

# AGREEMENT

between

**ExpressJet Airlines, Inc.**



and

The Flight Attendants in the Service of  
**ExpressJet Airlines, Inc.**

as represented by

**The International Association of Machinists  
and Aerospace Workers**



August 1, 2006 – July 31, 2010

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## SECTION 1 RECOGNITION AND MANAGEMENT RIGHTS

### A. **Recognition**

Pursuant to the order of the National Mediation Board, