19 open trips within two hours (2:00) of departure shall be offered to  
20 reserves in accordance with Section 11.C.

21 c. Lineholders who have made themselves available to Daily  
22 Scheduling shall be processed in seniority order. In the event a lineholder  
23 makes him/herself available after the commencement of Daily  
24 processing, his/her seniority shall be considered for trips remaining open,  
25 but he/she may not use his/her seniority to take a trip that has already  
26 been awarded to another flight attendant.

27 5. **Daily Scheduling For Reserves**

28 Daily Scheduling for reserve flight attendants shall commence  
29 after the conclusion of the award of Daily Scheduling trips to lineholders,  
30 if any, and shall be in accordance with Section 11 (Reserve Duty) unless  
31 a reserve is needed to cover a quick call as provided in Section  
32 11.C. Crew Scheduling shall not contact reserve flight attendants  
33 between the hours of midnight (24:00) and five a.m. (05:00) unless  
34 required to prevent a flight delay.

35 6. Inverse Assignment

36 When it becomes necessary to assign a flight attendant to open  
37 time / supplemental coverage, it will be done in accordance with Section  
38 11.D. (Assignment). Further, the assignment will be made personally to  
39 the flight attendant being assigned.

40 E. Overprojection Adjustments During The Month of Flying

41 1. A flight attendant who uses the Availability/ Improvement List  
42 must maintain his/her projection or legality to fly the last trip in his/her bid  
43 line, i.e., time for time. A flight attendant may use trip improvement to  
44 reduce his/her projected time to his/her applicable monthly option  
45 window in accordance with Section 10.C. prior to the origination of the

1 last trip in his/her bid line.

2 2. If during the course of the month a flight attendant becomes  
3 overprojected through his/her fault by using the Availability/ Improvement  
4 List to exceed his/her applicable monthly maximum, and is therefore not  
5 in compliance with Paragraph 1. above, the flight attendant shall have  
6 the option to split a trip in accordance with Section 10.Q. or to drop a trip  
7 to maintain his/her projection to his/her applicable monthly option  
8 window. A flight attendant who elects to correct his/her overprojection in  
9 accordance with this Paragraph E.2. will be permitted to do so with the  
10 understanding that coverage requirements may dictate which portion or  
11 trip will be given up to adjust projected time, and further provided such  
12 trip does not touch a Protected Holiday or is the last trip of the month. In  
13 the event the only trips remaining to be dropped are a trip that touches a  
14 Protected Holiday and the flight attendant's last trip of the month, the last  
15 trip will be dropped and the Protected Holiday trip will be maintained on  
16 the flight attendant's schedule.

17 3. If during the course of the month a flight attendant becomes  
18 overprojected through no fault of his/her own, the flight attendant shall  
19 have the option to split a trip in accordance with Section 10.Q. or to drop  
20 a trip to maintain his/her projection to his/her applicable monthly option  
21 window. Crew Scheduling and the flight attendant shall mutually agree on  
22 the trip(s) to be dropped, with the understanding that coverage  
23 requirements may dictate which portion or trip will be given up to adjust  
24 projected time. In the event the only trips remaining to be dropped are a  
25 trip that touches a Protected Holiday and the flight attendant's last trip of  
26 the month, the Protected Holiday trip will be maintained on the flight  
27 attendant's schedule. In all cases, the flight attendant shall be responsible  
28 to fulfill his/her monthly flying obligation.

#### 29 F. Trip Responsibilities

30 1. A flight attendant will be responsible to be legal and available to  
31 fly the origination of any trip(s) which he/she has been awarded (i.e.,  
32 from the Availability/ Improvement List or through the primary line, SAP,  
33 secondary line, or Reserve processes) at the time such trip(s) are  
34 awarded. If, through the use of the Availability/ Improvement List, a flight  
35 attendant creates an illegality with a previously awarded trip, then, as an  
36 exception to Paragraph 9.D.2.b.(1) – (5) above, the flight attendant shall  
37 be required to place him/herself on the Availability/Improvement List, the  
38 day prior to the trip he/she is unable to legally originate, to resolve the  
39 illegality. In the event the Availability/ Improvement List is restricted and  
40 the flight attendant is unable to pick up a trip that he/she can legally fly in  
41 its entirety, the flight attendant shall select a trip that can be split, and  
42 Crew Scheduling shall determine the point at which the flight attendant  
43 shall split off such trip in accordance with Paragraph 9.I.2. below.

44 2. A flight attendant may fly out his/her originally awarded Primary  
45 or Secondary bid Line of Time, provided he/she has not picked up open

1 time or charter trips that on a scheduled basis would project him/her over  
2 his/her applicable monthly maximum in accordance with Section 10.C.

3 3. Illegal Through No Fault After The Time of Award:

4 a. If, after the time of award, a flight attendant becomes illegal  
5 through no fault of his/her own to originate his/her trip, such flight  
6 attendant shall have the option of splitting on to the trip, once he/she  
7 becomes legal, at the point the trip passes through his/her domicile. If the  
8 trip does not pass through the flight attendant's domicile, he/she will be  
9 permitted to pick up the trip at the point where he/she becomes legal.

10 (1) For trips other than such flight attendant's last trip of the  
11 month, such flight attendant shall be paid and credited for any portion(s)  
12 of the trip flown by a substitute crew, up to the point where he/she splits  
13 back on or could have split back on.

14 (2) If such trip was the flight attendant's last trip of the  
15 month, he/she shall be paid and credited in accordance with Paragraph  
16 F.5. below.

17 b. If, after the time of award but prior to origination, a flight  
18 attendant remains legal for the origination of his/her trip but is projected  
19 illegal, through no fault of his/her own, to complete such trip, he/she must  
20 originate the trip and split off at the latest point it passes through his/her  
21 domicile and he/she remains legal. If the trip does not pass through  
22 his/her domicile, prior to him/her becoming illegal, he/she will be required  
23 to split the trip at the point prior to when he/she becomes illegal.

24 (1) Such flight attendant shall be paid and credited for any  
25 portion(s) of the trip flown by a substitute crew, after the point where  
26 he/she splits off. In the event such trip is his/her last trip of the month, the  
27 flight attendant shall be paid and credited for the remainder of the trip  
28 regardless of whether the remainder of the trip was flown by a substitute  
29 crew.

30 (2) Notwithstanding the foregoing, the flight attendant may  
31 request, and the Company may consent, to drop the trip and any pay  
32 protection would be waived.

33 4. Illegal After Origination:

34 a. If after originating a trip a flight attendant becomes illegal to  
35 complete the trip, such flight attendant shall be split off at the latest point  
36 the trip passes through his/her domicile and he/she remains legal. If the  
37 trip does not pass through the flight attendant's domicile prior to him/her  
38 becoming illegal, he/she shall be split off at the point of illegality. In either  
39 circumstance the flight attendant will be pay protected for any portion(s)  
40 flown by a substitute crew member after splitting off.

41 b. If such trip is the flight attendant's last trip of the month,  
42 he/she shall be paid in accordance with Paragraph F.5. below.

43 5. Last Trip of the Month Pay and Credit:

44 a. When a flight attendant's last series of trip(s) in a month is  
45 cancelled in its entirety, or when a flight attendant is illegal through no

1 fault to originate his/her last trip of the month, he/she shall be paid and  
2 credited for the entire trip(s).

3 b. When a flight attendant becomes illegal after origination  
4 (whether such illegality is known prior to or after origination) for a  
5 portion(s) of his/her last trip of the month, he/she must originate such trip  
6 and shall be split off at the latest point the trip passes through his/her  
7 domicile and he/she remains legal. If the trip does not pass through the  
8 flight attendant's domicile prior to his/her becoming illegal, he/she shall  
9 be split off at the point of illegality. In either circumstance, he/she will be  
10 paid and credited for the portion(s) of the trip for which he/she was  
11 illegal.

12 c. If a flight attendant is unable to originate his/her last trip of  
13 the month because the origination has cancelled (whether known prior to  
14 or after report), the Company may request the flight attendant to split  
15 onto such trip, and the flight attendant must split on, subject to the  
16 following conditions:

17 (1) The split must occur prior to the completion of the first  
18 scheduled duty period of such trip.

19 (2) The Company's request must be made pursuant to  
20 Paragraphs G.1.a.(3) (if the cancellation becomes known after report) or  
21 G.7. (if the cancellation becomes known prior to report).

22 (3) The flight attendant shall be pay protected for the  
23 cancelled portion(s) of such trip.

24 If the Company does not make such request, the flight  
25 attendant shall be released and pay protected for the entire trip.

26 d. If a flight attendant is legal to originate and to complete  
27 his/her last trip of the month, but some portion(s) of such trip are  
28 cancelled, he/she will be pay protected for the cancelled portion(s) but  
29 will be obligated to fly the portion(s) of the trip that are not cancelled.

30 e. After origination, a flight attendant on his/her last trip of the  
31 month may be rescheduled in accordance with Paragraph 9.G.2.

#### 32 6. Last Live Leg

33 A flight attendant may fly another flight attendant's last live leg  
34 for him/her provided all parties adhere to the following:

35 a. A flight attendant swapping onto the flight segment must  
36 ascertain that his/her name appears on the flight plan.

37 b. Any flight attendant swapping onto a flight segment must  
38 inform Crew Scheduling in advance of such swap and provide the names  
39 of the flight attendants involved.

40 c. A flight attendant swapping onto the flight must be legal to do  
41 so. In the event the last live leg is followed by a deadhead, the flight  
42 attendant swapping onto the live leg must also be legal for the deadhead  
43 leg. In the event the deadhead leg becomes a live working segment, the  
44 replacement flight attendant would be required to work such segment  
45 and must be legal to do so. It will be the individual flight attendant's

1 responsibility to ascertain that the swap and his/her own trip, if  
2 applicable, will be in compliance with all duty time/flight time limitations  
3 as outlined in this Agreement and FAR's.

4 G. Rescheduling

5 1. After Report Time But Prior To Trip's Origination:

6 a. Rescheduling

7 (1) Once a flight attendant crew and cockpit crew reports for  
8 a trip, the Company may reschedule such crew to maintain schedule or  
9 substitute another crew on a part of the trip to maintain scheduled  
10 operations in accordance with published timetables.

11 (2) In the event that a flight attendant crew reports for the  
12 origination of a trip and such trip is cancelled in its entirety, the individual  
13 flight attendants in such crew may be rescheduled in the event that such  
14 rescheduling is required to prevent a delay or cancellation, and there is  
15 no available unassigned reserve in domicile that could be used to  
16 prevent such delay or cancellation. The opportunity to be rescheduled  
17 shall be offered to the flight attendants in seniority order; if insufficient  
18 flight attendants volunteer to be rescheduled, assignment will be done in  
19 inverse seniority order.

20 (3) Crews rescheduled in accordance with Paragraphs (1) –  
21 (2) above will be advised of their remaining duty assignment for that day  
22 and for the balance of the trip within two (2:00) hours (during normal  
23 operations) or three (3:00) hours (during system irregular operations as  
24 declared by the Director of Crew Scheduling or his/her designee) of  
25 being notified of the rescheduling.

26 Example: An entire crew (flight attendants and pilots) have  
27 reported for a two-day 737-300/400 trip (PIT-MIA-LGA/RON/LGA-MCI-  
28 PIT). In order to maintain scheduled operations, the entire crew may be  
29 rescheduled to work a different 737-300/400 flight or series of flights  
30 (PIT-BOS-EWR-GSO/RON/GSO-DCA-MCI-PIT).

31 b. Equipment Substitution

32 When different equipment is substituted to cover a flight  
33 attendant crew's scheduled trip, the flight attendant complement will  
34 depend on the number of jumpseats available. In the event fewer  
35 jumpseats are available than there are flight attendants who have  
36 reported for the trip, the junior flight attendants on the trip, regardless of  
37 bid position, will fly the trip and receive pay and credit at their hourly rate,  
38 and all premiums, if applicable. The most senior flight attendant(s) shall  
39 be compensated for the trip at his/her hourly rate and all premiums  
40 applicable. At Company option, the original crew member may be  
41 required to return to his/her original trip at any time prior to the  
42 termination of such trip but for this provision to have effect such crew  
43 member must be notified of such requirement at the time he/she is  
44 notified of the equipment substitution.

45 Example: An entire crew (flight attendants and pilots) have

1 reported for a two-day 757 trip (PIT-SFO/RON/SFO-PHL-PIT).The flights  
2 will continue to operate as scheduled, but on 737-300/400  
3 equipment.Because there are only four (4) available jumpseats, the two  
4 (2) most senior flight attendants will be released from the trip with  
5 pay.(Note:If, after reporting for a trip, there is an equipment substitution  
6 and a change to the originally scheduled originating flight which results in  
7 the pilots being released, the flight attendants shall not be required to  
8 accept such rescheduling assignment.)

9 2. After Origination (Departure of First Flight):

10 a. Once a flight attendant crew has originated a trip, the  
11 Company may reschedule such crew to maintain schedule or substitute  
12 another crew on a part of the trip to maintain scheduled operations in  
13 accordance with published timetables.Such rescheduled crew will be  
14 advised of their remaining duty assignment for that day and for the  
15 balance of the trip within two (2:00) hours (during normal operations) or  
16 three (3:00) hours (during system irregular operations as declared by the  
17 Director of Crew Scheduling or his/her designee) of being notified of the  
18 rescheduling.

19 b. It is the intent of Paragraph G.2.a. above to make every  
20 reasonable effort to reschedule the entire crew together.However, in  
21 extenuating circumstances, the Company may split a flight attendant  
22 crew if such split is required in order to maintain schedule.A typical  
23 example of a situation where the entire crew may not be rescheduled  
24 together would be as follows:

25 Example:Two (2) flight attendant crews are on an overnight in  
26 BUF (a DC-9 crew with three (3) flight attendants and a 737-400 crew  
27 with four (4) flight attendants).If the "A" flight attendant on the DC-9 trip  
28 becomes ill just prior to his/her flight's departure, a flight attendant from  
29 the 737-400 crew, if legal to do so, may be rescheduled onto the DC-9  
30 trip, thus splitting the 737-400 crew and preserving the integrity of the  
31 schedule.

32 c. When different equipment is substituted to cover scheduled  
33 operations, the flight attendant complement will depend on the number of  
34 jumpseats available.In the event fewer jumpseats are available than  
35 there are flight attendants flying the trip, the junior flight attendants on the  
36 trip, regardless of bid position, will fly the trip and receive pay and credit  
37 at their hourly rate, and all premiums, if applicable.The most senior flight  
38 attendant(s) shall be released for the remainder of the trip and  
39 compensated at his/her hourly rate with all premiums applicable. At  
40 Company option, the original crew member may be required to return to  
41 his/her original trip at any time prior to the termination of such trip but for  
42 this provision to have effect such crew member must be notified of such  
43 requirement at the time he/she is notified of the equipment substitution.

44 3. Any flight attendant who is rescheduled in accordance with  
45 Paragraphs G.1. or 2. above will be guaranteed the pay value of his/her

1 originally awarded or assigned trip, as published in the monthly trip  
2 pairing sheets (irrespective of canceled segments), or actual time,  
3 whichever is greater. A trip which does not appear on the monthly trip  
4 pairing sheets, e.g., ferry flights, extra sections, etc., will be pay  
5 protected to the posted value of the trip prior to its award or  
6 assignment. This pay protection will also apply to a flight attendant who is  
7 replaced as a result of a crew or equipment substitution.

8 4. At the time of rescheduling, the Company shall make every effort  
9 to schedule such crew to arrive back in their domicile no later than the  
10 time they were originally scheduled to return. In no event will the flight  
11 attendant(s) be rescheduled beyond his/her originally scheduled return  
12 time if the rescheduling brings him/her into his/her domicile at or before  
13 the time of the originally scheduled trip unless the Company has  
14 unsuccessfully made every effort to provide reserve coverage to  
15 continue the trip from that point without causing a delay or cancellation.  
16 These provisions shall not be used to eliminate deadheading where no  
17 delay is involved.

18 5. The provisions of this Paragraph G. are intended to allow for  
19 orderly rescheduling procedures in the event of last minute operational  
20 irregularities that have a high probability of resulting in trip delay or  
21 cancellation. These provisions are not intended to be utilized in such a  
22 manner so as to effectively require a lineholder to serve as a Reserve.

23 6. The term "rescheduled" as used in this Section means any and  
24 all deviations from a flight attendant's originally published pairing with  
25 only the following exceptions:

26 a. Cancelled segments that occur at any time during the trip  
27 without requiring the crew to fly a different pairing. However, the  
28 cancellation of a scheduled flight and the creation of a new unpublished  
29 flight between the same city pairs within four (4) hours of the original  
30 scheduled departure time does not constitute a cancelled segment and  
31 would require payment to the flight attendant for the cancelled flight  
32 unless the flight attendant has requested to be released from duty in  
33 accordance with Section 10.O. Further, flights scheduled as extra  
34 sections more than forty-eight (48) hours in advance of the cancelled  
35 flight are not considered "new unpublished flights" for purposes of this  
36 Paragraph. If an extra section is created less than forty-eight (48) hours  
37 prior to the cancellation, the extra section shall require payment to the  
38 flight attendant for the cancelled flight unless the Company can  
39 demonstrate that the creation of this "new unpublished flight" is not  
40 related to the cancellation.

41 b. Deadheading to position a crew due to a cancelled flight(s) to  
42 continue a series of flight(s) on the original pairing.

43 c. Diversions for fuel, weather or an emergency if the flight  
44 attendant next proceeds to the originally released destination prior to the  
45 diversion or to the next destination on the original pairing.

1 d. Delays of scheduled departure/arrival times which do not  
2 result in flying to different city pairs than were contained in the original  
3 pairing.

4 e. By-passing cancelled flight segments in the affected flight  
5 attendant's pairing, provided that another flight has not been cancelled  
6 pursuant to 9.G.6.a. above which would be covered by the affected flight  
7 attendant.

8 Example:Duty Period 1 – Original Pairing:PIT-PHL-TPA.Both  
9 flight segments cancel and Duty Period 1 becomes PIT-TPA.

10 7. Should a significant delay or cancellation be expected on the  
11 first flight segment of the affected flight attendant's pairing or duty period,  
12 Crew Scheduling will make every effort to notify the flight attendant of the  
13 delay.All compensation shall be based on the original report time  
14 regardless of whether the crew is notified to report at a later time.Should  
15 a flight attendant be advised not to report until a later time, he/she shall  
16 be compensated as if he/she reported at his/her original report  
17 time.Specifically, the applicable duty rig pay (1 for 2 or 1 for 1-3/4) shall  
18 continue until the time of release from that duty period.At the conclusion  
19 of the scheduled duty period, if the flight attendant has not been notified  
20 of any assignment for that duty period, he/she shall be considered  
21 released at that time from that duty period.Further, the trip rig (1 for 3-  
22 1/2) will continue to apply until the flight attendant is released from the  
23 trip.In addition, the flight attendant shall not be expected to report to the  
24 airport until one hour (1:00) prior to the revised departure time.

#### 25 H. Monthly Lead In/Lead Out

##### 26 1. First Trip Responsibility

27 When a flight attendant's first trip in his/her Line of Flying is a  
28 carry over trip, which is a continuation from the previous month, he/she  
29 shall not displace the flight attendant flying the carry over portion of such  
30 trip.Furthermore, such flight attendant will be pay protected for the flight  
31 time lost as a result of not flying the carry over/lead-in portion of such trip  
32 if he/she makes a reasonable effort to pick up time in the new month  
33 through utilization of the Availability/ Improvement List, and is unable to  
34 do so.

##### 35 2. Month to Month Trip Continuation

36 a. When a flight attendant's last trip of the month continues  
37 from one (1) month into the next, he/she shall fly such trip in its  
38 entirety.Such flight attendant will be pay protected for any flight time lost  
39 as a result of flying the continuation of such trip if he/she makes a  
40 reasonable effort to pick up time in the new month through utilization of  
41 the Availability/ Improvement List, and is unable to do so.

##### 42 b. Exceptions:

43 (1) A flight attendant whose obligation to fly a lead-out trip  
44 causes a conflict in the new month as described below may either drop  
45 or split the lead-out trip.Such trip may be split at the flight attendant's

1 home domicile. When training is involved, the lead-out trip may also be  
2 split at the domicile where training is to be held. This exception shall  
3 apply for the following situations and any similar unforeseen situations  
4 that may cause a conflict:

- 5 (a) Training
- 6 (b) Leaves of Absence
- 7 (c) Death in Family
- 8 (d) Furlough
- 9 (e) Jury Duty
- 10 (f) Special Projects
- 11 (g) Irregular operations
- 12 (h) Authorized Association Business
- 13 (i) Vacation

14 (2) A flight attendant scheduled for vacation on a day that  
15 overlaps a carry over trip may split such trip in accordance with  
16 Paragraph b.(1) above. If he/she has been awarded vacation buyback,  
17 he/she may elect to fly such trip in its entirety or drop such trip in its  
18 entirety. In the event vacation buyback has been offered for the month in  
19 which the carry over trip originates, but not in the month in which the  
20 carry over trip terminates, the flight attendant shall be eligible for  
21 buyback for the entire trip. As an exception to Section 7.J.5., buyback  
22 time will be applied to both months of flying, based on the trip days that  
23 operate in each month of the carry over trip. Buyback time in the month in  
24 which the carry over trip terminates shall be pay no credit.

25 (3) A reserve flight attendant bidding a portion of a trip to  
26 reach his/her applicable maximum in accordance with Section 9.I. may  
27 split such trip at his/her home domicile in order to avoid a conflict with a  
28 vacation period of seven or more days.

### 29 3. Reasonable Effort

30 The burden rests with the flight attendant to demonstrate a  
31 reasonable effort was made to make up the lost time. For purposes of  
32 Paragraphs 1. and 2. above, a flight attendant may make himself/herself  
33 available at his/her discretion and does not have to make himself/herself  
34 available on a holiday he/she was not scheduled to fly. A flight attendant  
35 satisfies the reasonable effort requirement if at any time(s) during the  
36 month he/she makes himself/herself available (for trips commensurate  
37 with his/her seniority) for the equivalent number of duty periods, plus one  
38 additional duty period, that were lost in the carry over trip. These duty  
39 periods need not be consecutive.

40 EXAMPLE 1: Flight attendant has lost 3 duty periods in a carry  
41 over trip and chooses to place him/herself on the A/I List for four  
42 consecutive days:

43 1<sup>st</sup> Day on A/I List – flight attendant will bid on a 4-day, 3-day, 2-  
44 day or 1-day

45 2<sup>nd</sup> Day on A/I List – flight attendant will bid on a 3-day, 2-day or

1 1-day

2 3<sup>rd</sup> Day on A/I List – flight attendant will bid on a 2-day or 1-day

3 4<sup>th</sup> Day on A/I List – flight attendant will bid on a 1-day

4 EXAMPLE 2: Flight attendant has lost 3 duty periods in a carry  
5 over trip and chooses to place him/herself on the A/I List for two  
6 periods of two consecutive days each:

7 For each period:

8 1<sup>st</sup> Day on A/I List – flight attendant will bid on a 2-day or 1-day

9 2<sup>nd</sup> Day on A/I List – flight attendant will bid on a 1-day

10 EXAMPLE 3: Flight attendant has lost 2 duty periods in a carry  
11 over trip and chooses to place him/herself on the A/I List for  
12 three separate periods of one day each:

13 1<sup>st</sup> Day on A/I List – flight attendant will bid on a 1-day

14 2<sup>nd</sup> Day on A/I List – flight attendant will bid on a 1-day

15 3<sup>rd</sup> Day on A/I List – flight attendant will bid on a 1-day

16 I. Trip Splits

17 1. A flight attendant using the Availability/ Improvement List may  
18 bid a complete trip or a portion of a trip to reach his/her applicable  
19 monthly maximum in accordance with Section 10.C. provided such trip  
20 can be split at the flight attendant's domicile. However, a flight attendant  
21 using the Availability/ Improvement List must accept the complete trip or  
22 series of trips if it does not project him/her over his/her applicable  
23 monthly maximum in accordance with Section 10.C., and he/she is legal  
24 to do so.

25 2. All trip splits shall be limited to the flight attendant's domicile  
26 except:

27 a. When a flight attendant must split a trip to comply with an  
28 involuntary legality after the trip is awarded in accordance with  
29 Paragraphs F.3., F.4. and F.5. above. (i.e., Illegal Through No Fault);

30 b. For emergency of a personal nature;

31 c. For sick;

32 d. At Company request;

33 e. In accordance with the provisions of Section 21, Training;

34 f. For reserve flight attendants, to avoid conflict with an  
35 inviolable day off (unless awarded in accordance with Section 11.A.2.c.)  
36 or to maximize time on the last trip of the month;

37 g. For lineholders, to maximize time. Such split may occur only  
38 once per month for an individual lineholder.

39 3. Notwithstanding F.2. above, a flight attendant may fly above  
40 his/her applicable monthly maximum in accordance with Section 10.C.  
41 under the following conditions:

42 a. The flight attendant was projected below his/her applicable  
43 monthly maximum in accordance with Section 10.C. but became  
44 overprojected due to irregular operations while on his/her last trip. In such  
45 cases, as an exception to Paragraph 9.E.3., the flight attendant must

1 exceed his/her applicable monthly maximum and complete the entire trip  
2 without splitting.

3 b. The flight attendant was projected below his/her applicable  
4 monthly maximum in accordance with Section 10.C. but became  
5 overprojected due to rescheduling while on his/her last trip. In such  
6 cases, the flight attendant may, at his/her option, split the trip or, as an  
7 exception to Paragraph 9.E.3., exceed his/her applicable monthly  
8 maximum and complete the entire trip without splitting.

9 c. The Company will provide the MEC, on a monthly basis, a  
10 list of all flight attendants who have exceeded their option range in a  
11 particular month of flying.

#### 12 J. Staffing

13 1. The Company will pay understaffing pay for each segment  
14 identified as needing an ADD/BID position if such position is not covered  
15 in accordance with the pre-determined parameters. An aircraft lacking  
16 more than one (1) or more ADD/SUPP flight attendant in accordance  
17 with the parameters established by the Company will result in the  
18 payment of understaffing on the understaffed segment(s), but will not  
19 exceed \$10.50 per hour or fraction thereof per flight attendant for the  
20 understaffed segment(s).

21 2. The following shall constitute the staffing levels for all  
22 equipment.

	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	"I"- "M"
24 F-28-1000	REQ	REQ	-	-	-	-	-	-	-
25 F-28-4000	REQ	REQ	-	-	-	-	-	-	-
26 BAe-146	REQ	REQ	-	-	-	-	-	-	-
27 A-319	REQ	REQ	REQ	ADD	-	-	-	-	-
28 A-320	REQ	REQ	REQ	ADD	SUPP	-	-	-	-
29 F-100	REQ	REQ	REQ	SUPP	-	-	-	-	-
30 DC-9	REQ	REQ	REQ	SUPP	-	-	-	-	-
31 737-200	REQ	REQ	REQ	ADD	-	-	-	-	-
32 737-300	REQ	REQ	REQ	ADD	-	-	-	-	-
33 MD-80	REQ	REQ	REQ	ADD	SUPP	-	-	-	-
34 737-400	REQ	REQ	REQ	ADD	SUPP	-	-	-	-
35 727-200	REQ	REQ	REQ	REQ	SUPP	-	-	-	-
36 757	REQ	REQ	REQ	REQ	ADD	ADD	-	-	-
37 767-Dom	REQ	REQ	REQ	REQ	REQ	ADD	ADD	-	-
38 767-Int'l	REQ	REQ	REQ	REQ	REQ	ADD	ADD	ADD	-
39 A330-Dom	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	ADD (5)
40 A330-Int'l	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	ADD (5)

#### 41 Key to Staffing Chart

42 REQ Required staffing (Federal Aviation Regulation 121.391).

43 ADD Additional staffing to meet the needs of the service as  
44 determined by the Company.

45 SUPP Supplemental (SUPP) staffing will apply to those flight  
46 segments scheduled for thermal or comparable tray service on the (1)  
47 DC-9/F-100 when the bookings exceed eighty-five (85) on flight

1 segments of less than 1:30 block time; (2) MD80/727-200/737-400/A320  
2 will supplement staffing when bookings exceed one hundred twenty  
3 (120).

4 NOTE: The 757 will normally be staffed with two (2) additional flight  
5 attendants domestically to meet the needs of the service as determined  
6 by the Company. The 767 will normally be staffed with two (2) additional  
7 flight attendants domestically and will normally be staffed with three (3)  
8 additional flight attendants for transoceanic-international to meet the  
9 needs of the service as determined by the Company. The A330 will  
10 normally be staffed with four (4) additional flight attendants on  
11 transoceanic international flights to meet the needs of the service as  
12 determined by the Company. Any positions designated as LOD/O  
13 positions on the A330 will be "ADD" positions.

#### 14 K. Phone Tape

15 1. A phone tape will be used to tape all telephone conversations  
16 occurring between In-Flight Crew Scheduling, System Crew Scheduling  
17 and the flight attendants. This tape recording provision is intended to  
18 include, but shall not be limited to, conversations concerning the  
19 Availability/ Improvement List, trip sign-ins, reserve  
20 assignments/releases, rescheduling, reroute, trip swaps and sick calls.

21 2. The phone tape system will provide a method of indication of the  
22 time, date of the calls and the number called. Such tapes shall be kept for  
23 ninety (90) days and shall be made accessible to each LEC President or  
24 his/her designee on a need to know basis.

25 3. If, for any reason, a taped conversation is missing, erased or is  
26 otherwise inaudible, a prompt review of the incident in question will be  
27 made by the Director of Inflight Crew Scheduling upon written request  
28 from the respective LEC President. If the gap in any recording or the  
29 content of the missing information cannot substantiate the Company's  
30 position, then the affected flight attendant shall receive the benefit of the  
31 doubt.

32 4. Upon being notified by a representative of the Association that a  
33 tape needs to be pulled, the Company shall provide the tape to the  
34 Association within five (5) business days.

#### 35 L. Flight Attendant Positions

36 1. For the purpose of this Paragraph L., a "lineholding flight  
37 attendant" shall be a flight attendant who has been awarded his/her  
38 position ("A", "B", "C", etc.) on a primary line, or any position ("A", "B",  
39 "C", etc.) on any particular trip in a secondary line or SAP. He/she cannot  
40 be displaced from such position on his/her line trip by a more senior flight  
41 attendant unless he/she voluntarily relinquishes that position.

#### 42 2. Position Selection

43 a. If after awarding of the primary and secondary lines, a  
44 lineholding flight attendant's position has been vacated and has gone  
45 into open time, it shall be offered and awarded in accordance with

1 Paragraphs 9.D.2.a. and 9.D.2.b.If any position(s) has been vacated by a  
2 lineholding flight attendant(s), and has not subsequently been awarded  
3 through the SAP process or as part of a secondary line, then position  
4 selection for the vacated position(s) shall be based on seniority among  
5 the flight attendants originating the trip and shall be made at least thirty  
6 (:30) minutes before departure.It shall be the responsibility of each flight  
7 attendant to have his/her name and position entered correctly on the  
8 flight plan.

9 b. On a domestic trip for aircraft with one hundred and seventy-  
10 five (175) or more passenger seats, position selection for all vacated  
11 lineholder positions shall be based on seniority among the flight  
12 attendants originating the trip and shall be made at least thirty-five (:35)  
13 minutes prior to scheduled departure.

14 c. On an international trip, position selection for all vacated  
15 lineholder positions shall be based on seniority among the flight  
16 attendants originating the trip and shall be made at least one hour and  
17 ten minutes (1:10) prior to scheduled departure.

18 d. If a trip originates with a deadhead flight, position selection  
19 for all vacated lineholder positions shall be based on seniority among the  
20 flight attendants originating the trip and shall be determined in  
21 accordance with the time parameters in Paragraphs a. - c.  
22 above.However, if a flight attendant originates the trip at the downline  
23 station, such determination of positions shall be made prior to the  
24 scheduled departure of the trip's first working flight segment.

25 3. The following examples shall be utilized in determining flight  
26 attendant positions on a trip:

27 a. The "A" position is vacated and the "B" and "C" positions are  
28 covered by the lineholding flight attendants. As a result, the "A" position  
29 is awarded from the Availability/ Improvement List.That award does not  
30 necessarily determine which flight attendant is entitled to fly in the "A"  
31 position unless said flight attendant is senior to both "B" and "C" on that  
32 trip.If not, seniority shall be used to determine which flight attendant flies  
33 in the vacated position(s).

34 b. The "B" and "C" positions are vacated positions and are  
35 covered off the Availability/ Improvement List.The "A" position is  
36 subsequently vacated by the lineholdingflight attendant and goes to a  
37 more junior flight attendant than "B" or "C".Selection of positions shall be  
38 based on seniority among the flight attendants originating the trip and  
39 shall be made in accordance with the time parameters in  
40 Paragraphs9.L.2.a. - d. above.

41 c. All positions on a trip are covered.The "A" flight attendant  
42 calls off sick during the trip.When that vacated position is covered, the  
43 determination as to the new "A" flight attendant shall be based on  
44 seniority among the flight attendants flying the remaining portion of the  
45 trip.If the "B" or "C" position is vacated by a sick call and a more senior

1 flight attendant than one (1) or more of the originating flight attendants  
2 picks up the remaining portion of the trip, he/she may not use his/her  
3 seniority to bump any flight attendant out of a position he/she originated  
4 that trip in.

5 d. A flight attendant may swap trips, but not  
6 positions. Therefore, whenever a trip swap is involved, position selection  
7 for all vacated lineholder positions shall be based on seniority among the  
8 flight attendants originating the trip and shall be made in accordance with  
9 the time parameters in Paragraphs L.2.a. - d. above.

10 e. Unless it is his/her line trip and position, a flight attendant  
11 who splits onto a trip may not use his/her seniority to force a flight  
12 attendant who originated the trip out of his/her position. If all flight  
13 attendants on the affected trip agree to do so, there can be a  
14 redetermination of positions based on seniority among the flight  
15 attendants.

16 M. A flight attendant who notifies Crew Scheduling not less than 45  
17 minutes prior to departure (60 minutes for international departures), may  
18 exchange trips or portions of trips at the same domicile provided such  
19 trip exchange does not overproject either flight attendant for the month. If  
20 a portion of a trip is exchanged, the exchange must take place at the  
21 flight attendant's domicile. In the event of irregular operations, flight  
22 attendants shall remain on each other's schedule until they can return to  
23 their own schedule. A flight attendant who exchanges trips shall be  
24 responsible for the exchanged trip and not his/her own trip.

25 N. Crew Scheduling Errors - Double Covered Positions:

26 1. When a lineholding flight attendant is awarded a trip from the  
27 monthly bid awards or SAP and signs-in for the trip, but at check-in time  
28 is not listed in his/her awarded position, he/she may not be forced off the  
29 trip.

30 2. The flight attendant who is released from a trip as a result of a  
31 Crew Scheduling error will be determined by system seniority.

32 3. If the double covered position checks-in prior to the normal  
33 Availability/ Improvement List close-out time, a claim for the value of the  
34 first duty period will apply. The affected flight attendant's total pay for the  
35 remainder of the trip shall be protected if he/she goes on the next  
36 Availability/ Improvement List(s) to be made whole by selecting a "like"  
37 trip(s) (e.g., comparable check-in/out times, number of legs, on duty  
38 hours, etc.).

39 a. Example Of Applicable Pay Protection:

40 The "B" position is double covered on a three (3) day trip worth  
41 eighteen hours (18:00) (or six hours (6:00) per day), with a last day  
42 check-out time of seventeen hundred (17:00). The affected flight  
43 attendant who uses the Availability/ Improvement List to take a "like" two  
44 (2) day trip worth ten hours (10:00) in an attempt to make up some of the  
45 lost time shall be made whole by submitting a claim for the difference - or

1 eight hours (8:00).Such claim shall be submitted on the applicable form,  
2 currently a PE-39A, citing crew scheduling error/double covered trip.

3 b. In the event the affected flight attendant is unable to hold a  
4 "like" trip for the remaining two (2) days, he/she would be expected to  
5 use the Availability/ Improvement List for the next day for a "like" one (1)  
6 day trip.A claim for the difference would then be submitted following the  
7 same methodology as described in ParagraphN.3.a. above.

8 4. If the double covered position checks-in after the normal  
9 Availability/ Improvement List close-out time, a claim for the value of the  
10 first and second duty periods will apply.The affected flight attendant's  
11 pay for the remainder of the double covered trip shall be protected if  
12 he/she goes on the next Availability/ Improvement List(s) to be made  
13 whole by selecting a "like" trip(s).

14 5. If a reserve flight attendant is taken off a trip because of a  
15 double coverage, he/she shall be considered "on duty", as defined in  
16 Section 2.L.1., until released by a crew scheduler.Upon release, he/she  
17 may be required to remain available for further scheduling purposes on  
18 that same day.However, in accepting any further trip award/assignment  
19 that day, the reserve flight attendant's report time for the original trip will  
20 be used in determining his/her applicable maximum duty day period.The  
21 affected reserve flight attendant's pay for the remainder of the double  
22 covered trip is protected if, when future trips are awarded for the  
23 following day, he/she selects a "like" trip(s).

24 6. If a reserve flight attendant is taken off a trip because of a  
25 double coverage and subsequently receives another trip assignment  
26 from daily crew scheduling, all applicable scheduling parameters in this  
27 Agreement shall remain intact (i.e., duty day limitations, etc.).

28 7. If a claimant flies a trip after the pay protected duty period(s) that  
29 is worth more time than the originally scheduled (double covered) trip,  
30 he/she may claim the pay protected duty period(s) in addition to the trip  
31 flown.

32 8. A flight attendant shall not be required to split a trip to be pay  
33 protected.

34 9. Procedures and pay protection for any other crew scheduling  
35 errors that are not otherwise covered in this Agreement will be handled  
36 using the same methodology as outlined in Paragraphs N.1. through  
37 N.8.above.

38 O. The Company shall furnish a flight attendant with a written statement  
39 of his/her monthly flight time.If a discrepancy exists between the  
40 Company's records and the flight attendant's records, and the affected  
41 flight attendant desires to reconcile the discrepancy, such flight attendant  
42 will furnish the Company with a statement of his/her flight time by trips for  
43 the month involved, and the Company agrees to make the necessary  
44 reconciliation.

45 P. In the event a flight attendant fails to bid for his/her monthly Line of

1 Flying, he/she will be assigned the first available line he/she could hold in  
2 accordance with his/her seniority. The first available line within his/her  
3 seniority shall be recognized as the "A" position on the highest paying  
4 aircraft, and would continue thereafter in ascending order through all  
5 available lines. If no "A" position is available, then all "B" positions would  
6 be considered in the same ascending order, followed by all "C" positions,  
7 etc. In a domicile which has non-transoceanic international Lines of Flying  
8 available for bid, all such non-transoceanic international flight attendant  
9 positions would be considered non-transoceanic International – all "A"  
10 positions in ascending order, followed by all "B" through "M" positions,  
11 also in ascending order, (designated LOD/O position(s) excepted) before  
12 moving to domestic Lines of Flying. A reserve flight attendant who fails to  
13 bid would be awarded the first available reserve line in ascending order.  
14



1 hours. A flight attendant awarded the ninety-five (95:00) hour option will  
2 be required to fly sufficient hours to fulfill the option range of ninety  
3 (90:00) to ninety-five (95:00) credited hours.  
4

5 5. Ten (10) percent of the flight attendants on the seniority list may  
6 elect to exceed the monthly maximum credited hours to a maximum of  
7 one hundred five (105:00) hours. No more than one-half (1/2) of the  
8 allowable ten (10) percent may have completed more than five (5) years  
9 of service as a flight attendant. A flight attendant on the one hundred five  
10 (105:00) hour option will be required to fly sufficient hours to fulfill the  
11 option range of one hundred (100:00) to one hundred five (105:00)  
12 hours.  
13

14 6. A flight attendant awarded the ninety-five (95:00) or the one  
15 hundred five (105:00) hour option and who is unable, through no fault of  
16 his/her own, to fly up to his/her option maximum will not be subject to  
17 disciplinary action. No flight attendant shall be required to work into  
18 his/her eleven (11) scheduled days off to reach his/her flying obligation.  
19

20 7. A flight attendant bidding the fifty-five (55:00) hour option who is  
21 not awarded the option will have his/her bid automatically placed among  
22 those bids for the seventy-five (75:00) hour option.  
23

24 8. A flight attendant bidding the one hundred five (105:00) hour  
25 option whose bid cannot be honored due to the number of flight  
26 attendants already on the option will have his/her bid automatically  
27 placed among those bids for the ninety-five (95:00) hour option.  
28

## 29 9. Bidding For Options

30  
31 a. For any flight attendant electing an option pursuant to  
32 Paragraphs 1 through 3 and 5 through 8 above, such option election  
33 shall be awarded on an annual basis (i.e., January through December).  
34

35 b. A flight attendant desiring an option for a calendar year will  
36 be required to submit a bid for the desired option by August 1<sup>st</sup> of the  
37 prior year. Option awards will be posted no later than August 31<sup>st</sup> of the  
38 prior year.

39 c. A flight attendant who bids for the fifty-five hour (55:00),  
40 seventy-five hour (75:00) or one hundred-five hour (105:00) options and  
41 is not awarded such option may submit a standing bid for such option.  
42 Should such option become available during the course of the calendar  
43 year, the most senior flight attendant with a standing bid shall be offered  
44 the ability to switch to such option. If such flight attendant declines,  
45 his/her standing bid shall be eliminated, and the offer shall be made to

1 the next most senior flight attendant, and so on. All such standing bids  
2 for a calendar year shall be automatically eliminated at the end of such  
3 calendar year.  
4

5 d. Flight attendants who are awarded an option will be  
6 obligated to that option for the calendar year. Notwithstanding the  
7 above, in the event a flight attendant experiences an unanticipated  
8 change in personal circumstances (e.g., marital status, spouse's  
9 employment, child care needs, etc.) such that the flight attendant  
10 remaining in his/her current flying status constitutes a hardship, such  
11 flight attendant may request, and the Company may consent, to change  
12 to a different option or to become a non-option flight attendant at any  
13 time during the calendar year. The Company shall not unreasonably  
14 withhold its consent for such requests, and, if consent is granted, shall  
15 make every effort to allow such flight attendant to switch to his/her new  
16 flying status at the start of the next bidding period. However, the  
17 Company shall not involuntarily displace any flight attendant currently  
18 holding an option to accommodate such request, nor may a flight  
19 attendant claiming hardship move into a vacant position in an option  
20 ahead of a more senior flight attendant with a standing bid for such  
21 option who elects to move into such option.  
22

23 e. Paragraphs a, b, c, d, above are effective for the calendar  
24 year 2001, to be bid in August 2000. For the remainder of the year 2000,  
25 options will be awarded and/or vacated pursuant to the provisions of the  
26 1993 Agreement.  
27

## 28 D. Duty Periods 29

### 30 1. "Standard" Duty Periods 31

32 a. A "Standard Duty Period" does not contain any scheduled  
33 flight segments, which involve any portion of the on-duty hours of 0100 to  
34 0500.

35 b. A flight attendant shall not be scheduled for a Standard Duty  
36 Period of more than fourteen (14) hours.  
37

38 c. A flight attendant on a Standard Duty Period may be required  
39 by the Company to remain on duty for up to fifteen (15) hours to  
40 complete a duty period originally scheduled for fourteen (14) hours or  
41 less.  
42

43 d. A flight attendant originally scheduled on a Standard Duty  
44 Period may be rescheduled in actual operation, including into the duty  
45 hours of 0100 to 0500, as long as the provisions of 10.D.1.b. and  
10.D.1.c above are not exceeded.

1  
2 2. "Back-of-the-Clock" Duty Periods  
3

4 a. A "Back-of-the-Clock Duty Period" contains at least one  
5 scheduled flight segment, which involves a portion of the on-duty hours  
6 of 0100 to 0500, but does not involve all of the on-duty hours of 0100 to  
7 0500.

8 b. A flight attendant shall not be scheduled for a Back-of-the-  
9 Clock Duty Period nor shall he/she schedule himself/herself for a Back-  
10 of-the-Clock Duty Period of more than twelve (12) hours.

11  
12 c. A flight attendant on a Back-of-the-Clock Duty Period may be  
13 required by the Company to remain on duty up to fifteen (15) hours to  
14 complete a duty period originally scheduled for twelve (12) hours or less.

15  
16 d. A flight attendant on a Back-of-the-Clock Duty Period may  
17 only be rescheduled to fly one additional segment, either prior to or  
18 subsequent to the scheduled rest break, but in no event more than one  
19 additional segment may be flown. In an effort to take into consideration  
20 the effect of flying during such time periods, Crew Scheduling will make  
21 every reasonable effort to utilize other working flight attendants for the  
22 purpose of rescheduling before requiring "back of the clock" flight  
23 attendants to fly a longer duty period.

24  
25 e. Trips which involve a portion of the on-duty hours of 0200 to  
26 0500 shall be limited to two (2) flight segments.

27  
28 3. "On-Duty All Nighter (ODAN)" Duty Periods  
29

30 a. An "ODAN Period" includes all the on-duty hours of 0100 to  
31 0500. Trips that are scheduled to operate in an ODAN Period shall be  
32 limited to two (2) flight segments.

33  
34 b. An "ODAN Period" shall be scheduled as a stand-alone duty  
35 period, i.e., an "ODAN Period" shall not be incorporated with any other  
36 duty period in a trip. A trip in an ODAN Period shall not contain any flight  
37 segment greater than two (2) hours block-to-block.

38  
39 c. A flight attendant shall not be scheduled for an ODAN Period  
40 nor shall he reschedule himself/herself for an ODAN Period of more than  
41 ten (10) hours. However, an ODAN Period that has a "rest period" of at  
42 least four (4) hours may be scheduled for up to fourteen (14) hours.

43  
44 d. A flight attendant on an ODAN Period may be required by  
45 the Company to remain on duty up to fifteen (15) hours to complete a

1 duty period originally scheduled under the provisions of 10.D.3.c. above.

2  
3 e. A flight attendant on an ODAN Period may only be  
4 rescheduled to fly one additional segment either prior to or subsequent to  
5 the scheduled rest break, but in no event more than one additional  
6 segment may be flown.

7  
8 4. As an exception to Paragraphs 10.D.2.e. and 10.D.3.b. above, a  
9 charter trip that is built as a stand-alone trip pairing, that is, not  
10 incorporated into any other trip pairing and not incorporated into any Line  
11 of Time, may be constructed with a maximum of four (4) flight segments  
12 within any single duty period. However, more than four (4) flight  
13 segments within any single duty period may be constructed in such  
14 stand-alone charter trip if the last flight segment of the duty period is  
15 scheduled to arrive before 0300 hours. All other provisions of Paragraph  
16 10.D.1. through 10.D.3. shall apply to the charter trip pairings that are  
17 described in this Paragraph.

18  
19 5. The provisions of this Paragraph D. (Duty Periods) are subject to  
20 amendment in accordance with Section 10.L.

## 21 E. Minimum Off Duty Periods/Duty Breaks

22  
23 A flight attendant's on duty period cannot be broken by an off duty  
24 period of less than eight hours and thirty minutes (8:30) - eight hours and  
25 thirty minutes (8:30) duty break/nine hours and forty-five minutes (9:45)  
26 block-to-block with the following exceptions:

27  
28  
29 1. a. Home Domicile: A flight attendant's on duty period  
30 cannot be broken by an off duty period at his/her home domicile of less  
31 than nine (9:00) hours - nine (9:00) hours duty break/ten hours and  
32 fifteen minutes (10:15) block-to-block.

33  
34 b. A flight attendant may, at his/her option, waive the nine  
35 hour (9:00) duty break/ten hours and fifteen minutes (10:15) block to  
36 block rest provisions of Paragraph E.1.a. above to an eight hour (8:00)  
37 duty break/nine hours and fifteen minutes (9:15) block to block, at his/her  
38 domicile, subject to flight time limitations of the Federal Aviation  
39 Regulations and to Paragraph D. above.

40  
41 2. Scheduled Short Duty Period: For scheduling purposes,  
42 when the combined scheduled duty periods before and after a duty break  
43 are twenty-two (22:00) hours or less and the scheduled duty period  
44 following the duty break does not exceed twelve (12:00) hours, a flight  
45 attendant shall be scheduled for an off duty period of not less than eight

1 hours and thirty minutes (8:30) - eight hours and thirty minutes (8:30)  
2 duty break/nine hours and forty-five minutes (9:45) block-to-block.  
3

4 3. Actual Short Duty Period: In actual operation, when the  
5 combined scheduled duty periods before and after a duty break are  
6 twenty-two (22:00) hours or less, the actual off duty period shall be no  
7 less than eight (8:00) hours - eight (8:00) hours duty break/nine hours  
8 and fifteen minutes (9:15) block-to-block. The scheduled duty period  
9 following the duty break shall not exceed twelve (12:00) hours.  
10

11 4. Scheduled Long Duty Period: For scheduling purposes, when  
12 the combined scheduled duty periods before and after a duty break are  
13 more than twenty-two (22:00) hours, the off duty period shall be no less  
14 than nine hours and forty-five minutes (9:45) - nine hours and forty-five  
15 minutes (9:45) duty break/eleven (11:00) hours block-to-block.  
16

17 5. Actual Long Duty Period: In actual operation, when the  
18 combined scheduled duty periods before and after a duty break are more  
19 than twenty-two (22:00) hours, the actual off duty period shall be no less  
20 than eight hours and thirty minutes (8:30) - eight hours and thirty minutes  
21 (8:30) duty break/nine hours and forty-five minutes (9:45) block-to-block.

	<b>Duty Break</b>	<b>Block to Block</b>
<b>Home Domicile</b>	<b>9:00</b>	<b>10:15</b>
<b>Sched. Short Duty Pd.</b>	<b>8:30</b>	<b>9:45</b>
<b>Actual Short Duty Pd.</b>	<b>8:00</b>	<b>9:15</b>
<b>Sched. Long Duty Pd.</b>	<b>9:45</b>	<b>11:00</b>
<b>Actual Long Duty Pd.</b>	<b>8:30</b>	<b>9:45</b>

22  
23 6. Flight Time Limitations/ Rest Requirements:  
24

25 a. Crew rest requirements are determined by the maximum  
26 amount of flight time scheduled during any twenty-four hour (24:00)  
27 period.

28 b. For a trip to be scheduled as an R1, nine hours and forty-five  
29 minutes (9:45) shall be the minimum contractual crew rest requirement.  
30 In actual operation, nine hours and fifteen minutes (9:15) shall constitute

1 the minimum crew rest requirement.

2  
3 c. For a trip to be scheduled as an S1, R1, or R2, eleven hours  
4 (11:00) shall be the minimum contractual crew rest requirement for a  
5 combined on duty period of twenty-two hours (22:00) or more. In actual  
6 operation, nine hours and forty-five minutes (9:45) shall constitute the  
7 minimum crew rest requirement.

8  
9 d. For a trip to be scheduled as an S1, R1, or R2, eleven hours  
10 (11:00) shall be the minimum contractual crew rest requirement for  
11 combined on duty period of twenty-two hours (22:00) or less if the duty  
12 period following the duty break is scheduled for more than twelve hours  
13 (12:00). In actual operation, nine hours and forty-five minutes (9:45)  
14 shall constitute the minimum crew rest requirement.

15  
16 e. Compensatory crew rest must begin no later than twenty-four  
17 hours (24:00) after the termination of the flight prior to a reduced rest  
18 period.

19 f. Reduced and compensatory rest periods as indicated by R1,  
20 R2, R3, C1, C2, C3 are minimum crew rest requirements and cannot be  
21 reduced.

22  
23 g. For the purposes of this Paragraph E.6., the following  
24 definitions shall apply:

25  
26 (1) "S" refers to "Scheduled Rest", which means the  
27 amount of rest that must be scheduled into a duty break at the time the  
28 trip is constructed.

29  
30 (2) "R" refers to "Reduced Rest", which means the  
31 amount of rest to which "Scheduled Rest" can be reduced in actual  
32 operations.

33  
34 (3) "C" refers to "Compensatory Rest", which means the  
35 amount of rest that must be given on the next duty break if "Scheduled  
36 Rest" is reduced in actual operations.  
37

Scheduled Flt Time In Any 24:00 Period	Crew Rest (Block-to-Block) Scheduled/Reduced	Next Actual Compensatory F Period
0 - 7:59	10:15 (S1)/9:15 (R1)	11:15 (C1)
8:00 - 8:59	11:15 (S2)/9:15 (R2)	12:15 (C2)
9:00 or more	12:15 (S3)/10:15	13:15 (C3)

1  
2 7. When a flight attendant does not receive his/her minimum  
3 overnight rest period (9:15, block-to-block), he/she shall be considered  
4 on duty with all duty rigs and premiums applicable to continue on the trip.  
5 A flight attendant who feels he/she cannot continue on the trip shall be  
6 relieved at the earliest possible time without causing a delay and may  
7 claim sick time for the remainder of his/her trip. It is also understood that  
8 a flight attendant who elects to be relieved in accordance with the above  
9 will not have that sick call recorded in his/her sick time totals.

10  
11 F. Relief from all duty for a lineholding flight attendant of not less than  
12 eleven (11) calendar days shall be provided in the flight attendant's  
13 domicile during each calendar month.

14  
15 G. 30:00/35:00 Hours in 7 Days

16  
17 A flight attendant's scheduled flight duty shall not exceed that  
18 afforded other flight crew members. A flight attendant, at his/her option,  
19 may fly up to thirty-five (35:00) actual hours in seven (7) consecutive  
20 days. Further, a flight attendant will complete his/her trip combination if  
21 the scheduled time for such trip(s) did not exceed thirty (30:00) actual  
22 hours in seven (7) days.

23 H. 24:00 Hours Off in 7:

24  
25 A flight attendant cannot fly more than six (6) consecutive days  
26 unless the six (6) consecutive day period either contains or is followed by  
27 a consecutive twenty-four hour (24:00) period free from all duty. Such  
28 twenty four hours (24:00) shall be actual hours and shall be calculated  
29 from the time of check-out to check-in.

30  
31 I. A flight attendant will be required to be on board the aircraft ready to  
32 receive passengers thirty (:30) minutes prior to scheduled departure, with  
33 the following exceptions:

34  
35 1. On a domestic departure on an aircraft of one hundred seventy-  
36 five (175) or more passenger seats, a flight attendant will be required to  
37 be on board the aircraft ready to receive passengers thirty-five (:35)  
38 minutes prior to scheduled departure.

39  
40 2. On an international departure a flight attendant will be required  
41 to be on board the aircraft ready to receive passengers forty-five (:45)  
42 minutes prior to scheduled departure.  
43

1 J. Trip Rigs:  
2

3 For each trip, a flight attendant shall be credited with one (1:00) hour  
4 for each three hours and thirty minutes (3:30) prorated as defined in  
5 Section 2.S. When the actual flight time is less than the time so credited,  
6 the difference between the flight time and the one (1:00) hour for three  
7 hours and thirty minutes (3:30) prorated shall be computed as a  
8 continuation of the last leg of the return trip to his/her domicile.  
9

10 K. Variable Duty Period Minimum Pay and Credit  
11

12 1. When a lineholder or a reserve flight attendant departs his/her  
13 domicile on a scheduled flight, he/she shall receive an average of five  
14 (5:00) hours (five and one-half (5:30) hours for US2) for each on-duty  
15 period except as follows:  
16

17 a. When trips are constructed, the Company shall establish the  
18 Variable Duty Period Minimum (VM) for each duty period at any value it  
19 chooses between four (4:00) and six (6:00) hours (between four (4:00)  
20 and seven (7:00) hours for US2) provided the sum of the established  
21 variable duty period minimum(s) for all the duty periods in any given trip  
22 equals no less than five (5:00) hours (five hours and thirty minutes (5:30)  
23 for US2) times the number of duty periods in the trip. If in actual  
24 operations a trip is constructed from both mainline and US2 segments,  
25 the VM rig for such trip will be determined as follows:  
26

27 (1) If the flight attendant originates a US2 pairing, but after  
28 origination is rescheduled to a mainline pairing using a mainline aircraft  
29 (i.e., flown by mainline pilots), then all duty periods are paid as US2 (i.e.,  
30 average of five hours and thirty minutes (5:30) per duty period).  
31

Originate US2 Trip	Duty Period 1	Duty Period 2
Scheduled VM	5:30	5:30
Actual Operation	Fly US2 Pairing	Fly US2 Pairing, then rescheduled to ML Pairing using ML aircraft
VM Pay	5:30	5:30

32  
33 (2) If the flight attendant originates a mainline pairing, but  
34 after origination is rescheduled to a US2 pairing using a mainline aircraft  
35 (i.e., flown by mainline pilots), then all duty periods are paid as mainline  
36 (i.e., average of five hours (5:00) per duty period).  
37

Originate Mainline Trip	Duty Period 1	Duty Period 2
Scheduled VM	5:00	5:00
Actual Operation	Fly Mainline Pairing	Fly ML Pairing, then rerouted to cover a US2 Pairing using ML aircraft
VM Pay	5:00	5:00

1  
2 (3) If the flight attendant originates a mainline pairing, but  
3 after origination is rescheduled to a US2 pairing using a US2 aircraft (i.e.,  
4 flown by US2 pilots), then any duty period during which the flight  
5 attendant is assigned to a US2 aircraft is paid as US2 (i.e., average of  
6 five hours and thirty minutes (5:30) per duty period), and any duty  
7 period(s) during which the flight attendant is assigned only to mainline  
8 aircraft (i.e., flown by mainline pilots) are paid as mainline (i.e., average  
9 of five hours (5:00) per duty period).  
10

Originate Mainline Trip	Duty Period 1	Duty Period 2
Scheduled VM	5:00	5:00
Actual Operation	Fly Mainline Pairing	Fly ML Pairing, then rerouted to cover a US2 Pairing using US2 aircraft
VM Pay	5:00	5:30

b. The following on-duty periods are excluded from the provisions of Paragraph K.1.a. above:

(1) An on-duty period in which a landing was not made at an airport other than the airport of takeoff, test flights, training flights, or deadheading at a flight attendant's request. Actual time or two hours (2:00) pay and credit shall apply, whichever is greater.

(2) An on-duty period composed solely of deadhead when such on-duty period is contained in a portion of a trip assigned to a Reserve or awarded to a flight attendant from the Availability/ Improvement List when such trip was not constructed in the published pairings. A two (2:00) hour duty period minimum pay and credit shall apply to such on-duty period.

(3) Split Trips (see Section 10.Q below)

c. The difference between flight credits and the variable duty period minimum will be calculated for each on-duty period in a trip. Where the VM is greater than scheduled or actual flight credits, such difference will be added to scheduled or actual credits to determine credits applicable to such trip.

Examples:

1.	1	2	3	4	<b>TOTAL</b>	
Scheduled	4:40	5:10	7:05	2:15	19:10	
Designated VM	4:50	5:10	6:00	4:00	20:00	
Actual	4:40	5:20	7:10	2:20	19:30	
Credit (VM)	0:10	—	—	1:40	<u>1:50</u>	
						21:20
2.	1	2			<b>TOTAL</b>	
Scheduled	0:50	7:40			8:30	
Designated VM	4:00	6:00			10:00	
Actual	0:55	8:15			9:10	
Credit (VM)	3:05	-			<u>3:05</u>	
						12:15
3.	1	2	3		<b>TOTAL</b>	
Scheduled	4:07	4:20	6:10		14:37	
Designated VM	4:07	4:53	6:00		15:00	
Actual	4:53	3:30	6:50		16:13	
Credit (VM)	-	0:23	-			<u>0:23</u>
					16:36	

2. A flight attendant shall receive a minimum of one (1:00) hour of flight pay and flight time credit for every two (2:00) hours of actual on-duty time between the hours of 0600 and 2159 and one (1:00) hour of flight pay and flight time credit for each one hour and forty-five minutes (1:45) prorated on a minute-by-minute basis of actual on-duty time between the hours of 2200 and 0559.

Example: On a trip, which originates before 2200 and terminates after 2200, the minimum flight time pay and credit is computed at one for two (1 for 2) hours up to 2200 and added to the minimum flight time pay and credit computed after 2200 at one for one hour and forty-five minutes (1:00 for 1:45). From this total, the scheduled or actual flight time flown is subtracted to determine "On Duty" claim time whether the time flown was before or after 2200.

3. Trip rig, duty rig, deadhead and/or VM rig shall be paid and credited in the month during

which such claim is earned, with the following exceptions:

a. If the application of VM rig, trip rig, duty rig and/or deadhead would project a flight attendant who is attempting to complete his/her maximum flying obligation on his/her last trip of the month over fifty-five/ seventy-five/ ninety/ ninety-five/ one hundred five (55:00/ 75:00/ 90:00/ 95:00/ 105:00) credited hours, then such excess credited time may be paid and credited in the following month.

b. When a pairing overlaps two (2) consecutive months and the application of the trip rig, duty rig, deadhead and/or VM rig would enable a flight attendant to complete his/her flying obligation of fifty (50:00) to fifty-five (55:00)/ seventy (70:00) to seventy-five (75:00)/ line value to ninety (90:00)/ ninety (90:00) to ninety-five (95:00)/one hundred (100:00) to one hundred five (105:00) credited hours, then such time may be paid and credited in the month during which the trip originates.

c. A flight attendant electing to direct claim time in accordance with Paragraphs a. or b. above must submit a P.E.-80A form. Such claim must be submitted to the appropriate department by the third (3rd) working day of the next month.

L. Should there be any changes made in other flight crew members' hours of service, duty time, or trip times as in Paragraphs J and K of this Section during the terms of this Agreement, such changes will apply to flight attendants on the dates applicable thereto.

M. In the event credit may be due under Paragraphs J. and K. of this Section, only the greater will apply.

N. When a flight attendant reports to the airport to fly and fails to fly, or flies less than two (2:00) hours, he/she shall receive a minimum credit of two (2:00) hours toward his/her flight time for the month.

O. When a flight departure is delayed for more than three (3:00) hours, the flight attendant who is scheduled for such flight shall not be required to stand by and shall be relieved of duty at his/her request, provided that other flight attendants are available to replace him/her without increasing the delay. A flight attendant desiring to be relieved shall remain on duty until the relief flight attendant reports for duty. A flight attendant exercising this option shall forfeit any pay and credit that may be accumulated under Paragraphs J. or K. of this Section.

P. Report for Duty On An Overnight

The Company will contact a flight attendant for flights other than scheduled flights a minimum of two (2:00) hours before departure time. A flight attendant will report at Operations one (1:00) hour before departure time.

Note: The times referred to in this Section are based on local times in effect at the flight attendant's domicile.

Q. Split Trips

1. A flight attendant may not split a trip out of domicile unless in accordance with Section 9.1.2.

2. A flight attendant who splits a trip will be paid and credited as follows:

a. If the trip is split as a result of Company request/ assignment, the flight attendant shall be paid and credited duty rig (1 for 2, 1 for 1-3/4) to/from the point where the trip was split (including report/debrief), and including deadhead if applicable; trip rig (1 for 3:30) to/from the

point where the trip was split (including report/debrief), and including deadhead if applicable; and VM rig (variable duty period minimum).

b. If the trip is split as a result of jury duty, training, illegal through no fault, lineholder maximizing time, reserve maximizing time on the last trip of the month, reserve inviolable days off, or reserve *after* returning from leveling, the flight attendant shall be paid and credited duty rig (1 for 2, 1 for 1-3/4) to/from the point where the trip was split, (including report/debrief) and including deadhead if applicable; and trip rig (1 for 3:30) to/from the point where the trip was split, (including report/debrief) and including deadhead if applicable. VM rig shall not apply.

c. If the trip is split as a result of sick, vacation, personal, AFA business, death in family, or other cause not specifically designated in Paragraphs a. and b. above, the flight attendant who causes the split shall be paid and credited duty rig (1 for 2, 1 for 1-3/4) only for duty periods completed before/after the duty period in which the split occurred (if any). Trip rig (1 for 3:30) and VM rig shall not apply. There shall be no pay or credit for deadhead generated as a result of such split.

<b>PAY / CREDIT PROVISION FOR SPLIT TRIPS</b>	Co. Request* Co. Assignment* And Replacement FA* (the one who did not cause the split)	Jury Duty* Training* Illegal: No Fault* Lineholder: Maximizing Time* Reserve: Maximizing Time for Last Trip of Month* Reserve: Inviolable Day Off* Reserve: For Any Day(s) Off After a Leveling Period*	Sick Vacation Personal (i.e., Emergency, Bereavement, etc.) Illegal: Fault Union All Other
<b>Trip Rig</b>	Calculated to/from point of split (incl. report & debrief)	Calculated to/from point of split (incl. report & debrief)	N/A
<b>Duty Rig</b>	Calculated to/from point of split (incl. report & debrief)	Calculated to/from point of split (incl. report & debrief)	Calculated for entire completed duty pds only
<b>Variable Minimum</b>	Greater of 5:00 / 5:30 (US2) or actual credited time	N/A	N/A
<b>* Deadhead pay applies to/from the point of split. When a duty period consists solely of a deadhead flight into position to pick up or to return to domicile from a split trip, the flight attendant will receive the greater of 2:00 or actual deadhead time.</b>			

3. A flight attendant who flies a portion of a trip that was split by another flight attendant will be paid and credited duty rig (1 for 2, 1 for 1-3/4) to/from the point where the trip was split (including report/debrief) and including deadhead if applicable; trip rig (1 for 3:30) to/from the point where the trip was split (including report/debrief), including deadhead if applicable; and VM rig. Notwithstanding the above, should such flight attendant be deadheaded into position or to return to domicile but subsequently does not fly a portion of the trip that was split, VM rig pay

shall not apply, and instead such flight attendant shall be eligible for the two hour (2:00) duty period minimum pay and credit in accordance with Paragraph K.1.b. above.

#### R. Combined Trips

A flight attendant may combine two separate trips as follows:

1. A lineholder may pick up, or a reserve may pick up or be assigned, a combination of trips, or portion of a trip(s), prior to release. A lineholder who combines two (2) separate trips is entitled to trip rig (1 for 3:30), duty rig (1 for 2, 1 for 1-3/4), and VM rig pay and credit.

2. A reserve flight attendant, after being released, may at his/her option return to duty to fly another trip, if he/she has sufficient duty time remaining to complete such trip in accordance with Paragraph 10.D. above. Such additional flying will result in additional VM rig pay (if a split trip, such pay shall be in accordance with Paragraph 10.Q. above).

## SECTION 11 RESERVE DUTY

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### A. Reserve Duty

1. A reserve flight attendant shall be scheduled for eleven (11) days free of duty at his/her domicile each month.

a. These days shall be consecutive in increments of not less than two (2) days each. Six (6) of such days shall be inviolable days. Such inviolable days shall be divided into two (2) periods, and each such period of inviolable days shall be not less than two (2) days and not more than four (4) days. Any of these scheduled days free of duty, except the inviolable days, may be rescheduled for an equivalent amount of time free from duty in the same calendar month, unless rescheduled in accordance with Paragraph D. (Assignment) below. Such notice shall be given not later than fifteen hundred (15:00) hours on the day preceding the scheduled days off.

b. A flight attendant may not be awarded or assigned flight duty or training during an inviolable day period, but may elect, subject to Company consent, to waive some or all of the inviolable days in such period. A flight attendant may not be assigned flight duty or training during an inviolable day period unless with his/her consent.

c. If irregular operations cause a flight attendant's duty period to be extended into his/her inviolable day period, an additional inviolable day will be added to the end of the original inviolable day period.

d. A flight attendant may swap an inviolable day period with another flight attendant's inviolable day period of the same duration within the same calendar month, provided such swap does not conflict with TDY coverage. However, if a reserve flight attendant swaps a portion of his/her inviolable day period, he/she shall forfeit his/her right to any inviolable days off in that period.

2.a. A reserve flight attendant may, at his/her option, give up a non-inviolable scheduled day(s) off without reinstatement, and, with Company consent, may elect to give up an inviolable day off without reinstatement. Notwithstanding Paragraph A.1.b. above, a flight attendant does not require Company consent to give up an inviolable day(s) for training.

b. A reserve flight attendant who voluntarily picks up a trip(s) on his/her scheduled day(s) off shall be deemed to have waived such day(s) off in accordance with 2.a. above and there shall be no reinstatement.

c. Notwithstanding Paragraph A.1.b. above, a flight attendant who chooses and is awarded a trip that originates on a day other than an inviolable day off and is scheduled to return to domicile between 1500 and 2359 of the first inviolable day in any period of inviolable days shall be deemed to have waived such portion of his/her day off in accordance with 2.a. above and there shall be no reinstatement. Such flight attendant's inviolable days off shall commence upon his/her return to domicile. Such flight attendant may not split such trip for days off. A flight attendant may not be assigned such a trip by the Company.

3. A reserve flight attendant's day off will begin at fifteen hundred (15:00) hours and end at fifteen hundred (15:00) hours.

4. At Company request, a reserve flight attendant may consent to carry all or a portion of his/her scheduled day(s) off into the following month.

5. Available On Scheduled Days Off:

a. A reserve who makes himself/ herself available on a scheduled non-inviolable day(s) off in accordance with Paragraph 2.a. above must advise Future or Daily Crew Scheduling of the following:

(1)Number of days he/she is available.

(2)Specific trips listed by pairing numbers or parameters (i.e., most time, two day, any three day - back by 14:00, etc.).

(3)If he/she wants to be considered for a Quick Call for the trip(s) or parameter he/she is seeking.

b.A reserve flight attendant who makes himself/herself available on a scheduled non-inviolable day off in accordance with Paragraph A.2. above may, prior to being contacted for trip award, elect to reconsider and protect his/her days off.The obligation to call such reserve flight attendant back with other trips will be eliminated.

**6. Reserve Returning From Day(s) Off:**

A reserve flight attendant who is returning to reserve duty after a day(s) off will be available for duty for trips departing after

seventeen hundred (17:00).

7. Reserve Returning From A Trip At 1500 Or Beyond:

A reserve flight attendant who is flying at fifteen hundred (15:00) or beyond and who is scheduled for reserve duty the following day(s) may leave a list of specific trips (i.e., #29050 B, C, A) or parameters for the type of trip he/she desires (i.e., most time, two day, any three day - back by 14:00, etc.). Such flight attendant will be considered "sign-in, will call", and will be responsible for contacting Crew Scheduling by nineteen thirty (19:30), or as soon as possible after completion of his/her flying assignment, to sign-in for his/her trip. If none of his/her choices can be honored, he/she will resume normal reserve duty upon completion of his/her period of uninterrupted domicile rest.

**B. Reserve Passing:**

A reserve flight attendant may pass a trip(s) he/she is called for to a more junior flight attendant provided such pass conforms to the parameters outlined in Paragraph B.1. below. To the extent the flight attendant's parameters include the potential to fly on scheduled day(s) off, the flight attendant must comply with the provisions of Paragraph A.2. above.

1. A reserve flight attendant may pass a trip he/she is called for from Future Crew Scheduling providing he/she is passing to pick up a specific trip or type of reserve assignment in accordance with the following parameters:

a. The number of days desired (e.g., a one, two, three or four day trip or any available trip), by local departure time(s) (if desired):

M0600-1159 (morning)

A1200-1759 (afternoon)

E1800-2359 (evening)

b. On-premise reserve, and/or

c. Protect day(s) off

*Note: In addition to passing for the above specified parameters, a reserve flight attendant may make himself/herself available for a quick call. If awarded a quick call, a reserve flight attendant is obligated to accept any trip assignment providing it does not go into his/her day(s) off.*

2. Once a reserve flight attendant passes a trip in accordance with Paragraph B.1.a.- c. above, he/she must accept any subsequent trip offered from Future or Daily Crew Scheduling that contains the parameters requested.

3. A reserve flight attendant who is not contacted by Future Crew Scheduling and who is subsequently contacted by Daily Crew Scheduling, must either accept an available trip or must indicate the type of trip he/she is passing for in accordance with the reserve passing parameters in Paragraph B.1.a. - c. above.

4. Once a reserve flight attendant passes a trip in accordance with Paragraph B.3. above, he/she must accept any subsequent trip offered from Daily Crew Scheduling that contains the parameters requested.

5. A reserve flight attendant who passes in accordance with Paragraph B.1. or B.3. above will not be contacted by Future or Daily Crew Scheduling for a subsequent trip unless it meets the parameters of his/her passing preference, or unless he/she is being assigned a trip in inverse order of seniority. When assigning in inverse order of seniority, it will be accomplished in accordance with Paragraph D. below.

6. When the number of trip(s) available for coverage is equal to or greater than the number of available reserve flight attendants, a reserve flight attendant must accept one (1) of the available trip(s).

7. Reserve passing shall not be intended to permit a reserve flight attendant to give up trip(s) for additional days off.

8. A reserve flight attendant who has left a passing parameter(s) in accordance with Paragraph B.1. above may subsequently contact Crew Scheduling to expand upon his/her original parameter(s).

9. A reserve flight attendant who is awarded or assigned a trip and who is not released by Future or Daily Scheduling due to coverage considerations, and then is subsequently reassigned to a different trip(s) of lesser value shall be pay protected to the published value of such originally awarded or assigned trip. To be eligible for such pay protection, such flight attendant must remain available for duty for all of the duty periods covered by the originally awarded or assigned trip.

### **C. Award**

After the processing of lineholders, and until two hours (2:00) prior to scheduled departure, any open trips shall be offered to reserves in seniority order in accordance with Paragraphs A. and B. above.

### **D. Assignment**

1. In the event open trips exist in either Future or Daily Scheduling after each reserve flight attendant available for duty has been contacted once (i.e., after Crew Scheduling has "gone down the list once" in seniority order in accordance with Paragraph C. above), then Crew Scheduling may assign open trips to reserve flight attendants.

### **2. Definitions**

For the purposes of this Paragraph D., the following definitions shall apply:

a. "Available Davs" shall mean available-for-dutv periods

remaining, including any non-inviolable day(s) off voluntarily waived by the flight attendant, and/or any inviolable day(s) off requested by the flight attendant to be waived and for which Company consent was granted, in accordance with Paragraph A.2. above.

b. "Previously Assigned Unreleased Available For Duty Reserves" shall mean reserve flight attendants available for duty who have been awarded a trip in accordance with Paragraph C. above but who have not yet been released by Crew Scheduling.

c. "Previously Unassigned Available For Duty Reserves" shall mean reserve flight attendants available for duty who have not yet been awarded a trip.

d. "Available For Duty After Three Reserves" shall mean reserve flight attendants not currently available for duty but who are scheduled to become available for duty at fifteen hundred hours (15:00) of the current day.

**3.** Crew Scheduling shall assign remaining open trips to reserve flight attendants as follows. Any Previously Assigned Unreleased Available For Duty Reserve assigned a trip through this process shall be pay protected in accordance with Paragraph B.9. above:

a. Previously Unassigned Available For Duty Reserves with four (4) or more Available Days will be assigned four (4) day trips, if any remain open. The least senior such flight attendant shall be assigned the four (4) day trip with the earliest departure time. If more than one four (4) day trip remains open, the next least senior such flight attendant shall be assigned the next departing open four (4) day trip, and so on; then,

b. If additional four (4) day trips remain open, then Previously Assigned Unreleased Available For Duty Reserves with four (4) or more Available Days who had been awarded a trip with fewer than four (4) duty periods shall be assigned such open trip(s), and their previously awarded trip(s) shall be considered open trip(s). The least senior such flight attendant shall be assigned the open four (4) day trip with the earliest departure time, and so on; then,

c. If additional four (4) day trips remain open, then if any such trips depart after seventeen hundred hours (17:00), and Available For Duty After Three Reserves with four (4) or more Available Days will be available to cover such open trip(s), then such trips will be offered/assigned to such reserves in accordance with Paragraphs A. and B. above or this Paragraph D., whichever is applicable; then,

d. If additional four (4) day trips remain open, then they shall be assigned to Previously Unassigned Available For Duty

Reserves and/or Previously Assigned Unreleased Available For Duty Reserves such that disruption of movable day(s) off is minimized, awarding the earliest departure to the least senior such reserve. Any reserve so assigned a trip conflicting with movable day(s) off shall have such day(s) off reinstated by adding such day(s) to the end of the current period of movable day(s) off, or if not practicable, to another period of day(s) off in the same calendar month, or with mutual agreement to a period of days off in the same month that is not adjacent to another period of days off, or with the consent of the flight attendant, to another period of day(s) off in the subsequent calendar month.

e. The process described in Paragraphs 3.a. through 3.d. above shall then be repeated for three (3) day trips, two (2) day trips, and one (1) day trips in that order.

#### 4. Priority of Trip Assignment

If open trips remain after the completion of processing as described in Paragraph 3.above, Crew Scheduling may assign open trip(s) as follows:

a. By assigning an open trip in a domicile to an Available For Duty Reserve flight attendant from a different domicile, as provided in Paragraphs K.6. and K.7. herein (Out-of-Domicile Single Trip Assignment). However, nothing in this provision requires Crew Scheduling to delay a flight departure to allow such flight attendant to move into position to cover such trip.

b. By assigning to available Co-Fly participants holding a seniority number on the System Seniority List in accordance with Letter 35 (Use of Co-Fly Program to Avoid Trip Cancellations) (however, these may only be used to cover a required position).

c. By assigning to lineholders on days off, in inverse seniority order.

#### E. Coverage of Late Opening Trips/Quick Call

1. If a trip remains uncovered two (2:00) hours prior to scheduled departure or becomes available within two (2:00) hours of scheduled departure, the Company shall assign the trip to:

a. An on-premise reserve flight attendant, if on duty, then

b. The most senior reserve flight attendant who has volunteered for a quick call and who is scheduled for reserve duty or who has made himself/herself available to fly in accordance with Paragraph A.2. above on the day(s) the trip is scheduled to operate, then

c. The most junior reserve flight attendant who is scheduled for

reserve duty on the day(s) the trip is scheduled to operate, then

d. The most junior reserve flight attendant on duty

2. If the Company fails to do so, such bypassed flight attendant may submit a claim for any differential in flight pay loss which may occur as a result of the trip being flown by a flight attendant who has a lesser assignment priority and such bypassed flight attendant's subsequent assignment or lack thereof.

3. Available for Quick Call:

a. A reserve flight attendant may elect to voluntarily make himself/herself available for a quick call subject to Paragraphs a.(1) - (3) below. Such reserve flight attendant may limit his/her quick call availability to trips, which depart within the morning (M) and/or afternoon (A) and/or evening (E) parameters.

(1) Available On Day(s) Off/Day(s) Off Into Reserve Day(s):

A reserve flight attendant who makes himself/herself available for a quick call on a scheduled day(s) off in accordance with Paragraph A.2. above must advise the Daily Crew Scheduler of the number of day(s) he/she is available to fly. Such reserve flight attendant may leave a list of specific trip(s) (i.e., #29050 B, C, A) or parameters (i.e., most time two day, any three day - back by 14:00, etc.). If contacted with a trip that is on his/her list or that meets his/her parameters, he/she must accept such trip assignment, provided he/she is legal to fly such trip. Subsequent to indicating his/her availability pursuant to this Paragraph, such reserve flight attendant may opt to reconsider and protect his/her days off, as long as he/she so advises Daily Crew Scheduling prior to being contacted for a quick call trip.

**Example 1:** Scheduled days off on the 8th, 9th, 10th, and 11th - Reserve flight attendant declares he/she is available for a quick call the 8th through the 10th.

**Example 2:** Scheduled days off on the 8th and 9th, scheduled reserve days on the 10th, 11th, 12th and 13th- Reserve flight attendant declares he/she is available for a quick call starting on the 8th.

(2) Available Reserve Day(s) Into Day(s) Off

A reserve flight attendant who makes himself/herself available for a quick call starting on a scheduled reserve day(s) and going into his/her scheduled day(s) off in accordance with Paragraph A.2. above must advise Daily Crew Scheduling of

the number of scheduled day(s) off for which he/she is available. Such reserve flight attendant may leave parameters as follows: trips which depart in the morning (M) and/or afternoon (A) and/or evening (E).

**Example:** Scheduled for reserve duty on the 8th, 9th, scheduled days off the 10th, 11th and 12th - Reserve flight attendant declares he/she is available for a morning (M) quick call from the 8th through the 10th. He/she will be quick called for any morning (M) 1-day trip, any morning (M) 2-day trip or any morning (M) 3-day trip that checks-out by 15:00, provided he/she is legal to fly such trip. Further, if he/she was available from the 8th through the 11th, he/she could be quick called for any morning (M) 1-day trip, any morning (M) 2-day trip, any morning (M) 3-day trip or any morning (M) 4-day trip that checks-out by 15:00, provided he/she is legal to fly such trip.

(3 Available On Reserve Day(s):

A reserve flight attendant may make himself/herself available for a quick call on a scheduled reserve day(s). Such reserve flight attendant may leave parameters as follows: trips, which depart in the morning (M) and/or afternoon (A) and/or evening (E).

**Example:** Scheduled for reserve duty on the 8th, 9th, 10th, 11th and 12th. He/she makes himself/herself available for any afternoon (A) quick call. The reserve flight attendant will be quick called for any afternoon (A) trip, provided he/she is legal to fly such trip.

## **F. Uninterrupted Domicile Rest**

1. Upon checking out from a reserve flight attendant's trip or upon completion of an OPR assignment at his/her home or TDY domicile, he/she shall be considered released from reserve duty to begin his/her legal domicile rest period, unless Crew Scheduling has advised such reserve flight attendant that he/she is to remain on duty beyond check-out or unless he/she elects to exercise any of the options available to him/her under Paragraphs 4.a.b. below.
2. Upon commencement of such uninterrupted rest period at a home or TDY domicile, a reserve flight attendant will not be subject to telephone contact for the first eight hours and thirty minutes (8:30, commencing at block-in plus debrief) of an actual rest period, after which time he/she will maintain telephone contact until granted a release by Crew Scheduling or until commencement of a day off, whichever occurs first.
3. In the event a reserve flight attendant's uninterrupted rest period is involuntarily broken by a Crew Scheduler, he/she shall immediately commence a new eight hours and thirty minutes (8:30) of uninterrupted rest.
4. A reserve flight attendant whose uninterrupted rest period will not be completed before fifteen hundred (15:00) who is also on stand-by for the next

day shall have the following options:

a. The reserve flight attendant may leave a list of trip choices (i.e., #29050 B, C, A) or parameters (i.e., most time, two day, any three day - back by 14:00, etc.) for the following day with Future Scheduling. Such flight attendant will be considered "sign-in, will call", and will be responsible for contacting Crew Scheduling by nineteen thirty (19:30) for his/her award. If Crew Scheduling is still covering trips at nineteen thirty (19:30) and has not yet reached the reserve flight attendant's seniority, then such flight attendant will be responsible to contact scheduling at a later time.

- or -

b. The reserve flight attendant may authorize Crew Scheduling to contact him/her in seniority order during the rest period with available trips for the following day.

**G.** Upon receiving a trip from Future or Daily Scheduling, every effort will be made to release a reserve flight attendant from further stand-by until the check-in time for that trip. To the extent possible, a reserve flight attendant who does not receive a trip assignment from Future Scheduling will be released from further stand-by until opening time for the daily desk the following morning. In the case of the reserve flight attendant who fits neither category, he/she shall be permitted to use a beeper.

**H.** The Company will make every effort to release a reserve flight attendant from his/her requirement to remain available for telephone contact when all known trips are covered and provided the available standby reserve force is not depleted to the extent that coverage of late opening trips is jeopardized.

**I. On-Premise Reserve (OPR)**

An on-premise reserve (OPR) flight attendant is one who may be awarded/ assigned standby duty in uniform at the airport without a specific flight assignment for the purpose of covering a trip in order to prevent a delay. An OPR flight attendant may also be utilized for the purpose of deplaning, boarding or remaining with through passengers on the aircraft. Assignments for such duty shall be governed as follows:

1.a. OPR duty will be considered "open time" and will be offered on the basis of domicile seniority among reserve flight attendants legal to fly under the following provision:

b. A reserve flight attendant awarded or assigned OPR duty must be available for a minimum of three (3) duty periods and legal for at least eighteen (18:00) block hours.

2. In the event no reserve flight attendant accepts OPR duty, it may be assigned in inverse order of seniority; however, no flight attendant may be involuntarily assigned to OPR duty more than two (2) times in a month, unless all available reserve flight attendants at the domicile have been assigned two (2) times.

3. Duty time for an OPR flight attendant will begin upon scheduled report time at the airport and will continue until released for applicable legal rest provided in Section 10. However, if an OPR flight attendant is awarded or assigned a trip that checks-in prior to his/her initial report time at the airport, he/she shall begin

accruing duty time one (1:00) hour before a domestic trip's scheduled departure or one hour and thirty minutes (1:30) before an international trip's scheduled departure.

4.a. When an OPR flight attendant reports for duty, he/she shall indicate to the scheduler his/her preference of either a one (1) day, two (2) day, three (3) day, four (4) day or any available trip. All trips will be offered on the basis of domicile seniority among the OPR flight attendants. If a trip does not meet the preferences indicated by the OPR flight attendants, such trip will be assigned in inverse order of seniority to the most junior OPR who is available for the entire trip.

b. When a reserve flight attendant is called to the airport for OPR duty, the duty time shall begin at the time he/she reports and shall terminate at release time or one (1:00) hour before departure time of an awarded/assigned domestic trip, or one hour and thirty minutes (1:30) before an awarded/assigned international trip.

c. An OPR flight attendant will not be permitted to pass a trip that meets his/her preference (one (1) day, two (2) day, three (3) day, four (4) day or any available trip).

5. A flight attendant assigned to OPR duty shall be released from airport standby no later than four (4:00) hours from the time he/she reports for duty. An OPR flight attendant that does not receive flight duty shall be released to begin his/her uninterrupted domicile rest.

6.a. If assigned a trip, such trip must depart no later than six (6:00) hours from commencement of the OPR duty period.

b. If assigned a trip, the OPR flight attendant's release shall occur fifteen (:15) minutes after the actual arrival of a domestic flight assignment; thirty (:30) minutes after the actual arrival of an international flight assignment, or the actual release time, whichever is later.

7. In no event shall a combination of OPR duty and flight duty assignment be scheduled to exceed the provisions of Section 10 or Section 12 (International Flying) duty time, whichever is applicable.

8. In the event a reserve flight attendant is serving OPR duty at fifteen hundred (15:00) and he/she wishes to have his/her seniority honored for the selection of trips originating the following day, he/she shall be required to leave a list of his/her desired trip choices with the Future Crew Scheduler. Such list must be provided no later than fifteen hundred (15:00).

9. OPR Pay and Credit:

a. An OPR flight attendant who does not fly shall be entitled to a minimum of three hours and thirty minutes (3:30) of flight pay and credit for each OPR duty period.

b. An OPR flight attendant who is assigned a trip shall receive:

(1) The applicable duty rig as provided in Section 10.K. for such OPR duty, plus

(2) The scheduled or actual value of the trip, whichever is greater, for the awarded/assigned trip.

10. For the purpose of trip coverage, an OPR flight attendant, if available, will be utilized for "any trip" that becomes available within two (2:00) hours of scheduled departure or "any trip" that remains uncovered within two (2:00) hours of scheduled departure.

11. When all OPR's have been utilized and the assignment to OPR is from the daily list a reserve flight attendant shall be given no less than two (2:00) hours' notice to report to the airport for OPR duty.

12. An OPR flight attendant shall be entitled to split a trip(s) to maximize his/her time and/or protect his/her scheduled days off.

13. Boarding duty, if utilized, will be accomplished on a rotating basis, beginning with the most junior OPR flight attendant. In the event an OPR flight attendant is assigned to boarding duty, and a trip consistent with his/her preference and/or seniority becomes available, he/she will be released from boarding duty and replaced by the next most junior OPR flight attendant.

14. A trip which becomes available after twenty-three fifty-nine (23:59) or after scheduling is finished covering trips for the following day, whichever is later, and which departs between five hundred (05:00) and seven hundred (07:00) will be assigned to an OPR, if one is on duty. If not, then it will be assigned in accordance with E. (Coverage of Late Opening Trips/Quick Call) above.

#### **J. Minimum Reserve Report Time**

1.A reserve flight attendant shall have a minimum of one hour and thirty minutes (1:30) from the time he/she is awarded/assigned a trip by Crew Scheduling to report to the airport.

2.A quick called reserve flight attendant with less than one hour and thirty minutes (1:30) notice shall make every effort to report to the aircraft as soon as possible.

#### **K. Leveling** *(also read ... [What are my options now that I have been leveled?](#))*

In the event it becomes necessary to protect scheduled operations, the Company may level a reserve flight attendant's flying at any time during a month. In the event such flight attendant's flying is leveled and as a result thereof, he/she is denied a trip(s) or OPR duty and is subsequently unable to make up such trip(s) or OPR duty, he/she shall be credited for such trip(s) or OPR duty denied, up to his/her applicable option maximum. Should a flight attendant fly a make up trip in a lower paying position, he/she will be paid the difference between the position flown and all premiums applicable and the position denied. In the event such flight attendant is not available on his/her scheduled duty days, the Company's obligation under this Paragraph shall be reduced to the excess of the amount of time lost by virtue of being "leveled"

over the amount of time or trip(s) declined.

1. A flight attendant who is leveled shall be notified prior to fifteen hundred (15:00) hours, the period for which he/she will be leveled and shall be free from duty for the period of time he/she is leveled. When a flight attendant is leveled, he/she shall be allowed to be available and/or fly before he/she may again be leveled. Once a flight attendant is leveled for a period of time, that period of time shall not be increased.

2. In the event a flight attendant is not notified prior to fifteen hundred (15:00) hours of the period for which a flight attendant is to be leveled, then the flight attendant shall claim all time flown by the junior flight attendant until such notification is given. A flight attendant will be personally (i.e., telephone or in person) notified of his/her leveling period.

**3.a.** A reserve flight attendant will be leveled on the basis of credited time, not seniority, and if violated, an affected flight attendant who has been unable to make up his/her time will be guaranteed his/her applicable monthly maximum. All others will have claim to time they could have flown during the period of leveling and were unable to make up.

b. The Company shall have the right to unlevel a flight attendant at any time during his/her period of leveling.

c. The Company will make every effort not to level a reserve flight attendant on a holiday.

4. In order to protect his/her leveling claim, whenever a reserve flight attendant is offered a trip(s) and all such trip(s) would cause him/her to fly into his/her day(s) off, the Crew Scheduler will offer such flight attendant the opportunity to split a trip(s), if applicable, in accordance with Section 9.I. (maximizing credited flight time).

### ***Pairings Used To Illustrate The Following Leveling Claim Reduction***

#### **Scenarios #1 - #7:**

*Pairing 10000-Check-in 16:00 Pairing 15555-Check-in 05:00  
Duty Period #15+00 Duty Period #16+45  
Total Pay 5+00 Total Pay6+45  
Pairing 20000-Check-in 17:00 Pairing 25555-Check-in 06:30  
Duty Period #15+00 Duty Period #14+30  
Duty Period #25+00 Duty Period #27+30  
Total Pay10+00 Total Pay12+00*

*Pairing 30000-Check-in 15:00 Pairing 35555-Check-in 08:00  
Duty Period #15+15 Duty Period #17+00  
Duty Period #25+25 Duty Period #27+00  
Duty Period #34+30 Duty Period #37+00  
Total Pay15+10 Total Pay21+00*

*Pairing 40000-Check-in 20:50 Pairing 45555-Check-in 08:00  
Duty Period #14+30 Duty Period #16+30*

*Duty Period #24+30 Duty Period #27+30  
Duty Period #36+30 Duty Period #37+30  
Duty Period #44+30 Duty Period #44+30  
Total Pay20+00 Total Pay26+00*

**Scenario #1:**

Date Sue (Sen. #7500) Dave (Sen. #7555) Joe (Sen. 07600)  
27th Pass a.m. 1-day 20000-dp #140000-dp #1  
28th No trip offered 20000-dp #240000-dp #2  
29th No trip offered No trip offered40000-dp #3  
30thth No trip offered No trip offered40000-dp #4  
27th:Sue Offered pairings 20000, 25555, 30000, 35555 &  
40000. She passes for an a.m. (0600 - 1159) 1-day.

Dave Offered pairings 20000, 25555, 30000, 35555 & 40000.  
He accepts pairing 20000, which originates on the 27th.

Joe Offered pairings 25555, 30000, 35555 & 40000.He  
accepts pairing 40000, which originates on the 27th.

*Note: No other pairings offered at this seniority level on the  
28th, 29th, or 30th.*

**Effect On Claim:**

Sue Leveling claim reduced by 9+00 (pairing 40000, dp 1 &  
2).(Note: A 2-day pairing is the fewest amount of days offered  
on the 27th.A two (2) day reduction applies because the pass  
was not broken by a flying activity. When applying the two (2)  
day reduction, pairing 40000 is selected because it impacts  
Sue's leveling claim by the least amount.)

Dave No effect on leveling claim.

Joe No effect on leveling claim.

**Scenario #2:**

Date Sue(Sen.#7500) Dave(Sen.#7555)Joe(Sen. #7600)  
27th Pass any 1-day30000-dp #120000-dp #1  
28th Pass any 1-day30000-dp #220000-dp #2  
29th 15555-dp #130000-dp #320000-dp #1  
30th 15555-dp #1 No trip offered20000-dp #2

27th: SueOffered pairings 20000 & 30000.She passes for any  
(no time preference) 1-day.

Dave Offered pairings 20000 & 30000.He accepts pairing  
30000, which originates on the 27th.

Joe Offered pairinas 20000.He accepts pairina 40000. which

originates on the 27th.

28th: Sue Offered pairings 25555, 35555 & 45555. She passes for any (no time preference) 1-day.

Dave Flying.

Joe Flying.

29th: Sue Offered pairings 15555, 20000, 40000 & 45555. She accepts pairing 15555, which originates on the 29th.

Dave Flying.

Joe Offered pairings 20000, 40000 & 45555. He accepts pairing 20000, which originates on the 29th.

30th: Sue Offered and accepts pairing 15555 which originates on the 30th.

Dave No trip offered.

Joe Flying.

#### **Effect On Claim:**

Sue Leveling claim reduced by 10+00 (pairing 20000, dp 1 & 2). (Note: A 2-day pairing is the fewest amount of days offered on the 27th. A two (2) day reduction applies because the pass was not broken a flying activity. When applying the two (2) day reduction, pairing 20000 is selected because it impacts Sue's leveling claim by the least amount.)

Dave No effect on leveling claim.

Joe No effect on leveling claim.

#### **Scenario #3:**

Date Sue(Sen.#7500) Dave(Sen.#7555) Joe(Sen. #7600)

27th Pass p.m. 4-day 35555-dp #1 45555-dp #1

28th No trip offered 35555-dp #2 45555-dp #2

29th 40000-dp #1 35555-dp #3 45555-dp #3

30th 40000-dp #2 Going into day off 45555-dp #4

27th: Sue Offered pairings 15555, 25555, 35555 & 45555. She passes for a p.m. (1800-2359) 4-day.

Dave Offered pairings 15555, 25555, 35555 & 45555. He accepts pairing 35555, which originates on the 27th.

Joe Offered pairings 15555, 25555 & 45555. He accepts pairing 45555, which originates on the 27th.

28th: Sue No trip offered.

Dave Flying.

Joe Flying.

29th: Sue Offered and accepts pairing 40000 which originates on the 29th.

Dave Flying.

Joe Flying.

30th: Sue Flying (This trip goes into her day off).

Dave Offered pairings 10000, 20000, 30000 & 40000. Not available for trips into his day off.

Joe Flying.

**Effect On Claim:**

Sue Leveling claim reduced by 6+45 (pairing 15555). (Note: The fewest amount of days offered on the 27th was a 1-day trip. A one (1) day reduction applies and pairing 15555 is selected because it impacts Sue's leveling claim by the least amount.)

Dave No effect on leveling claim.

Joe No effect on leveling claim.

**Scenario #4:**

Date Sue (Sen.#7500) Dave(Sen.#7555) Joe(Sen.#7600)  
27th Pass p.m. 4-day 30000-dp #1 15555-dp #1  
28th 40000-dp #1 30000-dp #2 30000-dp #1  
29th 40000-dp #2 30000-dp #3 30000-dp #2  
30th 40000-dp #3 Going into day off 30000-dp #3

27th: Sue Offered pairings 10000, 15555, 20000, 25555 & 30000. She passes for a p.m. 4-day.

Dave Offered pairings 10000, 15555, 20000, 25555 & 30000. He accepts pairing 30000, which originates on the 27th.

Joe Offered pairings 10000, 15555, 20000 & 25555. He accepts pairing 15555, which originates on the 27th.

28th: Sue Offered pairings 15555, 25555, 35555 & 40000. She accepts pairing 40000, which originates on the 28th and goes

into her day off.

Dave Flying.

Joe Offered pairings 15555, 25555, & 30000.He accepts pairing 30000, which originates on the 28th.

29th:Sue Flying.

Dave Flying.

Joe Flying.

30th: Sue Flying into her day off.

Dave Offered pairings 10000 & 2000.Not available for trips into his day off.

Joe Flying.

#### **Effect On Claim:**

Sue Leveling claim reduced by 4+30 (pairing 25555).(Note: The fewest amount of days offered on the 27th was a 1-day pairing. The pass on the 27th is interrupted by flying activity beginning on the 28th.A one (1) day reduction applies and pairing 25555 is selected because it impacts Sue's leveling claim by the least amount.)

DaveNo effect on leveling claim.

JoeNo effect on leveling claim.

#### **Scenario #5:**

Date Sue (Sen.#7500)Dave (Sen.#7555) Joe (Sen.#7600)  
27th Pass any 1-day30000-dp #140000-dp #1  
28th 10000-dp #130000-dp #240000-dp #2  
29th Pass any 1-day30000-dp #3 40000-dp #3  
30th 15555-dp #1Going into day off40000-dp #4

27th: Sue Offered pairings 20000, 30000 & 40000. She passes for any (no time preference) 1-day.

Dave Offered pairings 20000, 30000 & 40000. He accepts pairing 30000, which originates on the 27th.

Joe Offered pairings 20000 & 40000.He accepts pairing 40000, which originates on the 27th.

28th: Sue Offered pairings 10000, 25555 & 35555. She

accepts pairing 10000, which originates on the 28th.

Dave Flying.

Joe Flying.

29th: Sue Offered pairings 25555, 35555 & 45555. She passes for any (no time preference) 1-day.

Dave Flying.

Joe Flying.

30th: Sue Offered pairings 15555, 10000 & 20000. She accepts pairing 15555, which originates on the 27th.

Dave Offered pairings 10000 & 20000. Not available for pairings into his day off.

Joe Flying.

#### **Effect On Claim:**

Sue Leveling claim reduced by 9+00 (pairing 40000 dp 1 & 25555 dp 1). (Note: The pass on the 27th is interrupted by flying activity on the 28th. A one (1) day reduction applies for this pass and pairing 40000 is selected because it impacts Sue's leveling claim by the least amount. The pass on the 29th is interrupted by flying activity on the 30th. A one (1) day reduction applies for the second pass and pairing 25555 is selected because it impacts Sue's leveling claim by the least amount.)

Dave No effect on leveling claim.

Joe No effect on leveling claim.

#### **Scenario #6:**

Date Sue (Sen. #7500) Dave (Sen. #7555) Joe (Sen. #7600)  
27th OPR (0500-0900) 30000-dp #1 40000-dp #1  
28th 10000-dp #1 30000-dp #2 40000-dp #2  
29th OPR (1200-1600) 30000-dp #3 40000-dp #3  
30th 15555-dp #1 Going into day off 40000-dp #4

27th: Sue Offered pairings 20000, 30000, 40000 & OPR (0500-0900). She accepts OPR on the 27th but does not fly.

Dave Offered pairings 20000, 30000 & 40000. He accepts pairing 30000, which originates on the 27th.

Joe Offered pairings 20000 & 40000. He accepts pairing

40000, which originates on the 27th.

28th: Sue Offered pairings 10000, 25555 & 35555. She accepts pairing 10000 which originates on the 28th.

Dave Flying.

Joe Flying.

29th: Sue Offered pairings 25555, 35555, 45555 & OPR. She accepts OPR (1200-1600) the 29th. As an OPR she indicated her preference as a 1-day but did not fly. Note: If scheduling was assigning trips, per Section 11.I.G.4.a., Sue could have been assigned into her days off. An assignment of up to three days would be legal. In this case, days off could be involved. If so, the day(s) would not be replaced because Sue choose OPR and therefore was available for the 3-day prototype trip.

Dave Flying.

Joe Flying.

30th: Sue Offered pairings 15555, 10000 & 20000. She accepts pairing 15555, which originates on the 30th.

Dave Offered pairings 10000 & 20000. Not available for pairings into his day off.

Joe Flying.

#### **Effect On Claim:**

Sue No effect on leveling claim.

Dave No effect on leveling claim.

Joe No effect on leveling claim.

#### **Scenario #7:**

Date Sue (Sen.#7500) Dave(Sen.#7555) Joe(Sen.#7600)  
27th Pass a.m. 1-day 45555-dp #1 35555-dp #1  
28th 15555-dp #1 45555-dp #2 35555-dp #2  
29th OPR (0500-0900) 45555-dp #3 35555-dp #3  
30th OPR (0500-0900) 45555-dp #4 Split Trip

27th: Sue Offered pairings 25555, 35555, & 45555. She passes for an a.m. 1-day. No 1-day offered on the 27th; however, she was assigned central duty but does not fly.

Dave Offered pairings 25555, 35555 & 45555. He accepts

pairing 45555, which originates on the 27th.

Joe Offered pairings 25555 & 35555.He accepts pairing 35555, which originates on the 27th.

28th: Sue Offered pairings 15555, 25555 & 35555.She accepts pairing 15555, which originates on the 28th.

Dave Flying.

Joe Flying.

29th: Sue Offered pairings 25555, 35555, 45555 & OPR (0500-0900).She accepts OPR on the 29th.As an OPR she indicated her preference as a 1-day but did not fly. Note: If scheduling was assigning trips, per Section 11.1.4.a., Sue could have been assigned into her days off. An assignment of up to three days would be legal. In this case, days off could be involved. If so, the day(s) would not be replaced because Sue chooses OPR and therefore was available for the 3-day prototype trip.

Dave Flying.

Joe Flying.

30th: Sue Offered pairings 20000, 30000, 35555, 40000, and OPR (0500-0900). She accepts OPR on the 30th.As an OPR she indicates her preference as a 1-day and is awarded 15555.Note: If scheduling was assigning trips, per Section 11.1.4.a., Sue could have been assigned into her days off. An assignment of up to three days would be legal. In this case, days off could be involved. If so, the day(s) would not be replaced because Sue chooses OPR and therefore was available for the 3-day prototype trip.

Dave Flying.

Joe Offered pairings 20000, 30000, 35555 & 40000.The Crew Scheduler offers Joe the opportunity to split pairing 35555 because it comes through the flight attendant's base and would check-out before 15:00.He accepts the split trip worth 5+00.(Note: If Joe passed the split trip he was offered his leveling would be reduced by 5+00.)

#### **Effect On Claim:**

Sue Leveling claim reduced by 4+30 (pairing 25555, dp 1).Note: A one day reduction applies because the pass was broken by a flying activity on the 28th.When applying the reduction, pairing 25555 is selected because it impacts Sue's leveling claim by the least amount.

Dave No effect on leveling claim.

Joe No effect on leveling claim.

**L. Temporary Duty Assignment (TDY) (Also see the contract clarification "Must Ride" travel authorization for TDY Reserves [HERE](#))**

1. Determination and Duration of Temporary Duty

If the Company determines that additional reserve flight attendants are required to meet the flying requirements in a domicile, the Company will announce such temporary duty vacancies for bid/assignment among reserve flight attendants at other domiciles where the Company has determined that reserve flight attendants are available to cover such temporary duty. Such TDY vacancies may be for a duration of one (1) week, two (2) weeks or a full bid month. One (1) week or two (2) week TDY may be offered/assigned whenever needed.

2. Limits to Award/Assignment

a. Temporary duty vacancies will be for reserve positions only.

b. Such vacancies will be available for bid by reserve flight attendants only and will be awarded in accordance with Section 16 (Seniority).

c. In the event of insufficient bidders, temporary duty may be assigned in inverse seniority order to reserve flight attendants from the domicile designated by the Company in accordance with Section 16 (Seniority), except that no reserve flight attendant may be assigned to temporary duty for:

(1) Two (2) consecutive months.

(2) More than two (2) months in any twelve (12) consecutive months.

d. As an exception to Paragraph c. (2) above, when all reserve flight attendants have been assigned on two (2) occasions in any twelve (12) consecutive months and when operational needs require additional one (1) week, two (2) week or full bid month TDY assignments, the Company may reassign such reserve flight attendants in inverse order of seniority.

e. A reserve flight attendant with a vacation period that overlaps a TDY period may not be awarded TDY nor assigned to TDY during such period.

3. A reserve flight attendant awarded/assigned to temporary duty will receive allowances as follows:

- a. Acceptable hotel facilities for the duration of his/her temporary duty.
- b. Meal expenses for the TDY period commencing one (1:00) hour prior to departing from his/her home domicile and continuing until fifteen (:15) minutes after arrival at his/her domicile.
- c. Rental car.
- d. Reasonable expenses eligible for reimbursement by the Company during a temporary duty assignment (per Section 4.D.1.) shall include: telephone access fees and one (1) long distance telephone call per day from the TDY hotel facility to a party of the flight attendant's choosing - not to exceed five (:05) minutes.

#### 4. Pay and Credit

- a. A reserve flight attendant voluntarily awarded temporary duty will receive the following:

- (1) Deadhead pay and credit to and from his/her temporary duty.

- (2) Pay and duty rig credit as if based in the TDY domicile.

- (3) Monthly pay guarantee equal to his/her regular applicable monthly guarantee, plus five (5:00) additional hours for each week awarded TDY, to a maximum of twenty (20:00) additional hours for a full bid month, but in no event greater than his/her applicable monthly maximum.

- (4) In the event a one- (1) week or a two- (2) week temporary duty assignment period spans a monthly transition, the additional guarantee shall be prorated on a daily basis.

- b. A reserve flight attendant involuntarily assigned temporary duty will receive the following:

- (1) Deadhead pay and no credit to and from his/her temporary duty.

- (2) Pay and duty rig credit as if based in the TDY domicile.

- 3) Monthly pay guarantee equal to his/her regular applicable monthly guarantee, plus five (5:00) additional hours for each week assigned TDY, to a maximum of twenty (20:00) additional hours for a full bid month, but in no event greater than his/her applicable

monthly maximum.

(4)(a) Two (2) inviolable day periods of four (4) days each free from all duty with crew movement authorization to and from the flight attendant's home domicile for a full bid month TDY assignment.

(b) Two (2) inviolable days free from all duty with crew movement authorization to and from the flight attendant's domicile for a TDY assignment of two (2) weeks. Such inviolable days will be in addition to his/her regularly scheduled inviolable six (6) days provided the regularly scheduled periods of inviolable days falls completely outside of the TDY assignment. A reserve flight attendant with a regularly scheduled inviolable day period that would overlap a one (1) week TDY assignment will not be considered available for such assignment.

(c) Such inviolable days in sub-paragraphs (a) and (b) above will be considered part of the flight attendant's eleven (11) days off per month.

#### 5. Exceptions:

a. As an exception to Section 16 (Seniority), a reserve flight attendant serving temporary duty will be considered junior to all flight attendants in the domicile of the temporary duty for trip assignment and bidding purposes.

b. As an exception to Section 18 (Filling of Vacancies), a reserve flight attendant serving temporary duty would not be considered to be placed on the roster for such domicile until the first day of the month of such temporary duty.

c. As an exception to this Section, a reserve flight attendant who is awarded/assigned temporary duty for a full bid month will receive some or all of his/her required days free of duty at other than his/her domicile.

d. Notwithstanding paragraph b. above:

(1) A reserve flight attendant who is awarded/assigned temporary duty for a one (1) or a two (2) week period shall receive all of his/her non-inviolable days free of duty on mutually agreeable dates at his/her domicile, either before or after, but not during the period of his/her temporary duty assignment.

(2) A reserve flight attendant who is awarded/assigned temporary duty for a two (2) week period shall have the option to move any or all of his/her inviolable days free of duty to mutually agreeable dates at his/her domicile, either before or after, but not during the period of his/her temporary duty assignment.

e. As an exception to this Section, a reserve flight attendant who is awarded/assigned temporary duty may not fly or stand by for flight assignments in his/her domicile while on such TDY assignment.

#### 6. Out-of-Domicile Single Trip Assignment

If it is determined that reserve coverage at another domicile is temporarily inadequate, the Company may award or assign an individual trip from the domicile that is short to a reserve flight attendant from another domicile. Crew Scheduling will offer such out of domicile trip to reserve flight attendants in seniority order. On-duty time for purposes of scheduling legalities, credited flight time and meal expenses shall begin to accrue in the reserve flight attendant's home domicile, one (1:00) hour before scheduled departure and shall continue until fifteen (:15)minutes after his/her arrival back at his/her home domicile, or until actual release time, whichever is later.

7. The Company will be responsible for maintaining current records of all flying assigned to reserve flight attendants on temporary duty assignment. Such records will be kept accessible to all reserve flight attendants in the domicile out of which the TDY assignments have been flown.

## SECTION 12

### INTERNATIONAL FLYING

A. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to international flying, except as specifically modified in this Section.

B. International Hours of Service

1. "International On-Duty Time" shall be defined as the time at which a flight attendant is required to report for duty one hour and thirty (1:30) minutes prior to scheduled departure and continuing until such flight attendant is released from duty thirty (:30) minutes after block-in time of the last flight segment, or scheduled arrival, or actual release time, whichever is later.

2. International Duty Limitations:

a. Transoceanic Operations:

(1) A duty period containing a transoceanic flight segment as defined in Section 2.Q. shall be limited to a transoceanic segment only or to a transoceanic segment plus one (1) additional segment. A flight attendant who is awarded/assigned to an International Transoceanic Domicile shall only be eligible to fly international transoceanic trips.

(2) On-Duty Limitations:

(a) A transoceanic international trip operating with an international relief officer (IRO) may be scheduled for an on-duty period of fourteen (14:00) hours with an actual maximum on-duty period of sixteen (16:00) hours, provided such on-duty period contains no more than two (2) flight segments.

(b) A transoceanic international trip operating without an international relief officer (IRO) may be scheduled for an on-duty period of thirteen (13:00) hours with an actual maximum on-duty period of fifteen (15:00) hours, provided such on-duty period contains no more than two (2) flight segments.

(3) Paragraphs B.2.a(1) B.2.a. above are subject to modification in accordance with Section 10.L.

b. Non-Transoceanic International Duty Period:

Non-transoceanic international flying or a combination of domestic and non-transoceanic international flying shall be scheduled in accordance with the following:

(1) A flight attendant shall not be scheduled or rescheduled for a duty period nor shall he/she reschedule himself/ herself for a duty period of more than fourteen (14:00) hours.

(a) Trips which involve a portion of the on duty hours 0100 to 0500 shall be limited to twelve (12:00) hours.

(b) Trips which include all the on duty period between the hours of 0100 and 0500 shall be limited to ten (10:00) hours. However, trips which include all of the on duty period between the hours of 0100 and 0500 and have a "rest period" of at least four (4:00) hours shall be limited to fourteen (14:00) hours. Such trip shall not be incorporated in any other trip or series of trips and the flight attendant shall not be rescheduled during this duty period.

(c) A flight attendant will not be required to remain on duty more than fifteen (15:00) hours.

(d) A non-transoceanic international flight requires a report for duty of one hour and thirty (1:30) minutes prior to scheduled departure and thirty (:30) minutes for check-out. See table below for examples:

Report Release	For Duty From Duty	Routing Path
	1:30 :30	CLT-SJU-CLT
	1:30 :15	CLT-SJU-CLT-PIT-CLT
	1:00 :15	PIT-CLT-SJU-CLT-PIT
	1:00 :30	PIT-CLT-NAS-CLT-(R.O.N.)

3. International Rest:

a. An on-duty period containing a transoceanic flight segment must be preceded by an off-duty period of not less than the rest hours indicated in the table below.

b. Notwithstanding Paragraph B.3.a. above, a reserve flight attendant in his/her domicile may elect to have an off-duty period of sixteen (16:00) actual hours, block to block, preceding and following an on-duty period which contains a transoceanic flight segment.

c. An on-duty period which contains a non-transoceanic international flight segment(s) must be preceded by an off-duty period scheduled in accordance with the table below.

	Dom/ Dom	Dom/ NTI (1)	NTI or TI/Dom (2)	NTI or TI/NTI (3)	Dom/ TI	NTI or TI/TI (4)
Home	9:00/	9:00/	9:00/	9:00/	14:00/	14:00/
Domicile	10:15	10:45	10:30	11:00	15:45*	16:00*
Sch Short	8:30/	8:30/	8:30/	8:30/	14:00/	14:00/
Duty Pd	9:45	10:15	10:00	10:30	15:45	16:00
Act Short	8:00/	8:00/	8:00/	8:00/	14:00/	14:00/
Duty Pd	9:15	9:45	9:30	10:00	15:45	16:00
Sch Long	9:45/	9:45/	9:45/	9:45/	14:00/	14:00/
Duty Pd	11:00	11:30	11:15	11:45	15:45	16:00
Act Long	8:30/	8:30/	8:30/	8:30/	14:00/	14:00/
Duty Pd	9:45	10:15	10:00	10:30	15:45	16:00

[Dom =  
Domestic]

[NTI = Non-  
transoceanic  
International]

[TI =  
Transoceanic  
International]

[/ = to] [Duty  
Break/Block to  
Block]

[\* Section  
10.E.1.b.  
applies]

(1) Except DOM/NTI with domestic leg at end of first duty period and domestic leg at beginning of second duty period in which case DOM/DOM rest would apply.

EX: CLT/PHL/PIT, rest, PIT/CLT/SJU/CLT

(2) Except NTI or TI/DOM with domestic leg at end of first duty period and domestic leg at beginning of second duty period in which case DOM/DOM rest would apply

EX: CLT/SJU/CLT/PIT, rest, PIT/PHL/PIT

EX: LGW/BWI/PIT, rest, PIT/PHL/PIT

(3) (a) Except NTI or TI/NTI with a domestic leg at end of first duty period and international leg at beginning of second duty period in which case DOM/NTI rest would apply.

EX: CLT/SJU/MIA/CLT, rest, CLT/SJU/CLT

EX: LGW/BWI/CLT, rest, CLT/SJU/CLT

(b) Except NTI/NTI with an international leg at end of first duty period and domestic leg at beginning of second duty period in which case NTI or TI/DOM rest would apply.

EX: CLT/SJU/CLT, rest, CLT/MIA/SJU/CLT

(4) Except NTI or TI/TI with a domestic leg at end of first duty period and international leg at beginning of second duty period in which case DOM/TI rest would apply.

EX: CLT/SJU/MIA/CLT, rest, CLT/LGW

EX: LGW/BWI/PIT, rest, PIT/LGW

d. It is intended that a flight attendant, at his/her option, may waive the scheduling provisions of Paragraphs B.3.a.-c. above at his/her domicile subject to flight time limitations of Section 10.D. and 10.E.

4. The thirty/thirty-five block hours (30:00/35:00) in seven (7) consecutive days rule (Section 10.G.):

a. Shall not be applicable to a lineholder flying exclusively transoceanic international trips.

Example: A lineholder flying all transoceanic international trips may exceed 35 block hours in 7 days:

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
off	2001	--->	--->	2001	--->	--->	2001	--->	--->
		FRA	FRA		FRA	FRA		FRA	FRA
blk:	8:10	0:00	9:04	8:10	0:00	9:04	8:10	0:00	9:04

b. Shall be applicable to a lineholder who flies a domestic non-transoceanic trip after completing a transoceanic international trip.

Example: A lineholder flying a transoceanic international trip followed by a domestic non-transoceanic trip may not exceed 35 block hours in 7 days, therefore, this example would not be legal:

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
off	2001	--->	--->	Off	5025	--->	--->	off	off
		FRA	FRA			IND	BUF		
blk:	8:10	0:00	9:04		7:30	7:30	7:00		

c. Shall not be applicable to a lineholder who flies a transoceanic international trip after completing a domestic non-transoceanic trip.

Example: A lineholder flying a domestic non-transoceanic trip followed by a transoceanic international trip may exceed 35 block hours in 7 days, therefore, this example would be legal:

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
off	5025	--->	--->	Off	2001	--->	--->	off	off
		IND	BUF			FRA	FRA		
blk:	7:30	7:30	7:00		8:10	0:00	9:04		

d. Shall be applicable to a reserve flight attendant. Therefore, a reserve flight attendant may not be assigned any combination of transoceanic international and/or domestic non-transoceanic trips, which would cause him/her to exceed thirty block hours (30:00) in a seven (7) day period. However, at his/her option, a reserve flight attendant may voluntarily waive this thirty/thirty-five (30/35) block hours in seven (7) protection to fly a transoceanic international trip(s).

e. Notwithstanding Paragraph B.4.d. above, a reserve flight attendant in the ITD may be assigned transoceanic international flying which would cause him/her to exceed thirty block hours (30:00) in a seven (7) day period only for the purpose of preventing an international transoceanic flight from being dispatched with less than the full complement of flight attendants (i.e., no other reserve flight attendant is available for duty in that ITD who could be assigned the trip without exceeding thirty block hours (30:00) in a seven (7) day period). Such assignment will be made to the most junior flight attendant available under the provisions of this Paragraph. However, under no circumstances

will the provisions of this Paragraph be used to require a reserve flight attendant to exceed, in any combination of voluntary or assigned flying, two (2) trips back-to-back.

Example: A reserve flight attendant may not be assigned the following combination of transoceanic international trips because it exceeds 30 block hours in 7 days, unless as specified above. However, a reserve flight attendant may voluntarily accept such assignment:

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
off	2001	--->	--->	2001	--->	--->	2001	--->	--->
		FRA	FRA		FRA	FRA		FRA	FRA
blk:	8:10	0:00	9:04	8:10	0:00	9:04	8:10	0:00	9:04

f. In no case shall a reserve flight attendant be assigned a transoceanic international trip followed by a domestic non-transoceanic trip that would cause him/her to be scheduled to exceed thirty block hours (30:00) in a seven (7) day period. At his/her option, a reserve flight attendant may voluntarily accept such a trip combination, provided it is not scheduled to exceed thirty-five block hours (35:00) in seven (7) days.

Example: A reserve flight attendant assigned to a transoceanic international trip may not then be assigned a domestic non-transoceanic trip which would cause him/her to exceed 30 block hours in 7 days, therefore, this example would not be legal:

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Off	2001	--->	--->	Off	5025	--->	--->	Off	Off
		FRA	FRA			IND	BUF		
blk:	8:10	0:00	9:04		7:30	7:30	7:00		

g. Non-transoceanic international lines shall be constructed in the same manner as the pilots. However, ITD lines for flight attendants shall not include any non-transoceanic international flying.

C. International Lines of Flying:

1. International lines of flying shall be constructed in accordance with Section 9.B. of this Agreement.

2. Should a non-transoceanic international line of flying be built in excess of eighty-five (85:00) hours, a flight attendant may elect to drop one (1) trip from his/her line in order to reduce the monthly projection below eighty-five (85:00) hours, provided it is not the last trip of the month. A flight attendant electing to drop one (1) trip will have his/her monthly obligation reduced to a projection of eighty-five (85:00) credited hours and therefore must trip improve during the month back to eighty-five (85:00) hours. However, the flight attendant will not have to "touch" the dropped trip in order to trip improve back to eighty-five (85:00) hours. This provision does not apply to a flight attendant on the fifty-five, seventy-five, ninety-five or one hundred five hour (55:00/ 75:00/ 95:00/ 105:00) option, as such trip improvement guidelines are covered under Section 10.C. of this Agreement.

D. General

1. International Premium Pay Protection:

When an international premium(s) is paid to another flight crew member for any domestic segment of a transoceanic international trip or any domestic trip originally scheduled in an international line, the applicable international premium will also be extended to the a flight attendant at the applicable rate(s) as set forth in this Agreement.

2. International Crew Rest Seats

a. On international flights of seven (7) or more scheduled hours, a flight attendant may use an available coach seat to take a rest break during the course of the flight.

b. The senior flight attendant will coordinate with other members of the flight attendant crew to schedule breaks in order to insure such breaks do not detract from or lower the standard of our service to passengers.

c. Flight Attendants occupying crew rest seats will be permitted to sleep, to eat, to watch video, to read, etc., during their designated breaks.

d. On international flights of seven (7) or more scheduled hours, flight attendants will be afforded crew rest in seats which shall meet the following parameters:

- (1) For flight attendant crew rest only
- (2) Placarded
- (3) Reclining seats of the type provided to passengers in that class of service, with individual reading lights and air vents
- (4) In the non-smoking section
- (5) Curtained
- (6) Crew rest will be located as follows:

A330: Seats A, B, G and H at the 3L/3R exit;

B767: Seats C, D and E in the last row of the B zone or the C zone.

3. Deadheading:

a. A flight attendant will not be required to deadhead in uniform on a transoceanic flight, provided the standard dress code requirement for employee travel is complied with.

b. Flight attendants who are required to deadhead on a US Airways International/ Transoceanic flight will be booked in coach class. However, flight attendants who are required to deadhead on a US Airways Transoceanic flight for the purpose of covering an open position may stand by for upgrade to Business/ Envoy Class, if available, on a space available basis. All deadheading Flight Attendant reservations will be booked as non-smoking.

#### 4. Passports

The Company will reimburse a flight attendant for the cost of passports, passport renewal, passport photos, visas, inoculations and the charge for expediting service for passports and visas in those domiciles where passports and visas may be required. Any other associated expenses will be reviewed on an individual basis.

#### 5. Inflight Attire:

A flight attendant on an international flight will wear the same uniform as a flight attendant on a domestic flight, unless otherwise mutually agreed between the Company and the Association.

#### 6. Hostilities:

The Company will notify the MEC President or designee promptly upon receipt of information regarding hostilities and/or political disruptions which may present danger to the safety of flight attendants at stations into which they are required to fly. At the request of the MEC President or designee, the Company will meet and review the impact of such hostilities and/or disruptions on flight attendants.

#### E. Foreign Domicile

1. The Company will give the Union at least ninety (90) days written notice of its intent to open a foreign domicile. Foreign domicile positions will be available for bid and awarded by system seniority. Flight attendants awarded and/or assigned to foreign domiciles shall be covered by all terms of the Agreement and the Railway Labor Act. The Company shall not claim in any arbitration or court proceeding that the flight attendants are not covered by the Agreement and the Railway Labor Act.

#### 2. Foreign Domicile Allowance

In the event the Company seeks to establish a flight attendant domicile in a foreign station, the parties recognize that the establishment of a foreign crew domicile raises important issues of housing allowances, tax protection, cost of living differentials, currency exchange rates, and other matters, which are extremely technical. Therefore, in view of the importance of such issues to flight attendants who may consider submitting bids for a foreign domicile, the parties agree:

a. To mutually explore elements to be included in a Foreign Domicile Allowance, taking into consideration the experience of other flight attendant groups.

b. That if possible, a Foreign Domicile Allowance, to include the agreed elements will be mutually agreed to prior to the posting of a domicile bid for such foreign domicile. In the event of failure to agree, the issue will be decided by expedited interest arbitration. The arbitrator will be selected by the alternate striking method from a list of five provided by the NMB.

c. That the Foreign Domicile Allowance, once established, will be retroactive and will be updated regularly to account for changed conditions.

F. International Transoceanic Domiciles

1. All provisions of this Agreement which have not been specifically altered by this Section 12.F. shall remain in full force and effect for the duration of the International Transoceanic Domicile(s).

2. All references to the International Transoceanic Domiciles (ITD's) in this Paragraph F shall be understood to mean the separate and distinct ITDs in Boston, Charlotte, Philadelphia and Pittsburgh.

3. Bid

a. The bid for ITD vacancies shall be for a period of twelve (12) months commencing on January 1 of each year, unless the Operation is terminated at the respective domicile prior to the conclusion of the twelve (12) month commitment period. Vacancies that become available subsequent to the initial bid but prior to the conclusion of the initial twelve (12) month commitment period shall be filled only for the duration of the initial twelve (12) month period or until the flight attendant originally awarded an ITD vacancy returns to the Operation. Such vacancies shall be processed in the same manner as a normal transfer. Should an ITD be extended beyond the initial twelve (12) month period, bids will be posted and awarded in the same manner as provided for in the initial twelve (12) month period. The bid for ITD vacancies shall be coordinated with Section 10.C.9.b., "Bidding For Options". In the event an ITD is terminated, a flight attendant in the ITD shall return to regular flying in his/her respective domicile.

b. With the exception of a LOD/O flight attendant who has fulfilled his/her applicable minimum LOD/O commitment period in accordance with paragraph 5(c) below, a flight attendant awarded or assigned to an ITD vacancy may not transfer to a domestic domicile prior to the completion of his/her twelve (12) month commitment period. A flight attendant awarded or assigned to an ITD vacancy may transfer to another ITD prior to the completion of his/her twelve (12) month commitment period.

c. Should the Company commence flying to a new transoceanic international destination or increase frequency between two current city pairs after the award of the ITD bids, a supplemental bid will be posted. Such bid will announce the number of anticipated lineholder, reserve, and, if applicable,

LOD/O positions available for bid. Such bid will be processed and awarded in the same manner as the regular ITD bid.

4. Vacancies in the applicable ITD will be filled in accordance with the Basic Agreement. ITD vacancies shall be posted for at least fifteen (15) days before the closing date of such bid. The posting shall reflect the approximate number of lineholder and reserve vacancies that are anticipated for each ITD and shall include all other pertinent information known by the Company regarding the duties, responsibilities and working conditions of flight attendants bidding into the ITD. The ITD bid results and option awards shall be posted in all domiciles within forty-eight hours (48:00) of the designated bid closing time. A flight attendant(s) who is awarded an ITD transfer in accordance with paragraph 3 above shall be notified via CBS.

5. In order to be considered an eligible bidder, a flight attendant must attend required training for the ITD on the dates such training has been scheduled. Notwithstanding the above, if a flight attendant is unable to attend such training, such flight attendant will be scheduled for different training dates. If the flight attendant completes training prior to the start of the bid period, he/she shall be eligible for international premium pay at the start of the bid period. If the flight attendant is available to attend training prior to the start of the bid period but the Company cannot offer training prior to the start of the bid period, such flight attendant will be eligible for international premium pay for the domestic flying he/she does after the start of the bid period. If the flight attendant is not available to attend training until after the start of the bid period, he/she may be required to fly domestic until awarded / assigned international flying, and he/she shall be eligible for international premium pay after the earlier of the completion of training or the sixteenth (16<sup>th</sup>) day after becoming available to attend training.

a. A flight attendant participating in a Language of Destination/Origin (LOD/O) program on the start-up date of the ITD who is qualified for a language that is not applicable to transoceanic flight(s) conducted from such ITD shall not be considered "available" pursuant to this paragraph; however, a flight attendant who is dual language qualified (i.e., German/Spanish, French/Spanish, etc.) will be eligible to bid the ITD if at least one of the languages for which he/she is qualified is applicable to transoceanic flight(s) conducted from such ITD.

b. A LOD/O flight attendant who has fulfilled his/her applicable minimum LOD/O commitment period (i.e., twelve or eighteen months) who successfully bid to an ITD LOD/O position will be required to commit to his/her LOD/O status for the same time period as outlined in Paragraph 3(a) above.

c. A LOD/O flight attendant who has fulfilled his/her applicable minimum LOD/O commitment period (i.e., twelve or eighteen months) and who is assigned to an International LOD/O position in accordance with Section 13.F.3.a may elect to bid out of the LOD/O program after providing and serving out his/her ninety (90) days notice. Such flight attendant will return to regular flying in his/her respective domicile.

- d. Failure to bid, be awarded or assigned to the ITD shall not alter a LOD/O flight attendant's remaining commitment to the LOD/O program.
  - e. A LOD/O flight attendant shall not be permitted to bid non-LOD/O flying within the ITD except as provided in Section 13.E.5.
  - f. A LOD/O flight attendant shall be required to fulfill his/her monthly obligation with LOD/O flying.
6. Bids for the ITD shall be awarded in seniority order within each ITD until a full staffing complement is reached. In the event an insufficient number of flight attendants bid for the ITD vacancies, assignments to the ITD shall be made in inverse seniority order within each domicile to those active and available flight attendants as specified in Paragraph 5 above.
  7. A flight attendant who is awarded/assigned the ITD shall only be eligible to fly International Transoceanic trips during the term of his/her commitment to the separate and distinct operations within his/her respective ITD.
  8. A flight attendant may submit a conditional ITD bid that stipulates "lineholder status only." A flight attendant who so stipulates shall not be awarded a position in the ITD if he/she would be on reserve status as a result of the initial bid. A conditional lineholder award in the initial bid does not guarantee that the flight attendant will be able to maintain a lineholder position for the duration of the bid.
  9. A flight attendant awarded/assigned a position in the ITD shall be required to successfully complete up to five (5) days of International Training service and procedure training. In addition, any such flight attendant who is not currently FAA-qualified on the Company's transoceanic aircraft shall receive the applicable training appropriate to such aircraft prior to attending International service and procedure training.
  10. As long as an ITD remains in effect, each ITD line will be staffed in accordance with Section 9.J. (Staffing). The Company may assign an appropriate number of flight attendants designated as LOD/O in accordance with Section 13 of the Basic Agreement.
  11. A flight attendant awarded/assigned the ITD may bid for the following options: a four (4) trip, a five (5) trip or a six (6) trip per month option. The procedure for electing these options shall be the same as those currently in place for electing regular flying options. A flight attendant shall indicate which option he/she is initially bidding at the time of his/her ITD bid.
  12. Lines of flying will be constructed with a maximum of five (5) trips within each ITD. However, a maximum of thirty percent (30%) of the flight attendants on the ITD seniority list may elect the six (6) trip option and a maximum of thirty percent (30%) may elect the four (4) trip option. A flight attendant awarded the six (6) trip option must make every reasonable effort to fly six (6) trips, except when dropping a trip in accordance with Paragraph 17 below.

13. A reserve flight attendant awarded/assigned the ITD shall be paid and credited a minimum monthly guarantee of seventy-one (71:00) hours and shall have a minimum monthly flying obligation of five (5) International Transoceanic trips. However, a reserve flight attendant who is awarded the four (4) trip option shall be paid and credited a minimum monthly guarantee of sixty-one (61:00) hours and shall have a minimum monthly flying obligation of four (4) International Transoceanic trips. A reserve flight attendant awarded the six (6) trip option shall be expected to make every reasonable effort to meet his/her monthly trip obligation on his/her scheduled reserve days. A reserve flight attendant in the ITD shall not be permitted to pass a International Transoceanic trip that he/she is legal to fly unless it goes into his/her day(s) off.

14. Bidding Into/Out Of An ITD

a. A flight attendant must indicate each option(s) he/she wishes to be considered for when bidding the ITD. If such option(s) is not available at his/her seniority, he/she will not be awarded a position in the ITD. A flight attendant who is awarded the ITD, but not awarded his/her first choice option, shall be deemed to have a "standing bid" for that option. If such option becomes available during the course of the ITD bid period, due to option changes, supplemental bids, etc., he/she will be awarded the desired option if it is available at his/her seniority.

b. A flight attendant in the ITD may request a hardship release from the ITD. Such release shall be at the sole discretion of the Company.

c. In the event the Company opens a new domicile or satellite domicile, an ITD flight attendant will be eligible to exercise his/her seniority to bid such domicile as if he/she were assigned to the non-ITD domicile (e.g., PHW flight attendant could bid as if he/she were assigned to PHL) and shall be awarded vacancies in accordance with their system seniority and released from their commitment to the ITD. A LOD/O flight attendant who has not fulfilled his/her applicable minimum LOD/O commitment period is covered by this Paragraph only if his/her language qualification is needed in the new domicile.

d. On completion of the ITD bid period, the flight attendant will return to his/her previously held domicile position.

15. Prior to the beginning of the month, due to any known overprojection such as a carry-over trip, vacation, or an election of the four (4) trip option, etc., a flight attendant may drop a trip(s) to reduce his/her overprojection to his/her applicable trip option (i.e., the flight attendant may drop to his/her appropriate number of trips). Overprojection adjustments for flight attendants in the ITD shall be accomplished in the same manner as provided for in Section 9.C. If SAP is not implemented in the ITD, then the overprojection adjustments for primary lines shall be accomplished by communication with Crew Scheduling. Crew Scheduling and the flight attendant shall mutually agree on the trip(s) to be dropped for secondary lines. A lineholder who elects to correct his/her overprojection in accordance with this Paragraph will be permitted to do so with the understanding that coverage requirements may dictate which trip(s) may be given up to adjust projected time.

16. Any lineholding flight attendant in the ITD shall have the option to drop one (1) trip per month to Crew Scheduling provided it is determined there is sufficient reserve coverage. Such trip drop requests shall be considered in seniority order and shall be awarded upon the closing of the Availability/Improvement List the day before such trip originates. A flight attendant who drops a trip in this manner shall be considered to have voluntarily reduced his/her flying obligation for the month and will not be permitted to pick up such time later on. This provision is intended to be used as a means of balancing reserve utilization within the ITD.

17. All lineholding flight attendant(s) in the ITD shall receive a trip guarantee. If a International Transoceanic trip cancels for any reason, the flight attendant(s) who is scheduled to fly the trip will be paid and credited for the full amount of flight time lost, inclusive of all applicable premiums provided such flight attendant(s) makes an effort to make up the lost time by using the ITD Availability/Improvement List on three (3) of his/her remaining days off that do not conflict with another originally scheduled trip. If three (3) such days are not remaining in his/her line the flight attendant(s) will not be penalized. Further, a flight attendant(s) will not be required to make himself/herself available beyond his/her last originally scheduled trip of the month or last trip of the month, whichever is earlier. If a six (6) trip option flight attendant has flown an additional trip(s) to meet his/her flying obligation prior to the cancellation, such trip(s) shall not be considered make up time.

18. A flight attendant's legalities shall be governed by the Federal Air Regulations as they apply to the pilots. In other words, a flight attendant may be assigned International Transoceanic trips in excess of thirty hours (30:00) in a seven (7) consecutive day period, provided he/she has at least a twenty-six hour (26:00 – block-to-block) period free from all duty on board the aircraft in that same seven (7) consecutive day period. All other scheduling rules in Sections 9, 10, 11, and 12 shall apply.

19. A reserve flight attendant in the ITD may be assigned temporary out-of-domicile International flying in accordance with Section 11.L (TDY).

20. A flight attendant in the ITD shall bid and be awarded vacation as follows:

- a. (1) A flight attendant in the ITD taking seven (7) or more consecutive vacation days will be entitled to pay and credit at one-half day/one-half night pay, as well as senior, international, and aft lead premiums, if applicable, in accordance with the following table:

F/A's Option	Current Seniority:
At The Time Of Daily Rate	Daily Rate
His/Her Vacation:	0-17 <sup>n</sup> Years 18 <sup>n</sup> Year & Above

4 Trip Option                    4:00 per day  
   5:00 per day

Non-Option (5 Trips)        4:30 per day  
   5:30 per day

6 Trip Option                    5:30 per day  
   6:50 per day

(2)        A flight attendant in the ITD taking less than seven (7) consecutive vacation days will be entitled to pay and credit at one-half day/one-half night pay, as well as senior, international, and aft lead premiums, if applicable, in accordance with the following table:

F/A's Option

At The Time Of

His/Her Vacation:            Daily  
Rate

4 Trip Option                    3:00  
per day

Non-Option (5 Trips)        3:30  
per day

6 Trip Option                    4:30  
per day

(3)        If a scheduled trip conflicts with a flight attendant's vacation period, such trip will automatically be dropped from the flight attendant's schedule.

b.        Effective January 1, 2001, as a result of taking two or more vacation days, a flight attendant may be underprojected up to the value of one (1) trip. Such vacation days need not be consecutive. Such under projection will make said flight attendant ineligible for the additional trip drop provided in Paragraph 15.

21. If a flight attendant's last trip of the month continues from one (1) month into the next, he/she shall fly such trip in its entirety. Such flight attendant shall have the option to select which month's trip may satisfy a trip obligation for one (1) month or the other, but not both.

22. a. No flight attendant in the ITD shall be permitted to exceed pay and credit greater than his/her applicable option amount (value of four (4) trips, five (5) trips or six (6) trips) plus the value of the applicable portion of one (1) lead-in trip and/or one (1) lead-out trip. However, in a vacation month (or in a month when training is for pay and credit) when adding the appropriate flat rate(s) to the flight attendant's applicable option requirement would cause him/her to be overprojected, such overprojection shall be considered acceptable so long as it does not cause him/her to exceed his/her applicable option by an amount that is greater than the equivalent value of one (1) complete International Transoceanic trip.

b. A flight attendant in the ITD shall be permitted to come in below his/her applicable option amount (value of four (4) trips, five (5) trips or six (6) trips) by the value of one (1) lead-in trip, if such trip is scheduled in his/her line of flying. Such underprojection will make said flight attendant ineligible for the additional trip drop provided in Paragraph 15.

23. The "A" position flight attendant shall be designated as the "Cabin Service Director" and shall be responsible for directing all in-flight service.

24. For the purposes of vacation buyback, the ITD will be considered a separate domicile.

25. The Company will make every reasonable effort to accommodate backend trip improving to increase flexibility on the ITD Availability/ Improvement List.

26. ITD reserve flight attendants' days off will begin at seventeen hundred (17:00) hours and end at seventeen hundred (17:00) hours. Accordingly, for ITD reserve flight attendants, the following references to "fifteen hundred (15:00) hours" in the Agreement shall be substituted with "seventeen hundred (17:00) hours":

**Section 7.I.**

**Section 9.D.3.**

**Section 11.A.1.a., A.3, A.6., A.7, E.3.a.(2), D.2.d., F.4, I.8, K1, K.2, K.4, page 11-7 [leveling examples]**

In addition, the reference to "seventeen hundred (17:00) hours" in Section 11.D.3.c. shall be substituted with "nineteen hundred (19:00) hours".

27. Jury Duty:

In accordance with Section 3.I., a flight attendant in the International Transoceanic division will be paid and credited the published value of all portion(s) of a trip missed due to jury duty.

28. Duty Free:

In the event the duty free commissions are not paid, flight attendants shall not be required to sell duty free items.

29. Medical Care:

Any flight attendant who becomes sick or injured while on duty away from his/her domicile shall be provided with crew movement must ride transportation back to his/her domicile. If necessary, the Company will provide and pay for RON accommodations and/or suitable ground/surface transportation until able to travel.

30. If there are any changes planned to international trip pairings, the Company will give AFA advance notification thereof, and will meet and discuss the effect(s) of such changes. However, the foregoing shall not include non-substantive changes to existing pairings, such as minor modifications to departure or arrival times.

31. Bids for the following year shall be completed prior to the award of annual vacation bids.

## **SECTION 13 LANGUAGE OF DESTINATION/ORIGIN**

A. 1. The Company will determine the number of flight attendant(s) to be required on each flight who must be qualified to speak the foreign language spoken by the majority of persons at the destination/origin of that flight. The maximum number of LOD/O flight attendants that may be required are as follows:

a. Aircraft with one hundred seventy-five (175) or more seats: one (1) LOD/O flight attendant per class of service (i.e., First, Business, and Economy as applicable), up to a maximum of three (3).

b. Aircraft with less than one hundred seventy-five (175) seats: one (1) LOD/O flight attendant.

2. A LOD/O flight attendant shall be required to exercise her/his foreign language skills on flights that require that language qualification, including when not filling a designated LOD/O position on such flights.

3. The LOD/O flight attendant will be a member of the original bid line crew complement on transoceanic equipment. Otherwise, the LOD/O flight attendant may, at Company option, be a member of the original bid line crew complement or may be considered the Supplemental flight attendant on any aircraft used for international flying. Upon mutual agreement between the Company and the MEC President, LOD/O Supplemental trips may be constructed into lines which will be created by the Flight Attendant Scheduling Committee as per the Agreement.

### **B. LOD/O Premium Pay**

1. A LOD/O flight attendant will be paid two dollars (\$2.00) an hour, prorated to the nearest minute, for each block hour flown on a flight containing an LOD/O trip segment.

2. When the Company requires more than one (1) LOD/O flight attendant on a trip, each required LOD/O flight attendant will be paid the LOD/O premium.

3. A LOD/O flight attendant, qualified in the language specified for the required LOD/O position(s), who is on the flight but not filling a required LOD/O position, will be paid one dollar and twenty-five cents (\$1.25) per hour, prorated to the nearest minute, for each block hour flown.

4. Except as noted in Paragraph B.2. and B.3. above, a LOD/O flight attendant who happens to be on the flight solely in her/his capacity as a regular flight attendant will not be required to use her/his language skills.

### **C. Qualification/Testing**

1. Entry into the LOD/O program shall be voluntary, except for persons newly hired into the program. Participation shall be limited to a flight attendant who has successfully passed a Company approved foreign language proficiency test in a domicile containing LOD/O flying. Such test shall be administered at Company expense by a language expert selected by the Company.

2. Provided the LOD/O qualification continues to be required, the Company may offer language examinations for LOD/O qualification at any time but shall do so not less than once each calendar quarter.

3. If a flight attendant fails the Company-approved proficiency test, he/she shall be given the option of re-testing within a ninety (90) day time frame. If the flight attendant fails the second proficiency test, he/she may retake the proficiency test after six (6) months.

4. A flight attendant who successfully passes the examination shall not be subject to re-testing except in instances where the Company has a good faith and reasonable belief that the language proficiency of a flight attendant has waned to the extent that the performance of her/his LOD/O duties is adversely affected. Such retesting, if required, shall be at Company expense.

5. A flight attendant who has qualified for the LOD/O program by successfully completing the required proficiency exam will be required to bid into the program no more than sixty (60) days prior to the effective date of the award. With the exception of new hires, each flight attendant who successfully passes the proficiency exam shall receive three (3:00) hours pay/no credit.

6. A flight attendant who is awarded a LOD/O bid may be required to remain in that designation for a period of twelve (12) months from the effective date of the bid period.

#### D. Education

1. The Company will, in accordance with the existing US Airways Continuing Education Assistance program, reimburse a flight attendant for foreign language courses.

2. A LOD/O flight attendant who is required by the Company to participate in language training to enhance her/his foreign language skills beyond the level required for entry into the LOD/O program shall be paid as provided in Section 3.H. Such training will be at Company expense.

#### E. Scheduling

1. a. Lines containing LOD/O flying will be awarded at the applicable base on a seniority basis as provided in Section 9. Such lines will be available for bid only at those base(s) designated by the Company.

b. Separate reserve lines for LOD/O reserve coverage will be created in accordance with the Agreement.

2. LOD/O bidding procedures will be established in accordance with the following:

The Company will designate which position(s) will be filled by LOD/O flight attendants. Such designated LOD/O position(s) shall be reserved until bid by a participating LOD/O entitled to bid in seniority order for any available line in the domicile (LOD/O or non-LOD/O) until the total number of open LOD/O lineholder and LOD/O reserve position(s) is equivalent to the total number of remaining LOD/O flight attendants in the base. At such point, only bids for the open LOD/O position(s) will be honored from among the remaining LOD/O flight attendants. In the event the remaining LOD/O position(s) is not bid, the LOD/O flight attendant(s) will be assigned the first available designated LOD/O line position or LOD/O reserve line within her/his seniority.

3. Open LOD/O flying will be covered first by a flight attendant qualified in appropriate LOD/O who has indicated on the daily Availability/Improvement List a preference for such trips in accordance with Section 9.D. In the event open LOD/O flying is not covered by such a flight attendant, the trip will be offered to the appropriate LOD/O qualified reserve flight attendant. In the event the trip still remains uncovered, it will be assigned in reverse order of seniority to LOD/O flight attendants. If such trip still remains uncovered, it will be awarded or assigned to the appropriate non-LOD/O flight attendant.

4. A LOD/O reserve flight attendant will not be considered for non-LOD/O quick call assignments, OPR or central crew scheduling duty unless all non-LOD/O reserve flight attendants have been utilized.

5. A LOD/O flight attendant bidding for non-LOD/O trips will be awarded such trips on the basis of his/her system seniority within the base provided LOD/O flying is covered.

6. Charters requiring a LOD/O flight attendant will be bid and awarded in accordance with normal charter closeout procedures and Paragraph 3 above.

7. The Company will develop a system to identify those flight attendants who have successfully qualified for the LOD/O program for reference in bid awards and trip assignments. Such system will not be used, construed, or interpreted to establish separate seniority lists or permanent position assignments. A flight attendant who has successfully qualified in more than one LOD/O category will have each LOD/O identifier likewise placed by her/his name.

8. A LOD/O flight attendant whose seniority would qualify him/her for selecting a non-LOD/O trip from the Availability/Improvement List shall never be financially disadvantaged when being restricted to fly a LOD/O trip.

#### F. General

1. A flight attendant who no longer wishes to participate in the LOD/O program shall give the Company ninety (90) days written notice, except that a sixty (60) day written notice by a flight attendant will be honored where base staffing levels, as determined by the Company, are sufficient to allow it.

2. Notwithstanding the above, a LOD/O qualified new hire flight attendant may be required to remain in the LOD/O program during his/her first eighteen (18) months of service.

3. a. Once a flight attendant has left the LOD/O program, he/she shall not be required to perform LOD/O duties, unless he/she voluntarily re-enters the program. Notwithstanding the above, in the case of a lack of qualified LOD/O flight attendants, the Company may assign the LOD/O qualified flight attendants to the LOD/O program for a period of time not to exceed ninety (90) days. Such assignment shall be made by inverse order of seniority.

b. A flight attendant involuntarily assigned into the LOD/O program in accordance with Paragraph F.3.a above shall be entitled to receive LOD/O premiums for all trips flown (LOD/O and non-LOD/O) during the period of such involuntary assignment.

G. LOD/O vacancies will be posted and filled in accordance with the provisions of Section 18 (Filling of Vacancies).

## SECTION 14 DEADHEADING

A. 1. a. All deadheading at Company request shall be credited as flight time and charged against the flight attendant's monthly utilization.

b. A flight attendant deadheading at Company request shall be entitled to the expense provisions as set forth in Section 4 of this Agreement and shall be furnished with crew movement authorization transportation for the trip.

2. a. In the event surface transportation is used for unscheduled deadheading, a flight attendant shall be paid and credited on the basis of the applicable travel time but in no case less than one (1:00) hour. In the event that surface transportation is used for deadheading on a scheduled basis in published trip pairings, a flight attendant shall be paid and credited on the basis of the higher of applicable flight time or actual surface time, but in no case less than one (1:00) hour. This Paragraph does not apply to deadheading between DCA/IAD as specified in Paragraph 14.B. below.

b. In the event off-line air transportation is used for deadheading, a flight attendant shall be paid and credited scheduled or actual flight time for such deadheading.

3. If a flight attendant is deadheading at the end of the month to pick up his/her trip on the first day of the following month and such deadheading would project the flight attendant over his/her monthly maximum, then such excess pay and credit shall be paid and credited in the following month.

B. The DCA domicile as defined in Section 2.F. shall, in addition to Washington National Airport (DCA), include Dulles International Airport (IAD), and shall be a common domicile. The LGA domicile as defined in Section 2.F. shall, in addition to New York LaGuardia Airport (LGA), include Newark International Airport (EWR) and John F. Kennedy International Airport (JFK), and shall be a common domicile.

1. When a flight attendant is scheduled or rescheduled out of one airport and into another airport serving the aforementioned domicile, such flight attendant will be paid and credited as specified below:

DCA – IAD	1:00
LGA – JFK	:45
EWR – JFK	2:00
EWR – LGA	1:30

Duty time will continue until the flight attendant's arrival at his/her originating airport, and such additional time shall be used in calculating his/her minimum pay and flight time credit under Sections 2.L. and 2.R. and 10.N. and 10.O.

2. A flight attendant will be entitled to meal expense set forth in Section 4.A. that may be applicable prior to the termination of the above described period.

3. In the event that transportation is not available within the limits described in Paragraph 4 below and it is anticipated that such transportation will not be available for a period in excess of four (4:00) hours, lodging shall be provided in accordance with Section 4.B. and the provisions of Section 10.N. and 10.O. will continue until such transportation is available.

4. In the event a flight attendant's trip originates at one (1) airport and terminates at another airport at his/her domicile, said flight attendant shall be furnished transportation one (1) way between one (1) airport and the other, at his/her option. When transportation is not provided by

the Company within thirty (:30) minutes and such transportation does not leave within forty-five (:45) minutes after the flight attendant arrives at the airport and reports to the limousine pick up area, such flight attendant may use any other available means of ground transportation between one (1) airport and the other and may claim reimbursement for expenses for such transportation on the regular Company expense account form and said flight attendant shall be reimbursed therefore.

5. In the event that the DCA and IAD domiciles, or the LGA, EWR and JFK domicile, respectively, become separate and independent domiciles, as defined in Section 2.F., this provision shall cease to be effective on such date.

6. The Company shall provide paid employee parking in accordance with Section 30.D. of the Flight Attendant's Working Agreement or reasonable reimbursement for parking at each airport in the common domicile location.

C. 1. A flight attendant will not be required to deadhead in uniform on transoceanic flights provided the standard dress code requirements for employee travel are complied with.

2. A flight attendant scheduled to deadhead on an international, transoceanic flight will be provided with a non-smoking seat, unless otherwise specifically requested by the flight attendant, in the coach/economy section of the aircraft, unless upgraded to business class in accordance with Section 12.D.3.

3. A flight attendant required to take an unscheduled deadhead on an international, transoceanic flight will be provided a non-smoking seat, if one is available, or unless otherwise specifically requested by the flight attendant, in the coach/economy section of the aircraft, unless upgraded to business class in accordance with Section 12.D.3.

D. A flight attendant shall deadhead only on certificated FAR 121 aircraft, except with consent of that individual flight attendant.

E. Scheduled deadhead boarding passes shall be prepared sufficiently in advance of scheduled departure and made available at the gate. The boarding passes delegated to the flight attendants will be selected by the flight attendants in system seniority order.

1. At the time trip pairings are constructed, the Company shall book all scheduled deadheading flight attendants in the same row, if available. However, in no case will such flight attendants be assigned to non-reclining seats. This paragraph is not intended to displace a passenger already holding a seat assignment when the scheduled deadhead seats are booked. The provisions of this paragraph shall only apply to flights on which the Company provides advance seat assignments for passengers and/or other deadheading flight crew members.

2. For deadheads that are not scheduled in advance, at the time of departure every effort shall be made to seat deadheading flight attendants in the same row of reclining seats. This paragraph is not intended to displace a passenger already holding a seat assignment or to preclude the agent from assigning a seat to a revenue passenger(s) prior to the arrival of the crew members to the gate.

## **SECTION 15 CHARTERS**

A. 1. System charter trips shall be posted for bid at every flight attendant domicile. A flight attendant shall be given the opportunity to bid such trips and bids shall be awarded in accordance with system seniority and qualifications on the equipment to be utilized. Notwithstanding the above, groups of charters which are put into domicile time for inclusion in the lines or open time in accordance with trip rigs for regularly scheduled flying for other flight crew members, shall likewise be made available to the flight attendants on the same basis.

2. System charter trips shall be posted for bid as far in advance as possible. Close out of system charter bids shall begin at eleven hundred (11:00) hours Eastern Standard/Daylight Savings Time (EST/EDT), two (2) days prior to the operation of the system charter.

B. 1. When bidding a system charter, a flight attendant will indicate his/her preference of system charters and positions to the crew scheduler. The crew scheduler shall award system charter positions based on a flight attendant's system seniority and position preference between the hours of eleven hundred (11:00) EST/EDT and fourteen hundred (14:00) EST/EDT. A flight attendant who bids a system charter will be available by telephone between the hours of eleven hundred (11:00) EST/EDT and fourteen hundred (14:00) EST/EDT to receive his/her award.

Notwithstanding the above, a flight attendant who will not be available by telephone must indicate "sign in - will call" on his/her bid and must call back by fourteen hundred (14:00) EST/EDT to receive his/her award. After fourteen hundred (14:00) EST/EDT or completion of awards, whichever is later, open positions shall be filled by the next senior flight attendant. In the event the flight attendant is working, he/she must indicate "sign in - will call" on his/her bid and must call back by fourteen hundred (14:00) EST/EDT or upon arrival at the next down line station after fourteen hundred (14:00) EST/EDT to receive his/her award.

C. If a flight attendant is unable to fly the system charter, the Company shall attempt to contact the next flight attendant(s) who has bid the system charter in order of seniority, providing there is adequate time for the flight attendant to report for duty one (1:00) hour prior to scheduled departure. If any flight attendant who has bid the system charter cannot report one (1:00) hour prior to scheduled departure, a reserve flight attendant shall be offered or assigned the system charter. If the charter remains uncovered two (2:00) hours prior to scheduled departure, or becomes available within two (2:00) hours of scheduled departure, the charter will be assigned in accordance with Section 11.C.

D. If for any reason a scheduled charter trip changes, a flight attendant has the option of accepting the trip or passing the trip without prejudice.

1. Once a charter originates and a change of routing is required, a flight attendant has the option of being released from the trip, time permitting.

2. When a charter trip originates and a change of routing is required to either pick up or drop off additional passengers, a flight attendant shall be paid and credited an additional minimum duty period.

3. In the event a flight attendant has signed in and/or the charter has originated and the value of the charter reduces, the flight attendant may claim the original value of the charter.

E. Passes To/From System Charter:

1. A flight attendant who has been awarded a system charter shall have sufficient notice to allow him/her time to deadhead from his/her domicile to the city where the system charter originates. At his/her option, a flight attendant shall receive a "Crew Movement Authorization"

pass to the point of origination of the charter or to the point where the first live segment is scheduled to originate. Such flight attendant shall also receive a "Company Business - Space Positive" pass back to his/her domicile from either the point where the charter terminates or from the point where the last live segment terminates. A flight attendant awarded a system charter is not required to deadhead to or from his/her domicile and has the option to meet the system charter at the first live segment. He/she will be released after the last live segment with full pay as published in the system charter posting. A "live segment" shall be a flight which has a passenger(s) on board.

2. A flight attendant who has been awarded a system charter shall have sufficient notice to allow him/her time to deadhead from his/her domicile to the city where the system charter originates. In addition, a flight attendant shall receive a "Crew Movement Authorization" pass to the point of origination of the charter and a "Company Business - Space Positive" pass back to the flight attendant's domicile. However, a flight attendant need not deadhead to or from his/her domicile and may meet the system charter at the first live segment and will be released after the last live segment with full pay as published in the system charter posting.

3. The flight attendants' system charter pass privileges shall be no less favorable than those afforded to other crew members.

F. When a flight attendant has been awarded a system charter, at his/her option, he/she shall not be responsible for any originally awarded (i.e., awarded through the primary line, SAP, or secondary line processes) trip(s) remaining in his/her line. However, the flight attendant is required to meet his/her monthly flying obligation.

## **SECTION 16 SENIORITY GENERAL**

A. Seniority as a flight attendant shall be based upon the length of service as a flight attendant with the Company.

B. 1. Seniority for competitive bidding among flight attendants and for passes shall begin on the first (1st) day of initial training or, where applicable, on the adjusted seniority date (SID) as determined during the respective seniority integration process. Such seniority will continue to accrue except as provided in Paragraphs F. and G. below. When two (2) or more flight attendants are employed on the same date, they shall be placed on the seniority list according to their ages. That is, the oldest flight attendant shall be given the lowest seniority number of the list. A flight attendant seniority list will be posted within thirty (30) days after the employment of the Company's second (2nd) flight attendant and shall become the original seniority list for flight attendants.

2. Longevity for pay, vacation, sick leave, or pension service credit purposes shall begin to accrue from the date an employee is first employed by the Company as a flight attendant and shall continue to accrue during such period of employment, except as otherwise provided in this Agreement.

C. Seniority shall govern all flight attendants in their retention in case of reduction in force, their reemployment after release due to reduction in force, and the filling of vacancies. A flight attendant will hold and accrue seniority only with respect to another flight attendant.

### D. Seniority Lists

1. The System Seniority Lists shall be revised to reflect each flight attendant's respective seniority status as of January 1st and July 1st of each year and shall be posted within thirty (30) days thereafter. A flight attendant shall have thirty (30) days after the posting of such list in which to protest in writing to the Company any alleged omission or incorrect posting affecting his/her seniority on any such revised list, but such protest shall be confined strictly to error or changes occurring subsequent to the posting of the prior system seniority lists. When a flight attendant is on vacation or an authorized leave of absence (i.e., medical, maternity, adoption, educational, sick leave, jury duty, etc.) at the time the above list is posted, such flight attendant may protest any alleged omission or incorrect posting within thirty (30) days after his/her return to duty. This list will contain the name, seniority date, and domicile of each flight attendant on the system.

2. The Company shall provide the Association via U.S. Mail with a seniority list with date hired and employee number at the same time it is posted, and notify the Association of any changes to this list as a result of protests filed by individual flight attendants as provided in the above Paragraph.

### E. System Seniority Lists Other

In the event US Airways Inc. purchases or absorbs another airline, the system seniority list of US Airways Inc. and of the Company being purchased or absorbed shall, within a reasonable period, at the time of such purchase or absorption, be determined between representatives of the respective employee groups involved.

### F. Loss of Seniority

Any flight attendant whose services with the Company are permanently severed shall forfeit his/her seniority rights.

### G. Transfer to Non Flying or Supervisory Duties

1. a. A flight attendant transferred to non-flying or supervisory duties shall retain and continue to accrue seniority for competitive bidding and longevity for all purposes. When such employee returns to active flying duty, he/she may return to the domicile at which he/she was located or any domicile to which he/she may have been transferred during such absence.

b. Notwithstanding Paragraph a. above, a flight attendant or flight attendant supervisor transferring to the position of manager or above, or who held such position on May 1, 2000, will retain and accrue classification seniority for a period of one (1) year from May 1, 2000 or from the effective date of the transfer, whichever is later. Thereafter, all classification seniority accrued hereunder will be forfeited, unless he/she returns to a supervisory position or to the bargaining unit in the aforementioned period of time.

2. A flight attendant transferred to non-flying or supervisory duty on account of sickness or injury shall retain and continue to accrue seniority for competitive bidding and longevity for all purposes during such period until he/she returns to flying duty, or is found to be permanently disabled, in which latter case, longevity shall continue to accrue pursuant to Section 20.D.

3. A flight attendant who voluntarily transfers to any position within the Company that is outside the scope of this Agreement on account of sickness or of injury shall retain and continue to accrue seniority for competitive bidding and longevity in accordance with Section 20.D.

4. A flight attendant absent from duty on account of sickness or of injury may return to the domicile to which he/she was located or any domicile to which he/she may have been transferred during such absence.

H. In addition to Section 16.G. and Section 20 of the Agreement, a flight attendant transferring to another department within US Airways shall be given a leave of absence. Such leave of absence will be for the greater of ninety (90) days, or if applicable, the period of probation for intra-company transfers within the new department. The flight attendant will continue to accrue seniority including competitive bidding and longevity for all purposes until the end of the leave of absence as stated herein or his/her return to the flight attendant position, whichever comes first. Should the flight attendant not return to his/her flight attendant position during the aforementioned leave of absence, he/she will be removed from the System Seniority List on the later of the ninetieth (90<sup>th</sup>) day or the last day of the applicable probationary period within the new department. For purposes of this Paragraph, the leave of absence period shall begin either on the first date the flight attendant begins training for work in the new department or on the date the flight attendant begins working in the new department, whichever is earlier.

**SECTION 17**  
**PERIOD OF PROBATION**

A. A flight attendant will be considered as a probationary employee for two hundred ten (210) days from the date of employment as a flight attendant. A probationary flight attendant granted an authorized leave of absence of more than thirty-one (31) days shall have his/her probationary period extended by the duration of the leave.

B. The Company shall provide the MEC President, the LEC President and the Association via U.S. Mail with a monthly list, by the twentieth (20th) of the month following the month under report, of all flight attendants considered probationary employees. This list shall be in alphabetical order and include name, address, employee number, date hired, domicile assignment, and date of completion of probationary period.

## **SECTION 18 FILLING OF VACANCIES**

A. All flight attendant vacancies shall be posted at all flight attendant domiciles as far in advance as practicable. Such bulletins shall state the number of vacancies to be filled, the domicile, and a reasonable deadline date after which bids will not be considered, provided that such deadline date shall not be less than ten (10) days and not more than fourteen (14) days after the date of the posting of such vacancies. All such bulletins shall include as much information as is known to the Company regarding the reasons why the vacancies exist and their expected duration.

B. The most senior flight attendant bidding, whose name appears on the system seniority list, shall be awarded the vacancy.

C. Whenever a flight attendant at any domicile is displaced for any reason, the displaced flight attendant shall be the most junior flight attendant at such domicile.

D. When a flight attendant is displaced at his/her domicile for any reason, he/she shall be permitted to displace the most junior flight attendant at the domicile of his/her choice, provided he/she has greater system seniority than such flight attendant.

E. If a vacancy is posted and no flight attendant bids, such vacancy may be filled by the flight attendant with the least system seniority or by a new flight attendant.

F. When a domicile is closed or moved to a new location, any flight attendant who is affected shall be allowed to exercise his/her seniority to move to the domicile of his/her choice and to exercise his/her seniority at such domicile. All such moves shall be considered as being at the request of the Company.

G. A flight attendant on an authorized leave of absence as provided for in Section 20 shall retain and hold his/her position at the domicile at which he/she was located prior to going on such leave of absence. Furthermore, a flight attendant on such leave of absence will be eligible to transfer to another domicile in accordance with this Section.

H. 1. Language of Destination/Origin (LOD/O) flight attendant vacancies will be filled in accordance with the provisions outlined above. However, only an LOD/O qualified flight attendant will be considered eligible to bid for such vacancy.

2. In order to maintain the minimum requirements of the LOD/O operation, the Company may retain LOD/O qualified flight attendants in a LOD/O domicile where displacements may otherwise be occurring. LOD/O vacancies that are not bid for a given domicile may be involuntarily assigned to the LOD/O qualified flight attendant with the least system seniority or by a new hire LOD/O qualified flight attendant.

3. In the event of a furlough, the system seniority provision of Section 19.C. will prevail and there will be no exceptions for a LOD/O qualified flight attendant as it relates to furlough.

I. Priority Return

1. A flight attendant who is displaced in accordance with Paragraph C of this Section may exercise priority return over non-displaced flight attendants and utilize his/her seniority to return to his/her former domicile when a vacancy occurs or the base is reopened. Furthermore, free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law. At the time of displacement, the Company will provide the flight attendant with a preference form. A flight attendant who wishes to exercise this option of returning to his/her former domicile must file the preference form within thirty (30) days of his/her displacement. Should the flight attendant decline the first opportunity to exercise a

priority return, or subsequently transfer voluntarily to a domicile in another location, this right of return will be forfeited. (Note: A transfer within the same location, such as PHL to PHW, would not cause this right to be forfeited). Subsequent displacements will not cause the flight attendant to forfeit the right of return.

2. All displacements occurring since September 1991 are covered by the above paragraph. The only exception will be to those flight attendants who were displaced out of the Charlotte base on January 31, 1991. The paragraph above is in accordance with the July 24, 1991, letter to Carol Austin from Anthony J. Bralich, Jr.

## **SECTION 19 REDUCTION IN PERSONNEL**

A. When a reduction in personnel is deemed necessary, the Company will notify and confer with the MEC President as soon as possible after the reductions are anticipated.

B. The Company will offer a leave of absence in accordance with Section 20.B. on the basis of domicile seniority in lieu of a reduction of personnel at a particular domicile. The leave will be offered with the understanding that the Company may cancel such leave at any time in order to address the staffing needs of the affected domicile.

C. 1. When a flight attendant is furloughed due to a reduction in personnel, it shall be done in inverse order of system seniority. At least fifteen (15) calendar days' notice of such reduction will be given to all flight attendants affected. In the event a flight attendant is assigned to a duty period beyond the effective date of the furlough notice, that flight attendant's furlough date and any flight attendant senior to him/her scheduled to be furloughed on the same date, will have his/her furlough date adjusted to reflect the completion of the extended duty period.

2. a. Due to furloughing in inverse order of system seniority, displacement of a flight attendant may be necessary to balance flight attendants at any domicile. Displacement of flight attendants is covered in this Agreement, Section 18 (Filling of Vacancies), and Section 5 (Moving Expenses).

b. A flight attendant who is transferred in accordance with Paragraph C.2.a above shall have the privilege of returning to his/her former domicile in accordance with Section 18.I. when the force is increased or a vacancy occurs, and free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.

D. A general notice indicating the number and expected duration of furloughs will be placed on flight attendant bulletin boards.

E. A flight attendant who has been furloughed due to a reduction in personnel shall file his/her address with the Company and thereafter shall, as soon as possible, advise Inflight Services of any change in address. The Company shall, within fourteen (14) days, furnish the MEC President or his/her designee, and the President of the Union with these addresses and subsequent address changes.

F. A flight attendant who is furloughed shall be reemployed in order of his/her seniority at the time of furlough. Domicile transfers for all non-furloughed flight attendants shall be honored before a furloughed flight attendant is recalled to a domicile.

G. A furloughed flight attendant who fails to accept a recall shall remain on furloughed status and said offer of recall shall be extended to the flight attendant next on the seniority list until there are no more junior flight attendants on furlough. A furloughed flight attendant who fails to accept a recall when there are no more junior flight attendants on furlough shall be considered to have resigned from the Company.

H. A flight attendant who is furloughed shall, upon return to duty, be credited with all longevity for pay and vacation step increases that he/she had accrued prior to such furlough. Further, such flight attendant shall continue to accrue pension service credits for the first three (3) years of each furlough, provided that he/she returns to active employment with the Company consistent with Paragraph G. above.

I. The Company shall recall furloughed flight attendants in order of seniority. Notice of recall shall be by certified mail, return receipt requested, sent to the most recent recall address provided by the flight attendant and shall specify: the name and address of the Company official to whom

the flight attendant shall forward his/her reply and the approximate number of days of anticipated employment. A furloughed flight attendant failing to notify the Company of his/her intention to return within seven (7) days after receipt of notice of recall and who fails to return within sixteen (16) days after receipt of such notice, will be considered to have resigned.

J. Interim Employment

1. Interim Employment Outside the Company

a. A flight attendant who accepts employment while on furlough which requires a contractual commitment for a period of up to three (3) years, shall be allowed to fulfill such obligation and shall be considered to be on personal leave of absence commencing with the date of recall until fulfillment of such employment obligation, provided such flight attendant has notified the Company prior to such contractual commitment. A flight attendant who has entered into a full time educational program while on furlough and who receives notice of recall before said program is completed, shall be placed on a leave of absence (personal) commencing with the date of recall for up to ninety (90) days or until the end of the current semester, whichever is first.

b. Paragraph J.1.a. above under certain conditions allows a flight attendant to pass recall. In addition, a furloughed flight attendant, who can substantiate that alternate employment would require him/her to sign a contract with an interim employer for a specific period of time that would exceed the time stipulated in Paragraph J.1.a. above, shall file a request and substantiated documentation for approval by the Inflight Services Department Head prior to a furloughed flight attendant accepting such interim employment. When such flight attendant is subject to recall and is unavailable to accept employment for the above reason, he/she will be considered on leave of absence.

2. Interim Employment with the Company

A furloughed flight attendant seeking alternate employment with the Company may file a form provided by the Human Resources Department and be considered for such available employment for which he/she may be qualified.

K. A flight attendant who has completed one (1) year or more of service will receive severance pay based on the average number of hours flown in the twelve (12) full months prior to the furlough date as per the following schedule:

<u>Years of Active Service</u>	<u>Furlough Pay</u>
1 year but less than 2 years	0.5 month
2 years but less than 3 years	1.0 month
3 years but less than 4 years	1.5 months
4 years but less than 5 years	2.0 months
5 years but less than 6 years	2.5 months
6 years but less than 7 years	3.0 months
7 years but less than 8 years	3.5 months
8 years but less than 9 years	4.0 months
9 years and thereafter	4.5 months

L. At his/her option, a flight attendant who is furloughed will receive vacation pay for all unused vacation time accrued to the end of the month preceding his/her furlough. If the option is not exercised, the accrued vacation will be carried until the flight attendant is recalled from furlough.

M. Medical/Dental Benefits

Furloughed flight attendants and their dependents shall be eligible to remain in the

Company's group medical and dental insurance plans through any period of furlough pay and for a period of sixty (60) days thereafter. After the aforementioned sixty (60) day period the flight attendant may continue medical and dental coverage under COBRA by paying the entire premium. The flight attendant may continue coverage in this manner for a period of eighteen (18) months or until he/she is covered under another group health plan, whichever occurs earlier.

#### N. Life Insurance

Group life insurance coverage will be extended through any period of furlough pay and for a period of sixty (60) days thereafter. Upon completion of the sixty (60) day period, group life insurance coverage shall cease. However, the flight attendant may convert the coverage to an individual policy. Such converted policy will be a whole life policy. Premiums for the converted policy are determined by the Company's insurance carrier based on the age of the employee at the time the converted policy is written. This converted policy is written without having to provide a statement of good health and can be kept as long as the flight attendant pays the premiums. Each furloughed flight attendant will receive a conversion form from the Company for the purpose of continuing such insurance, if desired, with no lapse in coverage.

#### O. Passes

Flight attendants who are furloughed are entitled to unlimited on-line passes for a period of ninety (90) days from the date of furlough.

## SECTION 20 LEAVES OF ABSENCE

### A. Personal Leave

**1. When the requirements of the service will permit, a flight attendant may be granted a leave of absence without pay for a period not to exceed ninety (90) days. When such a leave is granted, the flight attendant shall retain and continue to accrue longevity for pay and vacation step increases during such ninety (90) day period. Vacation days and sick hours shall continue to accrue for the first thirty- (30) days of such leave. Pension service credits shall continue uninterrupted if a personal leave does not exceed one hundred eighty (180) consecutive days. A personal leave may be extended for additional periods not to exceed ninety (90) days for each leave when approved in writing by the Company. During such extended leave(s) longevity shall not continue to accrue.**

### **2. Voluntary Personal Leave of Absence (VPLOA)**

**When the requirements of the service will permit, a flight attendant may be granted a Voluntary Personal Leave of Absence (VPLOA) without pay for a period of time up to one (1) bid period. When such leave is granted, he/she shall be treated as if on active status.**

### B. Leave in Lieu of Furlough

A flight attendant who is granted a leave of absence to help in furlough situations will continue to accrue longevity for pay and vacation step increases during such leave. Vacation days and sick leave hours will continue to accrue for the first thirty (30) days, and pension service credits will continue uninterrupted for the first three (3) years of the leave. In addition, Company paid medical, dental and life insurance will be carried by the Company for the first ninety (90) days of such leave, with the opportunity for the flight attendant to continue the insurance thereafter by paying the applicable monthly premiums.

### C. Educational Leave

A flight attendant requesting an education leave of absence must specify the entire period he/she wishes to be on leave. A flight attendant granted an educational leave of absence shall continue to accrue longevity for pay and vacation step increases during the first ninety (90) days of such leave. Vacation days and sick hours shall continue to accrue for the first thirty (30) days of such leave. Pension service credits shall continue uninterrupted if an educational leave does not exceed one hundred eighty (180) consecutive days. For leaves in excess of ninety (90) days, a flight attendant shall retain longevity for pay and vacation step increases. An educational leave of absence that has been granted shall not be canceled by the Company except in a declared emergency. A flight attendant will be allowed to return to active status at any time during the leave by giving thirty (30) days' written notice to the Company.

### D. Medical Leave

The Company may require a flight attendant to submit to a medical examination by a Company appointed physician prior to granting a leave for sickness or injury. In the absence of such requirement, the flight attendant may be required to furnish written verification from his/her personal physician confirming his/her inability to perform flight attendant duties. All results of either examination shall be turned over to the Company for review and consideration. When a leave is granted for sickness or injury, a flight attendant shall retain and continue to accrue longevity for pay and vacation step increases for a total and continuous period of five (5) years. Vacation days and sick hours shall continue to accrue for the first thirty (30) days of such leave and pension service credits shall continue to accrue for the first three (3) years of such leave, unless the flight attendant is on Social Security Disability, in which case he/she shall continue to

accrue until the earlier of the flight attendants' normal retirement, or the termination of the Social Security Disability benefit. After five (5) years a flight attendant will retain his/her longevity for pay and vacation step increases. A flight attendant on medical leave will remain on the System Seniority List indefinitely, unless he/she is released to return to active duty and fails to return, in which case he/she shall be removed from the seniority roster. Any dispute about a flight attendant's ability to perform his/her normal duties shall be resolved using the procedures outlined in Section 23 (Medical Examinations).

**1. All medical and dental insurance benefits will be continued by the Company for one (1) year after a flight attendant becomes inactive because of medical leave. Thereafter, he/she may elect to continue coverage by reimbursing the Company, on a monthly basis, the equivalent of the group rate.**

**2. Life insurance benefits will be continued by the Company for sixty (60) days after a flight attendant becomes inactive because of medical leave. Thereafter, he/she may elect to continue coverage by reimbursing the Company, in advance on a monthly basis, the equivalent of the applicable group rate.**

#### E. Union Leave

A flight attendant accepting an elected or appointed Association International Office position shall be granted a leave of absence. Such flight attendant shall retain and continue to accrue longevity for pay and vacation step increases during the above period. Only seven (7) flight attendants will be on such leave at any given time. The Company will consider additional leave requests on a case by case basis.

#### F. Bereavement Leave

A personal emergency leave for a death in the immediate family up to a maximum of three (3) calendar days without loss of pay will be extended to a flight attendant. Immediate family shall include mother, father, spouse, sister, brother, mother in law, father in law, grandparents, and children.

#### G. Maternity Leave

**1. A flight attendant may notify her supervisor upon discovering she is pregnant, but shall not be required to do so until she enters her fourth (4th) month of pregnancy. She may continue to work so long as her personal physician certifies that she can perform all duties specified in the Flight Attendant manual. The flight attendant must advise her supervisor of her doctor's recommended leave start date by the end of her sixth (6th) month of pregnancy.**

**2. A flight attendant, certified by her doctor to continue her duties as a flight attendant, shall notify the Company immediately when her personal physician determines she is disabled from performing such duties.**

**3. As soon as a flight attendant is determined to be disabled from performing her duties, she may, at her option, elect to utilize appropriate pay from her available sick leave accrual bank in accordance with Section 8. Should she elect not to use her sick leave credits, or at any time she chooses to discontinue using such credits, or upon exhaustion of such sick leave credits, she may claim any unused vacation credits or carry such vacation credits beyond the maternity leave period in accordance with Section 7.D.6. A flight attendant may also apply for Long Term Disability in accordance with Section 22.F.**

**4. Upon flight attendant request, the Company shall extend the maternity leave to six (6) months from the date of delivery or termination of pregnancy,**

provided that the payment of any sick leave or disability benefits beyond the first forty-five (45) days following the delivery or termination of pregnancy may be utilized only upon written verification by her personal physician of continued disability of the flight attendant. Additional leave beyond six (6) months will be considered by the Company due to extenuating circumstances.

5. Longevity for pay and vacation step increases shall continue to accrue while a flight attendant is on a maternity leave of absence.

6. Vacation days and sick hours shall continue to accrue for the first thirty (30) days of a maternity leave.

7. All medical and dental insurance benefits will be continued by the Company on the same terms as those provided to active flight attendants for one (1) year after a flight attendant becomes inactive because of maternity leave. Thereafter, he/she may elect to continue coverage by reimbursing the Company, on a monthly basis, the equivalent of the group rate.

8. Life insurance benefits will be continued by the Company for sixty (60) days after a flight attendant becomes inactive because of maternity leave. Thereafter, she may elect to continue coverage by reimbursing the Company, in advance on a monthly basis, the equivalent of the applicable group rate.

9. The Company may require a flight attendant who elects to continue working beyond her twenty-seventh (27th) week of pregnancy, or at any time in accordance with Section 23.A. (Medical Examinations), to submit to a physical examination to verify her ability to perform her flight attendant duties. Such flight attendant may be required to furnish the Company physician with a copy of her medical records related to her pregnancy at the time of the Company examination.

#### H. Adoption Leave

1. A flight attendant who legally adopts a child shall be granted a leave of absence. Such leave will commence on the date that the flight attendant takes custody of the child, or, in the event travel is required, when the flight attendant leaves home to obtain physical custody of the child, and will continue until a court of competent jurisdiction issues or refuses to issue a decree declaring the flight attendant as the legal parent of the child. Once a decree is issued, an additional six (6) month leave will be granted at the flight attendant's option. Additional leave will be considered by the Company due to extenuating circumstances.

2. At the commencement of such leave a flight attendant shall be eligible, at his/her option, for appropriate pay from his/her accrued vacation or it may be carried over for the duration of such leave.

3. Longevity for pay and vacation step increases shall continue to accrue for the first thirty (30) days of an adoption leave.

4. Vacation days and sick hours shall continue to accrue for the first thirty (30) days of an adoption leave.

5. Medical, dental and life insurance benefits will be administered in accordance with Company policy which currently is the same as provided for medical leaves in Paragraph D. above. Should the Corporate Policy Manual provision fall below sixty (60) days, benefits will be administered in accordance with Paragraph J.5. below.

## I. Military Leave

1. A flight attendant enlisting in, drafted, or conscripted for military or naval service in defense of the United States during an actual period of war, or a flight attendant enlisted, drafted, or conscripted by Act of Congress for military or naval training under provisions of Public Law 759, shall regain his/her seniority rights unimpaired, and upon honorable discharge from such service shall be restored to his/her former position or one of equal rating in accordance with the exercising of seniority rights, provided he/she does not re-enlist, and provided he/she applied for reinstatement within ninety (90) days following his/her discharge from military or naval service. In case of temporary or partial disability which makes it impossible to return to work within ninety (90) days after discharge, special arrangements will be made by the Company and the Union for a proper extension of time.

2. Longevity for pay and vacation step increases shall continue to accrue while a flight attendant is on military leave.

3. Vacation days and sick hours shall continue to accrue for the first thirty (30) days of a military leave.

4. Company paid medical, dental and life insurance will be carried by the Company for the first ninety (90) days of a military leave, with the opportunity for the flight attendant to continue the insurance thereafter by paying the applicable monthly premiums.

5. A flight attendant requesting short-term weekend military duty will do so prior to the beginning of the bid month. Where such prior notification is given, the flight attendant will have the following options:

a. To protect scheduled days off, the flight attendant may request a leave of absence to participate in scheduled weekend military reserve training. However, the flight attendant's minimum monthly pay guarantee will be prorated to reflect the additional time off (if his/her credited flight time does not exceed his/her minimum monthly guarantee).

b. To protect the minimum monthly pay guarantee, the flight attendant may request that scheduled days off be moved to cover the scheduled weekend reserve training. However, Crew Scheduling may determine which scheduled days off may be moved to cover weekend military reserve training based on coverage requirements.

## J. General

1. A flight attendant desiring to take a leave of absence should notify the Master Executive Council President and his/her Supervisor in writing by U.S. Mail or another verifiable method. This notice should state the type of leave desired, when the leave should commence, and the expected duration of the leave. Approval or denial of such leave shall be made in writing and sent by U.S. Mail or another verifiable method as soon as possible after the date on which the request was received by the Supervisor.

2. A request for an extension of a leave of absence shall be made in writing as above and state the expected duration of the extension. The disposition of the request shall be made as soon as possible. A flight attendant will be notified of the disposition of his/her request by U. S. Mail or another verifiable method to his/her home address or to any other address which is designated in his/her request.

### 3. Other Employment While on Leave

a. A flight attendant commencing other employment or previously engaged in

other employment while on a Personal Leave, Voluntary Personal Leave, Leave in Lieu of Furlough, Educational Leave, Maternity Leave, Adoption Leave, Military Leave or Union Leave shall not be required to obtain permission of the Company.

b. For leaves other than those specified in J.3.a. above, the Company shall notify a flight attendant requesting such leave, in writing, of the requirement to obtain permission to commence or continue other employment. When such flight attendant requests permission to commence or continue other employment, the Company shall respond in writing granting permission or stating the reasons for denial.

c. The Company shall not arbitrarily deny a request for permission to engage in other employment while on a leave of absence pursuant to Paragraph J.3.b. above. Permission may be denied in the case of a flight attendant on a medical or occupation injury / illness leave of absence where the other employment is not consistent with his/her claim of being unable to perform his/her flight attendant duties or the other employment would impede or otherwise interfere with recovery and return to duty.

d. A flight attendant who, without prior permission of the Company, engages in other employment while on a leave of absence pursuant to J.3.b. above shall be deemed to have resigned and his/her name shall be removed from the System Seniority List.

e. Notwithstanding Paragraphs a. – b. above, in no case may a flight attendant on a leave of absence engage in employment for another airline.

#### 4. Return from a Leave of Absence

a. A flight attendant on leave of absence shall provide the Company with at least fifteen- (15) days' notice of the date he/she intends to return to active status. Upon providing such notification, the Company shall arrange for any necessary training to be completed in the first available training class in the system. Such training class must be scheduled to begin within the first seven- (7) days of the flight attendant's return date. If the seven (7) day period has elapsed and no training class has been made available to the flight attendant, the Company shall then be responsible for paying scheduled trips missed and such flight attendant shall only be responsible for his/her prorated guarantee.

b. A flight attendant returning from a leave of absence who fails to take required training shall be placed on inactive status until such training is completed. A flight attendant returning from a leave of absence who fails to take recurrent training for the second scheduled class, except under extenuating circumstances, will be considered terminated from the Company.

5. Except as otherwise provided in this Section, a flight attendant on a leave of absence shall accrue vacation days and sick hours for the first thirty (30) days of such leave. Further, such employee will have his/her medical and group insurance continued for the first sixty- (60) days of such leave. Thereafter, he/she may elect to continue coverage by reimbursing the Company, on a monthly basis, the equivalent of the group rate paid by the Company.

6. A flight attendant on a leave of absence shall be provided on-line pass benefits in accordance with Company Policy, except that a flight attendant on a medical leave shall be eligible for one (1) on-line space available pass per month.

#### K. Personal Care Leave ([see FLML Article](#))

Eligible flight attendants shall be afforded the equivalent leave benefits of the Family and Medical Leave Act (FMLA), which are in effect as of the date of signing of this Agreement, with the

following exceptions. With respect to the provisions of the Act regarding hours of employment in the twelve (12) month period preceding the requested leave, four hundred fifty (450) credited hours earned by a flight attendant in such twelve (12) month period shall equate to the minimum hours of employment required by the Act to determine eligibility of the employee. In addition, for those flight attendants who do not meet the minimum number of hours under the Act, such leaves will be limited to requests requiring seven (7) consecutive or more days of absence. Except as otherwise provided herein, leave terms and conditions, eligibility criteria and administrative procedures shall be as provided in Company policy for other eligible employees. Additionally, these benefits shall be provided in cases involving a Domestic Partner as defined in the Company's Domestic Partner Benefits Program.

<b>Type of Leave</b>	<b>Pay &amp; Vacation Step Increase</b>	<b>Pension Service Credit</b>	<b>Accrual of Vac. Days &amp; Sick</b>	<b>Co. Paid Life Insur. Premiums</b>	<b>Co. Paid Med. &amp; Dental Insur.</b>	<b>On-Line Passes</b>
<b>Medical</b>	Up to 1st 5 Years	Up to 1st 3 Years	1st 30 Days	1st 60 Days	1 Year	1 Per Month (*)
<b>Maternity</b>	Duration	Up to 1st 3 Years	1st 30 Days	1st 60 Days	1 Year	Unlimited
<b>Adoption</b>	1st 30 Days	If Leave is Less Than 180 Days	1st 30 Days	1st 60 Days	1 Year	Unlimited
<b>Personal</b>	1st 90 Days	If Leave is Less Than 180 Days	1st 30 Days	1st 60 Days	1st 60 Days	(*)
<b>Voluntary Personal (VPLOA)</b>	Duration	Duration	Duration	Duration	Duration	Unlimited
<b>Educational</b>	1st 90 Days	If Leave is Less Than 180 Days	1st 30 Days	1st 60 Days	1st 60 Days	(*)
<b>In Lieu Of Furlough</b>	Duration	Up to 1st 3 Years	1st 30 Days	1st 90 Days	1st 90 Days	Unlimited
<b>Military</b>	Duration	Duration	1st 30 Days	1st 90 Days	1st 90 Days	Unlimited
<b>Union (**)</b>	Duration	If Leave is Less Than 180 Days	1st 30 Days	1st 60 Days	1st 60 Days	Unlimited

## SECTION 21 TRAINING AND MEETINGS

- A. A flight attendant employed in the service of the Company shall not be required to pay for training required or conducted by the Company.
- B. The Company will make every effort to conduct training at the various domiciles.
- C. Daily training periods shall not exceed eight hours and thirty minutes (8:30), excluding lunch period.
- D. Bidding for Training:
1. A flight attendant will be entitled to choose his/her training dates from a list of available dates designated by the Company. However, if he/she fails to do so, the Company may assign him/her a training date.

Paragraph D.2. below shall remain in effect no later than December 31, 2000:

2. A flight attendant who chooses a training date before primary or secondary line awards are published, and at the publishing of the line awards learns that the chosen training date is a scheduled day of work, will not be eligible for trips missed pay for the training day(s) unless he/she attempts through Flight Attendant Training, to change the training date(s) to a scheduled day(s) off. If he/she does not attempt to change the date, he/she shall receive four hours and thirty minutes (4:30) pay and no credit. The attempt to change the training date must be made by the first (1st) day of the training month. If the flight attendant is unsuccessful in changing the date, he/she shall receive four hours and thirty minutes (4:30) pay and credit. If he/she is successful in changing the day, he/she shall receive four hours and thirty (4:30) pay and no credit.

Effective January 1, 2001, Paragraph D.2. above shall be deleted and Paragraphs D.2. through D.4. below shall become effective:

3. A flight attendant required to attend training will receive three hours (3:00) of pay no credit for each day he/she is in training to a maximum of two (2) days in a bid month. Thereafter, for any additional training day(s) in the same bid month, the flight attendant will receive three hours (3:00) pay and credit. At the flight attendant's option, credit for such additional day(s) may be waived. A travel day to and from training on a day other than an actual training day shall be considered a day in training for pay purposes.

#### 4. Trips/Training Conflicts

- a. If through his/her actions the flight attendant creates a conflict with a training day by either a) electing a training day that conflicts with a previously awarded or assigned trip, or b) trip improves using the Availability/Improvement List to create such conflict, he/she shall have such trip dropped from his/her line of flying and he/she shall be obligated to make up the time in the current month.

- b. If the flight attendant did not create a conflict with a training day through his/her actions, but instead becomes unavailable to complete a trip prior to a training event, or to originate a trip subsequent to a training event, due to circumstances beyond his/her control, he/she shall have that trip dropped from his/her line of flying but shall not be obligated to make up the time in the current month.

- c. In neither circumstance detailed in Paragraphs 3.a. or 3.b. above would the flight attendant be eligible for a pay claim for the trip that was dropped. However, he/she may request,

and the Company may consent, to allow him/her to split the trip to avoid the conflict in accordance with Section 10.Q.

5. Each home study program will be paid at three hours (3:00) pay and no credit.

#### E. Expenses

1. A flight attendant awarded or assigned to training away from his/her domicile shall be paid expenses for meals according to Section 4.A. of this Agreement for all hours away from his/her domicile.

2. A flight attendant awarded or assigned to training at his/her home domicile shall be paid expenses for meals according to Section 4.A. of this Agreement for all hours in training.

3. When it becomes necessary for a flight attendant to travel to another domicile for training, he/she shall receive lodging in accordance with Section 4.B.1., and transportation allowance in accordance with Section 4.C. of this Agreement.

F. A flight attendant may be required to attend flight attendants' meetings on a day(s) when he/she is not scheduled to fly. However, such meeting(s) shall be kept to a minimum.

#### G. Miscellaneous

1. At his/her option a flight attendant attending training will not be required to fly a trip on the day following such training if he/she has not received a rest period of ten hours and fifteen minutes (10:15) from the time training ends or arrival of the deadhead flight back to his/her domicile (if out of domicile training), whichever is later, until the scheduled departure of the trip on the day following training.

2. A flight attendant who elects to drop a trip should make every effort to contact Crew Scheduling prior to returning to his/her domicile, but in no case later than upon his/her arrival at his/her domicile. Such drop will be considered as given up for personal reasons but will be exempt from being included in the flight attendant's record of dependability. Further, such drop will not negate the flight attendant's obligation to meet his/her applicable monthly maximum.

3. A reserve flight attendant will not be required to take a trip on the same day he/she attends training.

4. A flight attendant cannot fly and/or be in training more than six (6) consecutive days unless the six (6) consecutive day period either contains or is followed by a consecutive twenty-four hours (24:00) free from all duty. Such twenty-four hours (24:00) shall be actual hours and shall be calculated from the time of check-out to check-in.

H. A flight attendant deadheading for the purpose of out-of-domicile training will be afforded "Crew Movement Authorization" authorization to and from the city where training is being conducted. At the flight attendant's option, this authorization may be from the city in which the flight attendant resides (provided the city is within the contiguous 48 United States and is served by US Airways) to the city where training is being conducted, subject to the provisions that bookings made for this purpose are processed by the Space Positive Desk or other appropriate location designated by the Company and that, at the time such booking is made, there is a seat available. Once booked under the process described above, such flight attendant cannot be removed in an oversell situation.

I. Consistent with Company policy, cigarette smoking will be permitted outside of training rooms, provided designated smoking areas are available and further provided such smoking is not prohibited by applicable federal, state or local laws or Company policy.

J. If an event beyond the control of the flight attendant (e.g., flight cancellation, irregular operations, weather, class runs late, etc.) prohibits a flight attendant from returning to his/her domicile at the end of a training day the Company shall provide a suitable hotel room for such flight attendant. Such hotel room shall be obtained by contacting Crew Scheduling.

**SECTION 22  
HEALTH, WELFARE, RETIREMENT,  
AND OTHER BENEFITS**

A. Medical and Dental Benefits

1. Managed Care

In accordance with the "Managed Care (Point of Service)" Letter of Understanding dated March 26, 1993, and updated May 1, 2000 hereinafter referred to as "the Letter", employees covered under this Agreement may elect to participate in the Company's Managed Care Medical/Dental Programs (Option A) or the current Base plus Major Medical/Dental Programs (Option B). Such election must be accomplished during the annual open enrollment period or such other periods as mandated by law. The Company's cost and the employee's cost shall be established in advance each year by the third party administrator by estimating the Company's costs for claims and expenses anticipated to be incurred for the coming year for medical and dental benefits.

2. A medical claim procedure will be established to provide that the administrator will be responsible for determining and defending whether charges for medical treatment are "reasonable and customary" for the Option B or Out of Access health care coverage. The Company agrees that its administrator shall, at least twice a year, review and revise, if necessary, reasonable/customary charges on a current basis and update accordingly.

3. Specific details of the Medical Plan are contained in the Summary Plan Description for Flight Attendants, which is available to all flight attendants.

4. The lifetime maximum medical benefit shall be one million, two-hundred and fifty thousand dollars (\$1,250,000).

5. Medical benefits shall be continued in full for retirees (normal or early) and their eligible dependents as described in the "Letter," and A.1. above unless the spouse remarries following the death of the flight attendant. These benefits shall be coordinated with Medicare when applicable. Further, the prospective major medical Lifetime benefit at age sixty-five (65) is one hundred thousand dollars (\$100,000). However, in accordance with the "Letter", a flight attendant may purchase a supplemental lifetime major medical benefit to a maximum of one million dollars (\$1,000,000) for Medicare-eligible retirees.

B. 1. The Company will pay one hundred percent (100%) of a flight attendant's group life insurance premium in accordance with the Basic Schedule below. A flight attendant, at his/her option, may limit his/her entitlement to the maximum tax protected group life insurance amount as stated in Section 79 of the Internal Revenue Service Code. (The amount, which is currently \$50,000.00, will be automatically adjusted as necessary to conform with the Code requirements.) Such option may be elected annually on or before January 1st.

2. At a flight attendant's expense, the Company shall make available optional amounts of Group Life Insurance in accordance with the Optional Schedule below. The amount of insurance available shall be based on the flight attendant's prior year's W-2 earnings and he/she may elect any combination of options.

	Co. Paid	F/A's	F/A's	F/A's	F/A's
	Basic	Opt'l	Opt'l	Opt'l	Opt'l
<u>Annual Earnings</u>	<u>Sched.</u>	<u>Sched I.</u>	<u>Sched II</u>	<u>Sched III</u>	<u>Sched IV</u>
\$5,000-\$7,499	\$15,000	\$35,000	\$35,000	\$35,000	\$35,000
\$7,500-\$9,999	\$20,000	\$35,000	\$35,000	\$35,000	\$35,000
\$10,000-\$12,499	\$23,000	\$35,000	\$35,000	\$35,000	\$35,000

\$12,500-\$13,999	\$25,500	\$35,000	\$35,000	\$35,000	\$35,000
\$14,000-\$15,999	\$27,000	\$35,000	\$35,000	\$35,000	\$35,000
\$16,000-\$17,999	\$30,000	\$35,000	\$35,000	\$35,000	\$35,000
\$18,000-\$19,999	\$33,000	\$35,000	\$35,000	\$35,000	\$35,000
\$20,000-\$21,999	\$36,000	\$35,000	\$35,000	\$35,000	\$35,000
\$22,000-\$23,999	\$39,000	\$35,000	\$35,000	\$35,000	\$35,000
\$24,000-\$26,999	\$42,000	\$35,000	\$35,000	\$35,000	\$35,000
\$27,000-\$29,999	\$46,500	\$35,000	\$35,000	\$35,000	\$35,000
\$30,000-\$33,999	\$55,000	\$35,000	\$35,000	\$35,000	\$35,000
\$34,000-\$37,999	\$60,000	\$35,000	\$35,000	\$35,000	\$35,000
\$38,000-\$43,999	\$65,000	\$35,000	\$35,000	\$35,000	\$35,000
\$44,000-\$49,999	\$75,000	\$50,000	\$50,000	\$50,000	\$50,000
\$50,000-\$55,999	\$80,000	\$50,000	\$50,000	\$50,000	\$50,000
\$56,000 and up	\$85,000	\$50,000	\$50,000	\$50,000	\$50,000

The current rates for optional insurance group life insurance are age rated as shown and are subject to adjustment as necessary to maintain cost neutrality to the Company.

<u>Flight Attendant's Age</u>	<u>Monthly Cost per \$1,000</u>
less than 40 years	15.7¢ (Current Rate)
40 years - 49 years	23.5¢ (Current Rate)
50 years or greater	32.7¢ (Current Rate)

3. The Company shall provide, at no cost to the flight attendant, the amount of dependent life insurance coverage for spouse and eligible children as shown:

Spouse	\$3,500.00
Unmarried Children:	
15 days - 6 months	\$1,500.00
6 months - 19 years	\$2,000.00
19 years - 21 years (student)	\$2,000.00

#### 4. Retiree Life Insurance

a. At the flight attendant's expense, the Company shall make available Group Life Insurance to a retired flight attendant (normal or early) in an amount equal to the Basic coverage in effect on the day prior to his/her retirement. The current rate for such insurance is \$.27 per \$1,000 and is subject to adjustment as necessary to maintain cost neutrality to the Company. This coverage will remain available until age sixty-five (65).

b. At age sixty-five (65), or in the event a retired flight attendant elects to waive the Group Life Insurance benefit above prior to age sixty-five (65), a retired flight attendant shall be provided with a \$7,000 death benefit.

c. In no case will a retired flight attendant be eligible to elect both the Group Life Insurance benefit and the \$7,000 death benefit.

#### 5. Living Benefit Option

In accordance with the Company's insurance plan, terminally ill (i.e., life expectancy of six (6) months or less) flight attendants under the age of sixty-five (65) may request a portion of the life insurance amount to be paid as a living benefit. The amount cannot exceed fifty percent (50%) of the total life insurance amount, and is subject to the limitations contained in the plan.

#### C. Accidental Death and Dismemberment Insurance

Each flight attendant shall be covered for an amount of Accidental Death and Dismemberment Insurance equal to the amount of Basic Life Insurance in effect on his/her life, subject to the limitations set forth in the Group Insurance Policy.

#### D. Voluntary Accidental Death and Dismemberment Insurance

Each flight attendant, at his/her expense, may purchase coverage up to \$300,000 at the applicable monthly premium (which is currently \$.32 per \$10,000 for individual employee coverage and currently \$.45 per \$10,000 for family coverage). This premium shall be annualized and paid in twenty-four (24) equal installments.

E. In addition to the normal public liability insurance carried by the Company, the Company shall also provide, through adequate insurance coverage, liability insurance for a flight attendant or his/her estate against any suit(s) or claim(s) by another employee of the Company resulting from an incident in the exercise of his/her duties as a flight attendant of the Company. The coverage shall be limited to \$500,000 per individual suit or claim and \$3,000,000 maximum for each incident.

#### F. Long Term Disability Plan Benefits

1. For illness or injury occurring prior to the effective date of the new Plan the following Paragraphs F.1.a. through F.1.d. shall apply:

a. The Company shall provide a Long Term Disability (LTD) Plan for each flight attendant in accordance with the following benefit structure: A monthly benefit equal to sixty percent (60%) of salary not to exceed \$1,821.

b. A flight attendant who is disabled shall make a request for long term disability in writing to the Flight Attendant Retirement Board with a copy to the MEC President. This request must be accompanied by a doctor's report. Coverage is on a twenty four (24:00) hour basis with benefits beginning upon the expiration of ninety (90) days and continuing to age sixty-five (65) for disabilities, or five (5) years from the date he/she becomes disabled on or after age sixty (60), from both accident and sickness.

c. The definition of disability will be the inability to perform any available occupation with the Company for which the individual is reasonably fitted by reason of education and experience. Benefits will be integrated with retirement income Worker's Compensation, Primary Social Security, and statutory disability laws, less any monies expended in reasonable and customary attorney's fees (i.e., fees approved by the Social Security Administration in awarding Social Security Disability benefits) to obtain benefits payable under these laws.

d. The monthly benefit shall be based on the previous year's gross salary divided by the number of months actually worked.

2. For illness or injury occurring on or after the effective date of the new Plan, the following Paragraphs F.2.a. through F.2.e. shall apply:

a. The Company shall provide a Long Term Disability (LTD) Plan for each flight attendant in accordance with the following benefit structure: A monthly benefit equal to sixty percent (60%) of salary not to exceed \$2,350. The new plan shall be reviewed by AFA prior to implementation and the level of benefits and covered conditions shall be no less favorable than the former plan.

b. A flight attendant who is disabled shall make a request for long term disability in writing to the Plan Administrator with a copy to the MEC President. This request must be supported by any documentation as specified in the Plan, so long as such requests are reasonable and related to ascertaining the flight attendant's eligibility for benefits under the Plan.

c. Coverage is on a twenty four (24:00) hour basis with eligibility for benefits beginning upon the expiration of ninety (90) days after the disability commences and continuing to the earlier of:

- (1) The date the flight attendant is no longer disabled, or
- (2) Age sixty-five (65) for disabilities from both injury and illness if he/she first becomes disabled prior to age sixty (60); or five (5) years after the date he/she became eligible for benefits if he/she first becomes disabled on or after age sixty (60).

d. The definition of disability will be that the flight attendant cannot perform the flight attendant's job during the first twenty-four (24) months of receiving LTD benefits. After twenty-four (24) months, disability means the flight attendant cannot perform any occupation for which the flight attendant is reasonably fitted by reason of education, and experience. Benefits will be integrated with retirement income, Worker's Compensation, Primary Social Security, and statutory disability laws, less any monies expended in reasonable and customary attorney's fees (i.e., fees approved by the Social Security Administration in awarding Social Security Disability benefits) to obtain benefits payable under these laws.

e. The monthly benefit shall be based on the previous year's gross salary divided by the number of months actually worked.

3. Flight attendants receiving disability under the new Plan shall not be subject to a mandatory Return to Work program. However, such flight attendant may apply for positions within the Company and may fully analyze all aspects of any job offered prior to accepting any position. A flight attendant who does not elect to take such position shall maintain his/her eligibility to receive LTD benefits.

4. A flight attendant experiencing a normal pregnancy shall be deemed disabled at the completion of her 29<sup>th</sup> week, unless her physician deems otherwise, and shall be eligible to begin the 90-day waiting period. Should the flight attendant's physician determine disability prior to the end of the 29<sup>th</sup> week, the flight attendant may request LTD pursuant to paragraph 1.b. or 2.b. above, whichever is applicable.

5. If a flight attendant who returns to work with the Company sustains a reoccurrence of the original disability within ninety (90) consecutive calendar days after his/her return to work, such flight attendant shall not be subject to a new Benefit Waiting Period, and LTD benefits will recommence as a continuation of the original disability. LTD benefits will commence and be payable under the same terms and conditions of the LTD Plan in place at the time of the original disability.

#### G. Defined Benefit Plan

1. The Company shall provide a flight attendant with the opportunity to participate in the US Airways Inc., defined benefit pension plan for flight attendants as outlined in the booklet entitled "The Retirement Plan for Flight Attendants in the Service of US Airways, Inc." It shall include a Retirement/Disability Board (see definitive language in back of book).

2. The Flight Attendant's retirement plan shall include the benefits hereinafter described as summarized in Paragraph H below:

**Eligibility:** Date of employment as a flight attendant with the Company.

**Participation and Vesting Service:** All continuous employment with the Company during which the flight attendant accrues seniority.

**Normal Retirement Date:** The first day of the month following the employee's 65<sup>th</sup> birthday.

**Early Retirement Date:** Age 55. Employees retiring at age 62 or later with 10 years of service will not have his/her benefits reduced because of early retirement.

Employees with 30 years of service retiring prior to age 62 will have their benefit reduced by 1/6 of 1% for each of the first 24 months and by 1/4 of 1% for each month thereafter by which early retirement precedes age 62.

Employees with at least 10 years of service but less than 30 years of service retiring prior to age 62 will have their benefit reduced by 1/4 of 1% for each month by which early retirement precedes age 62.

Employees with at least 5 years of service but less than 10 years of service retiring prior to age 65 will have their benefit reduced by 1/4 of 1% for each month by which early retirement precedes age 65.

A flight attendant electing to continue working beyond his/her normal retirement date will be entitled to a late retirement benefit in accordance with applicable law. Such late retirement date and benefit are currently calculated as follows:

The earlier of (a) the first day of the month immediately following the calendar month in which the flight attendant's employment ceases by reasons other than death, except that for any month in which the flight attendant is employed for less than forty (40) hours, the flight attendant shall receive late retirement income as if the flight attendant had retired, or (b) the later of the April 1 of the calendar year following the calendar year in which (1) the flight attendant attains age 70½ or, (2) retires.

The flight attendant who continues employment with the Company beyond his/her normal retirement date will continue to accrue "credited service" up to the maximum of thirty (30) years. Further, earnings after the normal retirement date would count in the calculation of "final average earnings."

#### Retirement Benefit

##### Basic Retirement Formula:

For flight attendants hired prior to May 1, 2000 and on the seniority list on the May 1, 2000 ; the greater of:

a. Sixty percent (60%) of "final average earnings" less 50% of family Social Security benefit, multiplied by the ratio of "credited service" over 25, if the employee has less than 25 years of service, plus one percent (1%) of "final average earnings" multiplied by the employee's years of "credited service" in excess of 25, but less than or equal to 30; or,

b. One and sixty-four one hundredths percent (1.64%) of "final average earnings" multiplied by the employee's years of "credited service" up to and including 25, plus one percent (1%) of "final average earnings" multiplied by the employee's years of "credited service" in excess of 25, but less than or equal to 30.

For flight attendants hired on or after May 1, 2000, One and sixty-four one hundredths percent (1.64%) of "final average earnings" multiplied by the employee's years of "credited service" up to and including 25, plus one percent (1%) of "final average earnings" multiplied by the employee's years of "credited service" in excess of 25, but less than or equal to 30.

"Final average earnings" and "credited service" are defined terms under the retirement plan. In general, final average earnings means the highest average annual earnings during any three (3) full calendar years during the last ten (10) years prior to retirement. Earnings include all W-2 income, employee 401(k) and flex spending contributions, less extraordinary items such as imputed income, moving or meal expenses. "Credited service" generally includes all years of active employment with US Airways as a flight attendant for which he/she receives or is entitled to receive pay, and as otherwise provided in Sections 19 and 20 herein.

Funding:

The Company shall pay the full cost of the Plan.

Retirement Board:

As per Letter of Agreement covering the establishment and maintenance of a Flight Attendant Retirement board, dated January 23, 1980.

The above represents only a brief summation of the Plan and flight attendants should review the more definitive language contained in the booklet "Retirement Plan for Flight Attendants in the Service of US Airways", or upon request, the definitive Retirement Plan.

3. A flight attendant who leaves the service of the Company and who was immediately eligible to commence pension, retiree health, and travel benefits, may elect to defer these benefits under the provisions of the retirement plan.

#### H. Retirement/Disability Board

1. A Retirement Board shall be established composed of two (2) members and one (1) alternate member selected by the Employer and two (2) members and one (1) alternate member selected by the Association.

2. A meeting of the Retirement Board may be called by mutual agreement of all the members at any time without notice or by any two (2) members of the Board upon thirty (30) days written notice to the other members of the Board. Such meeting shall be held at the Employer Headquarters, unless the majority decides otherwise. The travel and other reasonable living expenses of the employee representatives on the Retirement Board incidental to the holding of such meetings will be assumed by the Association. Each employer or employee representative on the Retirement Board may utilize, at his/her own expense, outside consultants, and such consultants may be present at any meeting of the Retirement Board and have access to all data necessary and pertaining to such meeting. The duties of the Retirement Board shall include, but not be limited to:

a. Development of rules and procedures not otherwise specified in the Plan itself.

b. Periodically reviewing the status of the Plan, including the right to review actuarial practices and procedures, the investment policies and administration of the Fund and expenses and compensation in connection therewith.

- c. Determination of the types and frequency of reports regarding the Plan.
- d. Hearing all disputes arising out of the application and interpretation of the Plan.

e. In addition to the above duties, this Board shall have the jurisdiction to review disputes growing out of the application or interpretation of the Long Term Disability Plan for employees covered by this Agreement due to illness or injury incurred prior to the effective date of the new Long Term Disability Plan. Disputes growing out of the application or interpretation of the Long Term Disability Plan for illness or injury incurred after the effective date of the new Long Term Disability Plan shall not be under the jurisdiction of the Board, but shall be subject to the claims review remedies set forth in the Plan. The Board's jurisdiction shall not be extended to any proposed changes of the LTD Plan as is currently in effect in the Flight Attendant Agreement.

f. In the event the new Long Term Disability Plan is not insured through an outside vendor, the Retirement/Disability Board shall maintain jurisdiction to review disputes as defined in Paragraph 2.e. above.

3. The Retirement Board shall have the authority to appoint subcommittees to handle any problem within the jurisdiction of the Board. Such subcommittees shall report exclusively to the Retirement Board. The travel and other reasonable living expenses of the Association members of the Retirement Board or its subcommittees incurred in the performance of their authorized duties shall be assumed by the Association.

4. The decision of the Retirement Board in any dispute covered in Paragraphs 2.d. and 2.e. above shall be final and binding upon the Employer and the Association and any other person having an interest under the Plan.

5. If the Retirement Board fails to resolve any dispute, the matter shall be submitted to an impartial neutral selected by the members of the Retirement Board. If the Retirement Board fails to agree upon the selection of a neutral within thirty (30) days, the National Mediation Board shall be requested to select the neutral party. The dispute shall then be arbitrated by the Retirement Board with the designee of the National Mediation Board serving as the fifth (5th) member. A majority decision by such Board voted by at least three (3) out of the five (5) members shall be final and binding upon all the parties. Neither the Retirement Board or the neutral, when sitting as a member, shall have authority to alter any of the provisions of the Plan.

6. All books, reports, and records of the Plan shall be available to the Association members of the Retirement Board or such consultant as they may employ.

7. Any dispute involving the medical fitness of an employee under the provisions of the Retirement and LTD Plans shall be resolved through the procedures provided in Section 23 (Medical Examinations) of the Flight Attendants' Employment Agreement.

#### I. Salary Continuance for Occupational Injury Leave

1. A flight attendant who becomes sick or injured as a result of an occupational incident shall receive Worker's Compensation benefits in accordance with individual State laws. In addition, a flight attendant who is receiving Worker's Compensation benefits will receive salary continuance as follows until such time as he/she is released for duty by either his/her doctor or the Company doctor, or is deemed to be totally disabled. If the flight attendant is deemed to be totally disabled, he/she shall receive Worker's Compensation salary continuance after which he/she may be placed on Long Term Disability according to the contract. A flight attendant who is deemed to have suffered an occupational injury and is receiving Worker's Compensation shall be eligible to receive salary continuance for a total period of fifteen (15) months as a result of that particular injury, except that such period shall be extended to thirty-six (36) months if the injury is incurred while performing flight attendant duties and is due to an Aircraft Accident which resulted

in 1) hospitalization of more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received; 2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) causes severe hemorrhages, nerve, muscle or tendon damage; 4) involves any internal organ; or 5) involves second- or third-degree burns, or any burns affecting more than five percent (5%) of the body surface. For the purposes of this Paragraph, "Aircraft Accident" means an occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives Substantial Damage. "Substantial Damage" shall be as defined in CFR, Title 49, Transportation, Chapter VIII, PART 830, Subpart A – General, Section 830.2. An eligible flight attendant who applies for LTD benefits pursuant to Paragraph F. above may commence such coverage once he/she has exhausted his/her salary continuance.

a. A lineholder flight attendant deemed eligible for salary continuance in accordance with Paragraph 1 above shall receive a monthly benefit as follows:

(1) Unable To Report All Month:

If unable to report for duty for the entire month, he/she shall receive an amount equal to the average monthly pay hours earned during his/her last six (6) months as an active flight attendant.

(2) Returning To Duty Mid-Month:

If returning to duty for a portion of the month after the month has commenced, he/she shall receive salary continuance according to the following formula:

$$\text{(Current Option Maximum/\# of days in bid month)} \times \# \text{ of days from the beginning of the bid month to release date}$$

(3) Disabled Mid-Month Without Returning The Same Month:

If, after reporting for duty for any portion of the month, should an occupational illness or injury preclude a flight attendant from fulfilling his/her applicable monthly flying obligation, he/she shall receive salary continuance according to the following:

(a) If the amount of credited time flown in the partial month plus the remaining scheduled time in the flight attendant's original line exceeds the six (6) month average, then the flight attendant can claim the remaining scheduled time in the original line up to the maximum of the flying option he/she is on that month.

(b) If the amount of credited time flown in the partial month plus the remaining scheduled time in the flight attendant's original line does not exceed the six (6) month average, then he/she can claim the difference up to the average, but in no case more than the option amount.

(4) Disabled Mid-Month And Returning The Same Month:

If a flight attendant becomes injured or ill after the month has commenced, and returns to work prior to the end of the month, he/she shall receive salary continuance according to the following:

The amount of salary continuance will be determined by a combination of credited time accumulated prior to the injury or illness, trip missed pay for the trip on which the injury or illness occurred, trip(s) missed pay for any trip(s) in the line during the period of injury or illness and the prorated value for each scheduled day off during the period of injury or illness ("E" in the following formula) as defined below.

$$A - B = C$$

$$C - D = E$$

A = option maximum

B = amount of credited time (including time flown previous to the injury or illness, trip value on which the injury or illness occurred, applicable vacation, sick or training claims, and any credited time remaining in the line from the date of injury or illness until the end of the month)

C = number of hours needed to reach monthly/option maximum

D = total number of scheduled days off remaining in the line from the point of injury or illness to the end of the month

E = prorated value for each scheduled day off remaining in the line from the point of injury or illness to the end of the month

Note: If a flight attendant has initiated a sick call in the month when an occupational injury or illness occurs, he/she shall have his/her prorated off day value calculated as if he/she claimed all time from the sick call.

Example: (Block Value = 80:00 / Option = 105:00)

Date	Trip		
1	1002		
2	TPA		
3	DEN	20:00	
4			
5			
6			
7	1002		
8	TPA	injured	
9	DEN	20:00	
10			1:40
11			1:40
12			1:40
13			1:40
14	1002		
15	TPA		
16	DEN	20:00	
17			1:40
18			1:40
19			1:40
20			1:40
21			1:40
22			1:40
23	doctor release		1:40
24	return to work		
25			
26	1002		
27	TPA		
28	DEN	20:00	
29			
30			

In the above example, the flight attendant accrued twenty hours (20:00) of flight time credit before commencing his/her trip on the 7th. As a result of an occupational injury sustained on the

8th, he/she would be credited for the time flown on the 7th and 8th, plus the difference in salary continuance for the 8th and 9th to equal a total payment of twenty hours (20:00) for the trip, as well as, trips missed for his/her trip on the 14th (20:00). In addition, using the calculation below for determining the value of each scheduled day off between the time of injury and his/her release to return to work, he/she would be entitled to receive additional salary continuance as follows:

Determination of Prorated Daily Rate For Days Off:

Using the above line with four 3-day trips, each worth 20:00 = 80:00:

The line has 15 scheduled days off after the occupational injury.

The flight attendant is on the 105:00 option.

Therefore, in addition to the scheduled time in his/her line, the flight attendant was also eligible to fly an additional 25:00 somewhere during his/her remaining 15 days off in the month (105:00 - 80:00 = 25:00).

Each day off will be credited with a prorated number of hours that would be necessary for the flight attendant to reach his/her option maximum (in this case 25:00) divided by the total number of scheduled days off remaining during the month after the occupational injury occurred (15):  
 $25:00 \div 15 = 1:40$

Trip on the 1st	= 20:00
Trip on the 7th	= 20:00
Trip on the 14th	= 20:00
Trip on the 26th	= 20:00
Total for days off (11 days X 1:40)	= 18:20
Total credited time	= 98:20

After his/her release to work, the flight attendant would be expected to fly a minimum of 21:40 (which is the value of his/her trip on the 26th plus the difference that would be needed to reach 100:00) up to a maximum of 26:40.

If the combination of trips missed and the daily prorated value for days off exceeds the option maximum, the flight attendant shall only be paid up to his/her option maximum.

b. A reserve flight attendant deemed eligible for salary continuance in accordance with Paragraph 1 above shall receive a monthly benefit as follows:

(1) Unable To Report All Month:

If unable to report for duty for the entire month, he/she shall receive an amount equal to the average monthly pay hours earned during his/her last six (6) months as an active flight attendant.

(2) Returning To Duty Mid-Month:

If returning to duty for a portion of the month after the month has commenced, he/she shall receive salary continuance according to the following formula:

(Six Month Average/# of days in bid month) x # of days from the beginning of the bid month to release date

(3) Disabled Mid-Month Without Returning The Same Month:

If, after reporting for duty for any portion of the month, should an occupational

illness or injury preclude a flight attendant from fulfilling his/her applicable monthly flying obligation, he/she shall receive salary continuance according to the following, but in no case more than the option amount:

(Six Month Average/# of days in bid month) x # of days from date of injury (or date last worked if later) until the end of the month

(4) Disabled Mid-Month And Returning The Same Month:

If a flight attendant becomes injured or ill after the month has commenced, and returns prior to the end of the month, he/she shall receive salary continuance according to the following, but in no case more than the option amount:

(Six Month Average / # of days in bid month) x # of days from date of injury (or date last worked if later) until date of release

2. In the event that the findings of the physician chosen by the flight attendant shall disagree with the findings of the physician employed by the Company, the Company will, at the written request of the flight attendant, ask that the two (2) physicians agree upon and appoint a third qualified and disinterested physician, preferably a specialist, for the purpose of making a further medical examination of the flight attendant. The flight attendant's case shall be settled based upon the conclusions drawn as a result of the third physician's medical examination.

3. If a Worker's Compensation claim is disapproved, the flight attendant may appeal such claim through normal state channels. While the claim is in the appeal period, the flight attendant will be paid sick time, if he/she has sick credit in his/her bank. If the decision is reversed and the claim is approved, the amount of sick time claimed, and/or sick time that would have been accrued and claimed but for the original denial of the claim during the appeal process, will be returned to the flight attendant's sick bank. Only the amount of sick time that would have been approved per Section 22.I.1.a. and 22.I.1.b. would be reinstated. Taxes will be adjusted in accordance with the law. However, if the flight attendant has no sick time and the decision is reversed and the claim approved, then salary continuance along with related benefits will be paid retroactively to the date of the incident for all lost time.

4. In addition, a flight attendant shall not be required to work light duty in order to qualify for salary continuance.

5. The Company shall notify a flight attendant in writing upon commencement of an occupational injury leave of the flight attendant's responsibilities under Section 20.J.3.b. through d. (other employment while in leave) of this agreement.

6. A flight attendant receiving salary continuance shall accrue vacation for the balance of the calendar year in which the salary continuance commences and sick leave for the first six months of salary continuance.

7. Notwithstanding Paragraph I.1., above, a flight attendant who is receiving salary continuance as a result of an occupational injury or illness occurring prior to the date of ratification of the 2000 agreement [May 1, 2000] shall remain eligible to receive thirty-six (36) months of salary continuance for such occurrence.

#### J. Passes

1. A flight attendant shall be provided on-line and interline pass benefits in accordance with the Employee Travel Manual unless otherwise provided for in this Agreement.

2. A flight attendant who has completed twenty five (25) years of service with the Company

as a flight attendant and has attained the age of forty five (45) and who leaves the Company shall be eligible for on-line passes in accordance with Company policy as if he/she were still in an active status. When a flight attendant under this Paragraph becomes eligible for and receives retirement benefits, he/she shall be eligible for other benefits that are effective under the retirement benefit program for flight attendants.

3. A retired employee covered under this Agreement will be extended online and interline free and reduced rate transportation privileges in accordance with the interline reciprocal agreements and Federal Regulations.

4. Survivors of Deceased Employees

a. All requests for non revenue travel will be made through the Employee Travel Office, DCA.

b. Applicable term pass charges must be paid in accordance with Company policy.

c. If the surviving spouse remarries, all non revenue travel benefits will cease. During the month of May, each year, a surviving spouse will be required to submit a copy of IRS tax filings which indicate marital status and names of dependents.

d. The surviving spouse and minor children of an employee who has died prior to retirement, with less than ten (10) years of service, are eligible for unlimited online reduced rate and pass travel for a period of one (1) year after the employee's death as provided in the Employee Travel Manual, Section 2-9, Page 1.

e. The surviving spouse and minor children of an employee who has died prior to retirement with ten (10) or more years of service are eligible to receive unlimited on-line reduced rate and pass travel as provided in the Employee Travel Manual, Section 2-9, Page 1.

f. The surviving spouse and minor children of an employee who has died prior to retirement due to an aircraft accident while performing flight attendant duties are eligible to receive unlimited on-line reduced rate and pass travel as provided in the Employee Travel Manual, Section 2-9, Page 1.

g. It is understood that this Agreement is subject to Federal laws governing employee/dependent travel.

K. 401K

The 401K salary deferral plan that was established September 1, 1988 will remain in effect for the same duration and on the same basis as extended to any other employee group not participating in the Defined Contribution Plan that was established January 1, 1993, provided all applicable laws associated with the administration of the plan are adhered to.

## SECTION 23

### MEDICAL EXAMINATIONS

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**A.** A flight attendant may be required to submit to a medical examination at the time of employment, or at any time that the Company notifies the flight attendant in writing, with a copy to the Association, of the grounds which have led the Company to determine that his/her medical condition(s) may impair the performance of his/her normal duties as a flight attendant. In such case the flight attendant shall be furnished a copy of the medical examiner's report.

**B.** Any information obtained by or as a result of a Company medical examination shall be strictly confidential between the Company, the Company's doctor, and the flight attendant and shall not be divulged to any other person without the written permission of the flight attendant.

**C.** A flight attendant hereunder who fails to pass or passes a Company medical examination will be notified by the Company of his/her option to have a review of his/her case in the following manner:

1. A flight attendant may employ a qualified medical examiner of his/her own choosing and at his/her own expense for the purpose of conducting a medical examination.

2. A copy of the findings of the medical examiner chosen by the flight attendant shall be furnished to the Company and, in the event that such findings verify the findings of the medical examiner employed by the Company, no further review of the case shall be afforded.

3. In the event that the findings of the medical examiner chosen by the flight attendant shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the flight attendant, ask that two (2) medical examiners agree upon and appoint a third, qualified and impartial medical examiner, for the purpose of making a further medical examination of the flight attendant.

4. The said impartial medical examiner shall then make a further examination of the flight attendant in question, and the case shall be settled upon the basis of such findings.

5. The expense of the employing of the impartial medical examiner shall be borne one half ( $\frac{1}{2}$ ) by the flight attendant and one half ( $\frac{1}{2}$ ) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the flight attendant.

**D.** When a flight attendant is removed from flying status by the Company as a result of his/her failure to pass the Company's medical examination and appeal such action under the provisions of this Section, he/she shall, if such action is proven to be unwarranted as provided in Paragraph C of this Section, be paid

retroactively for time lost, the amount which he/she would have ordinarily earned had he/she been continued on flight status during such period.

**E.1.** Any medical examination required by the Company shall be paid for by the Company and the Company will make every effort to conduct such examination in the area in which the flight attendant resides at the time the exam is required, subject to the Company's ability to locate a suitable medical examiner to conduct such exam.

2. If it is not feasible for the Company to provide the medical examination in the area in which the flight attendant resides, the Company will furnish the flight attendant with round-trip "Company Business – Space Positive" transportation over the Company's system from the US Airways station nearest his/her residence to the location of the medical examiner.

## SECTION 24

### GRIEVANCES, INVESTIGATION, AND DISCIPLINE

#### A. Disciplinary And Discharge Grievances:

1. Discipline will only be levied for just cause.
2. If a flight attendant is relieved of duties pending an investigation, such release time is with pay. However, a flight attendant may be suspended pending investigation without pay in cases involving: criminal investigation and/or charges by local, state, or federal authorities or an internal matter which could lead to same; physical violence while on duty; theft; violation of the Company's policies regarding drugs or alcohol; possession of firearms, explosives or any type of weapon on Company property; or destruction of Company property. Suspensions from service, whether with or without pay, must be confirmed in writing with a copy to the LEC President. The Company shall complete all investigations expeditiously. If a flight attendant is suspended without pay, he/she may immediately grieve such suspension. Further, such investigatory suspension without pay shall be limited to ten (10) business days (as defined in F.11. below), unless the investigation requires the confirmation of information from sources outside the Company. In such cases the Company shall notify the LEC President in writing of any extension to the original suspension period, the reason(s) therefor, and the end date of the extension. Any subsequent extensions shall be handled in like manner. If the flight attendant does not appear for any Company required meeting during the ten (10) business day period, the suspension without pay may be extended until such meeting is held. If the investigation results in no charge against the flight attendant, or the results do not warrant a disciplinary suspension, or the results warrant a disciplinary suspension less than the investigatory period, the flight attendant shall be made whole for all time lost in an amount which he/she would have ordinarily earned had he/she continued in service during that period.
3. A flight attendant shall not be disciplined or dismissed from the Company without notification in writing with a copy to the MEC President, the LEC President, and the MEC Grievance Chairperson, of the precise charge or charges against him/her. Such flight attendant has a right to an investigation and hearing provided he/she makes a written request for that investigation and hearing within fifteen (15) business days after receiving written notification of the discipline or discharge. Nothing in this section shall extend the right of investigation and hearing to the flight attendant in probationary status.

#### B. Discipline Other Than Discharge:

1. In cases of discipline other than discharge, such written request for an investigation and hearing shall be addressed to the Base Manager where the flight attendant is based, with copies thereof to the Inflight Services Department Head and the Vice President of Labor Relations.
2. The investigation and hearing shall be held by the Base Manager within five business (5) days after receipt of the flight attendant's written request.
3. Within five (5) business days of the completion of the investigation and hearing, the Company shall render its written decision which shall be forwarded to the flight attendant and to the duly authorized representative.
4. When a copy of the decision of the Base Manager has been received by the flight attendant, or the duly authorized representative or representatives, and the flight attendant is dissatisfied with the decision, he/she shall have the right to appeal to the Inflight Services Department Head, provided the appeal request is submitted by the flight attendant in writing within five (5) business days from the date of the flight attendant's receipt of the hearing decision. The appeal hearing shall be held within ten (10) business days after the receipt of the flight attendant's written request by the Inflight Services Department Head or his/her

designee.

5. Within seven (7) business days after the close of the appeal hearing, the Inflight Services Department Head or his/her designee shall render a written decision which shall be forwarded to the flight attendant with a copy of the decision to the duly authorized representative.

6. After the provisions above have been complied with, any further appeal by the flight attendant shall be made to the "US Airways Flight Attendants' System Board of Adjustment", as provided for in Section 25, provided the appeal is made within thirty (30) days from the date of receipt by the flight attendant, or his/her duly authorized representative, of the decision of the Inflight Services Department Head or his/her designee. All submissions to the System Board of Adjustment shall be made in conformity with Section 25.G.

**C. Discharge:**

1. In cases of discharge, the written request for an investigation and hearing shall be addressed to the Inflight Services Department Head with copies to the Base Manager and Vice President of Labor Relations.

2. Such investigation and hearing shall be held by the Inflight Services Department Head or his/her designee within ten (10) business days after the receipt of the flight attendant's written request for an investigation and hearing.

3. Within seven (7) business days after the close of the hearing, the Inflight Services Department Head or his/her designee shall render a written decision which shall be forwarded to the flight attendant and to the duly authorized representative.

4. After the provisions above have been complied with, any further appeal by the flight attendant shall be made to the "US Airways Flight Attendants' System Board of Adjustment", as provided for in Section 25, provided the appeal is made within thirty (30) days from the date of receipt by the flight attendant, or his/her authorized representative, of the decision of the Inflight Services Department Head or his/her designee. All submissions to the System Board of Adjustment shall be made in conformity with Section 25.G.

**D. Non-Disciplinary Grievances:**

1. Any flight attendant or group of flight attendants hereunder who has a grievance concerning any action of the Company other than discipline affecting them shall be entitled to have such grievance handled in accordance with the procedure established in this Paragraph. Grievances should be filed within ninety (90) days after the grievant(s) has, or reasonably would have, knowledge of the matter giving rise to the grievance.

2. In non-disciplinary grievances, such written requests for investigation and hearing shall be addressed to the Base Manager with copies thereof to the Inflight Services Department Head and the Vice President of Labor Relations.

3. The investigation and hearing shall be held by the Base Manager within five (5) business days after receipt of the flight attendant's written request.

4. Within five (5) business days of the investigation and hearing, the Company shall render its written decision which shall be forwarded to the flight attendant and to the duly authorized representative.

5. After the provisions above have been complied with, any further appeal by the flight attendant shall be made to the "US Airways Flight Attendants' System Board of Adjustment", as provided for in Section 25, provided the appeal is made within thirty (30) days of the date of receipt by the flight attendant, or his/her duly authorized representative, of the decision of the Base Manager. All submissions to the System Board of Adjustment shall be made in conformity with Section 25.G.

**E. MEC/LEC Grievances:**

1. Any grievance filed by the MEC President or by an LEC President or designee, shall be directed to the Inflight Services Department Head or his/her designee in accordance with provisions of this Paragraph D. above. This election

is not open to an individual flight attendant's grievance.

2. After the provisions above have been complied with, any further appeal by the MEC President or by an LEC President or designee shall be made to the "US Airways Flight Attendants' System Board of Adjustment", as provided for in Section 25. Such appeal must be made within thirty (30) days from the date of receipt by the MEC President or by an LEC President or designee of the decision of the Inflight Services Department Head or his/her designee. All submissions to the System Board of Adjustment shall be made in conformity with Section 25.G.

**F. General:**

1. The time limits set forth in this Section may be extended by mutual agreement between the Company and the Association.

2. Any disciplinary or derogatory letters shall be removed from a flight attendant's file after twelve (12) active months. The Company will review such files annually and discard any disciplinary or derogatory letters that are no longer applicable.

3. An employee of the Company who is called as a witness for the Company will suffer no loss of pay. An employee who is required by the Company to attend hearings as a witness shall be entitled to five hours (5:00) or trips missed, whichever is greater, flight pay and credit for each day required to attend such hearings.

4. If the Company does not live up to the time limits of this Section, the flight attendant will be reimbursed for compensation lost and all charges will be dropped and his/her file cleared of the charges.

5. If, as a result of any hearing as provided in this Section, a flight attendant is exonerated, he/she shall, if he/she has been held out of service, be reinstated without loss of longevity and shall be paid for time lost in an amount which he/she would have ordinarily earned had he/she continued in the service during that period.

6. If, as a result of any hearing as provided herein, the flight attendant is exonerated, then his/her personnel file shall be cleared of the charges.

7. When it is mutually agreed that a stenographic record is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic record of the proceedings shall be taken, any available written record taken of the investigation and hearing made by either party to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of the written record so requested shall be borne equally by both parties to the dispute.

8. A flight attendant who is required to meet with a Company representative shall be entitled to be accompanied by his/her union elected representative or another flight attendant, if the flight attendant so desires.

9. The Company will provide a flight attendant and/or his/her AFA representative who so requests with a copy of all complaint letter(s) relating to a discussion prior to the discussion with the understanding that no contact with the complainant will be made. A flight attendant responding to such letter(s) does not have to give an immediate answer at this discussion; however, his/her response must be made within a reasonable period of time after providing the flight attendant with an opportunity to consult with his/her AFA representative.

10. All complaint letters must include the name of the person writing the

letter or making the complaint.

11. For the purposes of this Section of the Agreement, "business days" shall refer to each day except Saturdays, Sundays, and those holidays during which the Company's headquarters are closed for business. Upon request, the Company will provide the Association with the published list of such holidays for the calendar year, which list shall be available prior to such calendar year.

## **SECTION 25 SYSTEM BOARD OF ADJUSTMENT**

A. 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 which may arise under the terms of the flight attendants' Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as "US Airways, Inc. Flight Attendants' System Board of Adjustment," hereinafter referred to as the "Board."

B. The Board shall consist of five (5) members, two (2) of whom shall be selected and appointed by the Association, two (2) by the Company, and a neutral fifth member appointed in accordance with Paragraph L. herein. Each party shall designate its members and at all times thereafter will promptly notify the other party in writing of any change of such appointees. The appointees shall be known as "Adjustment Board Members." Nothing herein shall preclude the Company or the Association from substituting alternate members to the Board as necessary.

C. The four (4) members shall serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.

D. The Board shall have jurisdiction over disputes between any employees covered by the Flight Attendants' Agreement and the Company, growing out of grievances or out of interpretation or application of any of the terms of the Flight Attendants' Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.

E. The Board shall consider any dispute properly submitted to it by the President of the Association when such dispute has not been previously settled in accordance with the terms provided for in the flight attendants' Agreement. The Board shall also consider any dispute properly submitted to it by the Inflight Services Department Head.

F. 1. Appointments of Company and Association members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in Washington, DC within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairperson and Vice Chairperson, both of whom shall be members of the Board. The term of office of Chairperson and Vice Chairperson shall be one (1) year. Thereafter, the Board shall designate one of its members to act as Chairperson and one to act as Vice Chairperson for one (1) year terms. Each officer so selected shall serve for one (1) year or until his/her successor has been duly selected.

2. The office of Chairperson shall be filled and held alternately by an Association member of the Board and by a Company member of the Board. When an Association member is Chairperson, a Company member shall be Vice Chairperson, and vice versa. The Chairperson, or in his/her absence, the Vice Chairperson, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.

3. After the organizational meeting referred to herein, the Board shall thereafter meet in the city where the corporate offices of USAir, Inc. are maintained (unless a different place of meeting is agreed upon by the Board) in accordance with Paragraph P below during the first full week of February, May, August, November of each year, provided that at such times there are cases filed with the Board for consideration and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

G. 1. All disputes properly referred to the Board for consideration shall be addressed to the

Chairperson with copies sent to the Vice President of Labor Relations and to the MEC President. Five (5) copies of each petition including papers and exhibits in connection therewith, shall be forwarded to the Chairperson, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:

- a. Question or questions at issue;
- b. Statement of facts;
- c. Position of employee or employees; and
- d. Position of Company

2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter submitted by the Association shall be considered by the Board which has not first been handled in accordance with the provisions of Section 24, including the rendering of a decision.

H. Upon receipt of notices of the submission of a dispute, the Chairperson shall set a date for the hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of the Board consider the matter of sufficient urgency and importance, then the hearing shall be held at such earlier date and at such place as the Chairperson and Vice Chairperson shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairperson shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.

I. 1. Employees covered by the Flight Attendants' Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both.

2. On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group or representatives constituting the Board.

3. The number of witnesses summoned at any one time shall not be greater than the number which can be spared for the operation without interference with the services of the Company.

J. Majority vote of all members of the Board shall be competent to make a decision.

K. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto and anyone they may represent having an interest in the dispute.

L. 1. The fifth and neutral member of the System Board shall be selected by the Company and the Association from an established panel of neutrals. If the Company and the Association cannot agree upon the neutral member or a method of selecting him/her, they shall select him/her by alternately striking names from the panel. The order of striking shall be determined by coin toss for the first case in which a neutral member is chosen under the provisions hereof and, in subsequent cases, the parties shall alternate taking the first strike. Either the Association or the Company, as the parties determine in each instance, shall contact the selected neutral to determine his/her availability. Unless otherwise mutually agreed upon, if the neutral member selected for the particular case is unable to serve within sixty (60) days after his/her selection (or fifteen (15) days in the case of an expedited hearing), the neutral who remained on the list prior to the last strike shall be contacted as noted above. Such a procedure will be followed until a panel member is selected to hear the case. The Chairperson or his/her designee shall supply the

necessary notices of such meeting, time and place, in writing to the Board members and the parties to the dispute.

2. The panel of neutrals shall consist of thirteen (13) neutrals. The parties shall agree on a panel of neutrals in the following manner:

a. Each party shall provide to the other a list of fifteen (15) neutrals within fourteen (14) days after the signing of this agreement. Any names found on both lists will be deemed to be members of the panel. Any other names from either list which can be agreed upon by the parties will also be placed on the panel.

b. Should the parties fail to agree upon a panel of thirteen (13) neutrals within forty five (45) days after the signing of this agreement, then either party may petition the National Mediation Board for a list of candidates consisting of the requisite number needed plus a number of additional candidates equal to three (3) times the number of remaining neutrals needed. The parties will then use an alternate strike process to arrive at the necessary number of neutrals, with the order of striking to be determined by coin toss.

3. Each panel member shall serve for a minimum period of twelve (12) months, effective on the date of signing of the agreement. After a panel member has served for a twelve (12) month period, either the Company or the Association may serve notice to remove him/her by notifying the other party. Within thirty (30) days of such notification or if a vacancy occurs on the panel the parties will endeavor to select a replacement. If the parties cannot agree on a replacement panel member within thirty (30) days, either the Association or the Company may petition the National Mediation Board to provide seven (7) names of arbitrators who are members of the American Arbitration Association and the Company and the Association will select under the procedures set forth in L.2. above, one (1) of the seven (7) arbitrators as a replacement panel member.

M. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedures established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.

N. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made to it.

O. Each of the parties hereto will assume the compensation, travel expenses, and other expenses of the Board members selected by it.

P. Each of the parties hereto will assume the compensation, travel expenses, and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company or the lines of other companies with which the Company has exchange or reciprocal transportation agreements from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law. The Board will make every effort to hold its hearings and investigations at points that will best serve the purpose of satisfactorily concluding the work of the Board with the least amount of travel for the greatest number of persons attending the proceedings.

Q. The Chairperson and Vice Chairperson, acting jointly, shall have the authority to incur such other expenses as in their judgement may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half (1/2) by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves

of absence for the performance of their duties as Board members. So far as space is available, Board members shall be furnished free transportation over the lines of the Company, or the lines of other companies with which the Company has exchange or reciprocal transportation agreements for the purpose of attending meetings of the Board, to the extent permitted by law.

R. Each and every Board member shall be free to discharge his/her duty in an independent manner, without fear that his/her individual relations with the Company or with the employees may be affected in any manner by any action taken by him/her in good faith in his/her capacity as a Board member.

## **SECTION 26 ASSOCIATION ACTIVITIES**

A. The Company shall provide each active flight attendant with a copy of this Agreement, including any existing side Letters of Agreement, printed and bound in a convenient booklet within sixty (60) days of the signing of this Agreement. Any side Letters of Agreement, signed after the effective date of this Agreement, shall be distributed by the Company to all active flight attendants. Such letters shall be of such size to enable easy attachment to the Flight Attendant Agreement.

B. The Company shall provide the Association a monthly report of flight attendant resignations, terminations, and transfers. Such report shall be in alphabetical order and reflect employee number, date of resignation, termination, or transfer, the domicile from which the flight attendant was transferred, and the domicile where he/she is now located shall be noted. A flight attendant transferred to or from management shall be so identified. This report shall be due by the 20th of the month following the month under report.

C. A glass covered, locked bulletin board will be provided by the Company in employees' rooms at domicile for posting of Association notices. Size and placement of such boards shall be determined by mutual concurrence of the LEC President and the Base Manager.

D. The Company will meet and confer with the Master Executive Council President before initiating a new class of service or before implementing a substantial seat reconfiguration.

E. The Company shall provide the Association's MEC President with a monthly report of flight attendants on leave of absence and furloughed. Such report shall be in alphabetical order and include employee's number, type of leave, effective date, and anticipated date of return. It shall be delivered via U.S. Mail and is due by the 20th of the month following the month under report.

F. The Company shall provide the MEC President, LEC President, and Association via U.S. Mail with a monthly list, by the twentieth (20th) of the month following the month under report, of all flight attendants considered probationary employees. This list shall be in alphabetical order and include name, address, employee number, date hired, domicile assignment, and date of completion of probationary period.

G. The Company shall provide an opportunity for an Association representative to address flight attendants in the initial training class in order to explain Association and members' responsibilities and obligations.

### H. Flight-PAC Contributions

1. The Company will provide a means for payroll deductions for flight attendant political contributions.

2. The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the Association.

3. The forms necessary for the administration of this Plan will be provided by the Association and distributed to the flight attendants by the Association. FLIGHT-PAC payroll deductions will be made on a monthly basis from the 15th's paycheck and remitted to the Association on the 15th or as soon as possible thereafter, but in no case more than thirty (30) days later. Such payroll deductions will automatically cease if the flight attendant is terminated, furloughed, laid off or is not in active service with the Company. FLIGHT-PAC payroll deductions for a flight attendant returning from a leave of absence will automatically be reactivated.

### I. Travel for Association Business

1. US Airways flight attendants acting as AFA representatives will be furnished "Company Business-Space Positive" transportation over the Company's system for the purpose of conducting Association business when meeting with the Company. When conducting internal Association business related to the Company, such flight attendants will be furnished "Company Business-Space Available" transportation over the Company's system.

2. Should the Company modify its Union business pass policy, such modification shall be for the limited purpose of making procedural or administrative changes. Furthermore, should the Company agree to extend business pass improvements to other Union representatives such improvements shall likewise be extended to AFA representatives.

3. One (1) Association staff representative will be provided "Company Business-Space Positive" transportation over the Company's system for the purpose of attending negotiations with the Company.

4. A flight attendant on an Association-related leave of absence in accordance with Section 20.E. of this Agreement shall be entitled to the same pass benefits as if he/she were not on such leave.

#### J. Monthly Association Flight Pay Loss

The Company agrees to provide monthly flight pay loss to the Association in accordance with the following:

1. Two hundred sixty-three hours (263:00), plus applicable senior, night and international premiums, which may be shared among Association representatives in any given month by designation of the MEC President.

2. Five hundred sixty-five hours (565:00), plus applicable senior, night and international premiums, which may be shared among the Local Council Presidents in any given month.

3. The amount in Paragraph 2. above shall be increased by forty-five hours (45:00) per month for each new domicile added to the current domiciles (BOS, BWI, CLT, DCA, LGA, PHL, PIT).

4. The amount in Paragraph 2. above shall be decreased by forty-five hours (45:00) in the event a domicile is closed.

## **SECTION 27 SAFETY AND HEALTH**

A. The Master Executive Council President will be advised of all areas relating to safety. As changes to the environment affecting the flight attendants are known, the MEC President will be advised.

B. The Master Executive Council President shall receive copies of all occupational injury reports.

C. The Company will consult with the MEC New Aircraft Committee on the interior design of galley/safety areas as they pertain to flight attendant responsibilities and duties for any new equipment it may consider putting into service prior to a final resolution of the equipment specifications.

D. The Master Executive Council President or his/her designee will be notified of safety evacuation demonstrations and may attend such demonstrations.

E. Accident/Serious Incident/Hijacking Involving Flight Attendants

1. The Company, upon notification of an accident, serious incident, or hijacking involving flight attendants, or upon activation of the situation room for the above events, shall promptly notify the MEC Air Safety and Health Chairperson or designee and the MEC EAP Chairperson or designee.

2. Following an accident, serious incident, or hijacking, flight attendants will, as soon as possible, be provided with medical attention, isolation from the press, and access to their union representatives. The designated emergency contact of each flight attendant involved in an accident or hijacking will be promptly notified.

3. If hotel rooms are necessary for flight attendants involved in an accident, serious incident, or hijacking, the Company shall provide single rooms, adjacently located if possible.

4. Following an accident, serious incident, or hijacking, when flight attendants involved are ready to return, the Company will provide the flight attendants with transportation from the point of the event to their place of residence.

5. In the event of any accident, serious incident, or hijacking involving flight attendants in a foreign country, the Company will, to the extent possible, include the MEC Air Safety Chairperson or designee and the MEC EAP Chairperson or designee in any transportation or other arrangements made by the Company to expedite arrival at the site for other Company personnel. The Company will make the necessary requests to include the MEC Air Safety and Health Chairperson or designee and the MEC EAP Chairperson or designee among those with access to the site.

F. The Company will notify the MEC President or designee immediately upon receipt of information regarding hostilities and/or political disruption which may present a danger to the safety of flight attendants at stations into which they are required to fly. At the request of the MEC President or designee, the Company will meet and review the impact of such hostilities and/or disruptions on flight attendants.

## **SECTION 28 DUES CHECK OFF**

During the life of this Agreement, the Company agrees to deduct from the pay of any employee hereunder who is a member of the Association the standard monthly membership dues uniformly levied in accordance with the Constitution and By Laws of the Association, as prescribed by the Railway Labor Act, as amended, provided such member of the Association voluntarily executes, and delivers to the Company, as hereinafter prescribed, a standard "Assignment and Authorization for Check Off of Union Dues," hereinafter referred to as a "Check Off Form," and subject to the conditions stated therein and as may be stated elsewhere in this Agreement. In addition, dues check offs for a flight attendant returning from a leave of absence will automatically be reactivated.

## **SECTION 29**

### **COLLECTIVE BARGAINING SERVICE CHARGE**

#### A. Collective Bargaining Service Charge

1. Each employee of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association shall be required, as a condition of continued employment, beginning thirty (30) days after the effective date of this Agreement or thirty (30) days after the completion of his/her probationary period, whichever is later, to pay to the Association each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Association's regular and usual initiation fees and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues and periodic assessments (not including fines and penalties), including MEC assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

2. If an employee of the Company covered by this Agreement becomes delinquent in the payment of this service charge or an Association member becomes delinquent in payment of his/her initiation fees and/or dues, and/or periodic assessments (as defined in Paragraph A.1. above), the Association shall notify such employee by certified mail, return receipt requested, copy to the Company's Chief Labor Relations Officer, that he/she is delinquent in the payment of such service charge, initiation fee, and/or membership dues, and/or periodic assessments as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that he/she must remit the required payment within a period of fifteen (15) days or be discharged.

3. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Association shall certify in writing to the Chief Labor Relations Official of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Chief Labor Relations Official of the Company shall thereupon take proper steps to discharge such employee from the service of the Company.

4. A grievance by an employee who is to be discharged as the result of an interpretation or application of the provisions of this Section shall be subject to the following procedure:

a. An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to his/her case, may submit his/her request for review in writing within five (5) days from the date of his/her notification by the Chief Labor Relations Official of the Company as provided in Paragraph 3 above. The request must be submitted to the Chief Labor Relations Official of the Company, or his/her designee, who will render his/her decision in writing not later than five (5) days following receipt of the grievance.

b. The Chief Labor Relations Official, or his/her designee, shall forward his/her decision to the employee with a copy to the Association. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the employee or the Association, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Association within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the employee or the Association may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne equally by the Association and the Company.

5. During the period a grievance is being handled under the provisions of this Section, and

until final award by the Chief Labor Relations Official of the Company, his/her designee, or the neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.

a. An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of this Agreement.

b. The Company shall not be liable for any time or wage claims of any employee discharged by the Company pursuant to a written order by an authorized Association representative under the terms of this Paragraph.

B. 1. When a "Service Charge and Dues Form" as specified in Section 28 is received by the Supervisor of Accounts Payable on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Section.

2. The Company will remit to the Association all dues collected on a given payday, on or as soon after the payday as possible. To expedite the remission of the dues to the Association, the dues will be electronically transferred to a bank designated by the Association not later than five (5) business days after the date of deduction, unless precluded by unforeseen circumstances. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company will promptly send a list of names and stations of the employees for whom deductions have been made in that particular period.

C. No deductions of Association of Flight Attendants' dues will be made from the wages of any employee who has not executed a "Service Charge and Dues Form" and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within a classification covered by this Agreement, whether by transfer, termination, leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the employee has not revoked the assignment in accordance with the other appropriate provisions of this Section and of the Railway Labor Act, as amended.

1. A separate alphabetical list shall be provided for all flight attendants for whom no dues have been withheld with reason why dues were not withheld. Such list shall also identify each flight attendant by employee number.

2. An employee who has executed a "Service Charge and Dues Form" and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked his/her assignment, and if he/she is re-employed, further deductions of Association of Flight Attendant dues will be made only upon execution and receipt of a new "Service Charge and Dues Form".

D. Collections of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Association of Flight Attendants and will not be the subject of payroll deductions.

E. Deductions of membership dues shall be made from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which his/her last day of work occurs.

## **SECTION 30**

### **GENERAL**

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**A.** The Company and the Association of Flight Attendants agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Association of Flight Attendants agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in an United States armed service, or status as a Vietnam era veteran or disabled veteran.

**B. 1.** All orders to flight attendants involving a change in domicile assignments, promotions, demotions, furloughs, vacations, and leaves of absence shall be stated in writing.

2. Bulletins pertaining to filling of vacancies, request for personal leave of absence, and any other pertinent information for exercising seniority will be mailed to the flight attendants on leaves of absence and vacation, if their leave period is outside of the posted bulletin.

**C. 1.** Should the Company be granted international MAC contracts or international routes (excluding Canada) or if any new equipment is placed into service during the term of this Agreement, negotiations for rates of pay, rules, and working conditions may be initiated by the Association or the Company irrespective of Section 32 (Duration) of this Agreement. Such conferences shall begin within thirty (30) days after requests have been made for such conferences unless otherwise mutually agreed upon by the Association and the Company.

2. If the parties fail to reach a mutual agreement regarding such pay, rules, and working conditions, any unresolved issue(s) will be submitted to a neutral referee for resolution. Such referee shall be selected from a panel of seven (7) referees provided by the National Mediation Board. Hearings shall be conducted expeditiously and a decision rendered within sixty (60) days from the date a panel is requested, unless mutually agreed otherwise.

3. Should any improvements be agreed upon or resolved by the neutral referee, such improvements shall be made retroactive to the date any flight attendant began such new service or new aircraft.

**D.** In the event free parking facilities for employees are not available at flight attendant domiciles, the Company will assume the monthly parking charge up to a maximum of five dollars (\$5.00) per month, assessed by the appropriate authority (airport, etc.) for parking in an area designated for employees. This provision will not apply to original or replacement charges to employees for parking decals, stickers, gate keys, or similar items.

**E.** A flight attendant shall not be required to hand carry Company mail or material other than envelopes including paychecks and small parcels. A flight attendant shall not be responsible for assisting in loading or unloading of aircraft.

F. A flight attendant will not be required to clean aircraft at a station(s) where the Company has its own utility employees or contracted vendor cleaners on duty.

**G. Cabin Jumpseats (See Also Contract Clarification Here)**

1. Cabin jumpseats shall be for the exclusive use of flight attendants on the US Airways System Seniority list and flight attendant trainees as provided in paragraphs a. – d. herein. After all passenger seats have been filled, boarding priority for unoccupied cabin jumpseats shall be as follows:

- a. Deadheading flight attendant who is requested and agrees to occupy the jumpseat.
- b. Flight attendant traveling on Company business.
- c. Flight attendant traveling for personal reasons, in order of flight attendant seniority as defined in Section 16.B.1.
- d. Flight attendant trainees.

2. A flight attendant may ride the unassigned and/or unoccupied jumpseat(s) installed on any US Airways, Inc. aircraft, including charters, as follows:

- a. A flight attendant, at his/her option, may be in uniform or be attired in accordance with the standard dress code required for First or Business Class non-revenue employee travel with a Company ID displayed above the waist. Notwithstanding the above, a male flight attendant seated in the Coach or Economy Class section jumpseat shall not be required to wear a sport coat or suit coat, but may instead elect to wear a tie with a coordinated collared dress shirt, and if such election is made, such flight attendant shall not be permitted to sit in the First or Business Class section.
- b. A flight attendant may be required to move to an inconspicuous jumpseat to avoid any service disruption.

3. Procedure:

**WHO DOES WHAT**

*Flight Attendant*

1. Request flight attendant cabin jumpseat authorization from Company representative.

2. Complete Jumpseat Authorization Form in its entirety in duplicate.

*Company Representative*

3. List each flight attendant requesting jumpseat authorization, reason for travel and seniority date.

4. Assign flight attendant jumpseat according to following priority:

- Company Business (most senior first)
- Personal (most senior first)

5. Provide signature, station and date on Flight Attendant Jumpseat Authorization Form and give original copy to flight attendant awarded the jumpseat.

*Flight Attendant*

6. Present completed and signed Flight Attendant Cabin Jumpseat Authorization Form to senior flight attendant on the aircraft.

*Senior Flight Attendant*

7. Advise the Captain of the aircraft that the jumpseat is occupied and provide Jumpseat Authorization Form.

*Downline Station*

8. Remove flight attendant cabin jumpseat rider only: -if Company business over personal business

4. A flight attendant who is authorized to occupy a cabin jumpseat is expected to introduce her/himself to other flight attendants. If in uniform, a flight attendant occupying a jumpseat may be permitted, but not required, to assist the on-duty flight attendants in their duties.

5. A flight attendant awarded the cabin jumpseat shall not be removed by any other flight crew member unless in accordance with Paragraphs G.1.a. or b. above.

6. A flight attendant deadheading in accordance with Section 14 shall not be required but may be requested to occupy the unassigned/unoccupied flight attendant jumpseat(s) in accordance with Paragraph G.1.a. above.

7. In the event there is an unoccupied passenger seat in coach/economy class, excluding crew rest seats, after the door of the aircraft has closed, a flight attendant awarded a jumpseat

may occupy such passenger seat. After the door of the aircraft has closed, a flight attendant awarded a jumpseat may occupy an otherwise unoccupied seat, excluding crew rest seats, in other classes of service (i.e., first class or business class/Envoy) under the following conditions:

a. On domestic or international flights with two classes of service (i.e., first class or business class/Envoy and coach/economy), one (1) otherwise unoccupied first class or business/class Envoy seat, as applicable, may be occupied by such flight attendant provided he/she is in uniform or is attired in accordance with the standard dress code for non revenue employee travel required for such class of service.

b. On domestic or international flights with three classes of service (i.e., first class, business class/Envoy and coach/economy), one (1) otherwise unoccupied business class/Envoy seat may be occupied by such flight attendant provided he/she is in uniform or is attired in accordance with the standard dress code for non revenue employee travel required for such class of service.

#### H. New Equipment Design

1. "New Equipment" as provided by this Paragraph H. means any equipment placed into service by the Company of an aircraft type or series which is not in service on the date of signing. For the purposes of this paragraph, the following equipment types shall not be considered "New Equipment":

A330  
B767-200  
A319, A320 and A321  
B737-200, B737-300 and B737-400  
B757  
B727  
MD-80  
DC9-30  
F100

2. The Company will notify the MEC President/designee when firm aircraft delivery commitments are put in place that would introduce New Equipment into service. Upon request, the Union

will receive copies of interior design plans for such New Equipment, including revisions of such plans. The Union's input to such plans will be considered during the design process.

#### I. Legal Representation

The Company shall, at its own expense, provide legal representation for any flight attendant covered by this Agreement named as a defendant or subpoenaed as a witness in any legal proceedings arising out of such flight attendant's performance of his/her duties with the Company, including, but not limited to, the use of Automatic External Defibrillators (AED) or the administration of Cardiopulmonary Resuscitation (CPR), and shall indemnify such flight attendant, or his/her estate, against any money judgement or award rendered against him/her, provided, however, that the Company shall not be obligated to defend or indemnify a flight attendant where the flight attendant has acted outside of the course or scope of employment, including but not limited to acts of willful misconduct, serious violations of Company policy as published to flight attendants, or performance of duties grossly inconsistent with established training procedures. When a flight attendant is removed from schedule for the purpose stated above, he/she shall be paid and credited for what he/she normally would have earned, plus actual expenses reasonably incurred. If the proceeding occurs on a day off, that flight attendant shall be given another day off of his/her choice with pay and credit, plus any actual expenses reasonably incurred.

**SECTION 31**  
**AMENDMENTS TO AGREEMENT**

Either party hereto may, at any time, propose in writing to the other party an amendment or amendments which they may desire to make to this Agreement, or supplemental agreements thereto, and if such amendment or amendments are agreed to by both the said parties, such amendment or amendments shall be stated in writing. Each party to this Agreement agrees to keep the other informed, by written notice, of the individual(s) authorized to amend and/or enter into understandings in matters concerning this Agreement.

## SECTION 32 DURATION

A. This Agreement supersedes and takes precedence over all previous Agreements. The following Letters of Agreement or Letters remain in full force and effect concurrently with the Basic Agreement dated May 1, 2000:

Letter Number:

1. Managed Care (Point of Service Plan)
2. Maintenance of Current Health Coverage Levels
3. Managed Care Review Board
4. More Favorable Medical/Dental
5. Flexible Spending Account
6. Foreign Medical Care, PAP Smears and Mammograms
7. PPO
8. Review of Summary Plan Description
9. Return to Work Program
10. Indemnification of AFA Under LTD Plan
11. Voluntary Separation Program
12. Domestic Partner Benefits Program
13. Rest Consideration
14. US2 Scheduling Clarification
15. Crew Scheduling Settlement
16. New Scheduling System Implementation
17. Domestic A330 Staffing
18. Two Hour Report/No Fly
19. Reserve Leveling
20. Parity Adjustments
21. Aircraft Cabin Cleaning
22. Cabin Jumpseat Procedure
23. US Airways Shuttle
24. US Airways Shuttle Health, Welfare & Retirement
25. US Airways Shuttle Operations
26. US Airways Shuttle Transition
27. CRAF
28. POW
29. EAP, Air Safety and Health, CIRP and Company Policy for Handling Disruptive Passengers
30. Uniform Replacement Allowance Program
31. Direct Deposit Dates
32. Expedited Arbitration
33. Mediation
34. Inflight Management Co-Fly Program
35. Use of Co-Fly Program to Avoid Trip Cancellations
36. Performance Program
37. Pregnancy and the Performance Program
38. Ticket Lift
39. Editorial Changes

B. 1. This Agreement shall become effective on May 1, 2000, with the exception of items and different dates mentioned otherwise herein as agreed to in negotiations, and shall continue in full force and effect until April 30, 2005 and shall renew itself without change each April 30th thereafter unless sixty (60) days' notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to April 30th of any year.

2. All provisions of the Agreement not changed or amended by this Agreement shall remain in full force and effect. Other provisions of the Agreement are hereby amended as may be necessary to make them conform to the changes herein.

3. Section 3.A., Compensation, shall become effective May 1, 2000 for all employees covered by this Agreement who were on the payroll of the Company on that or subsequent dates, except those employees who have resigned, were discharged, or otherwise no longer have an employee/ employer relationship with the Company.

#### C. Effective Dates

The following will be effective as indicated below:

##### 1. Section 3 – Compensation

Paragraph H. – Training Pay – January 1, 2001

Paragraph N. – Reserve Override Pay – Coincident with full implementation (i.e., bid and award in all domiciles) of Secondary Lines

##### 2. Section 9 – Scheduling

Paragraph C.2. – Primary Lines – Coincident with implementation (i.e., bid and award in all domiciles) of SAP (including dates, overprojection adjustments, obligations)

Paragraph C.3. – SAP – Target date no later than May 1, 2001; may be tested prior to full implementation.

Paragraph C.4. – Secondary Lines – Coincident with full implementation (i.e., bid and award in all domiciles) of SAP (including dates, overprojection adjustments, obligations). However, Secondary Lines may be tested prior to full implementation. The number of lines to be constructed prior to the full implementation of SAP shall be determined by mutual agreement.

##### 3. Section 10 – Hours of Service

Paragraph C.9. – Bidding For Options – First annual bid will begin August 1, 2000 for 2001 positions.

##### 4. Section 11 – Reserve Duty

Paragraphs A., K. – Inviolable Days and TDY Inviolable Days – Coincident with full implementation (i.e., bid and award in all domiciles) of SAP and Secondary Lines.

Paragraph D.1. – D.4. – New Reserve Assignment System – Coincident with full implementation (i.e., bid and award in all domiciles) of SAP and Secondary Lines.

##### 5. Section 12 – International

Paragraph D.2.d.(5) – Crew Rest Seat Curtains – Target Date May 1, 2001.

Paragraph F.3. – 12-Month Bid – First annual bid will commence August 1, 2000 for 2001 positions

Paragraph F.14. – Bidding Into/Out of An ITD – January 1, 2001

Paragraph F.31. – August 1, 2000 for 2001 positions

##### 6. Section 21 – Training

Paragraph D.2. – Current process will apply through June 30, 2000

7. Section 22 – Health, Welfare, Retirement and Other Benefits

Paragraph F.1. , F.2., H.2.e. – LTD – Current LTD plan and Disability Board will remain in place until effective date of new plan – Target Date May 1, 2001

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Agreement this May 1, 2000.

WITNESS:

FOR US Airways, INC.

/s/ Anthony J. Bralich Jr.  
Director,  
Labor Relations - Flight

/s/ John M. Hedblom  
Vice President  
Labor Relations

/s/ Robert A. Fuhr  
Senior Director,  
Inflight Services

/s/ David C. Chapla  
Manager,  
Labor Relations - Inflight

/s/ N. Bruce Ashby  
Senior Vice President  
Corporate Development

/s/ Luis V. McSween  
Director, Crew Scheduling

/s/ Susan L. Wall  
Manager, Inflight Services

WITNESS:

FOR THE  
FLIGHT ATTENDANTS  
IN THE SERVICE OF  
US Airways, INC.

/s/ Lynn Lenosky  
MEC President  
Association of Flight  
Attendants

/s/ Patricia Friend  
International President  
Association of Flight  
Attendants

/s/ Mark Littleton  
Chairperson,  
Negotiating Committee  
Association of Flight Attendants  
Attendants

/s/ Clare Burt  
Manager of Collective  
Bargaining  
Association of Flight

/s/ Terry Graf  
Negotiating Committee  
Association of Flight Attendants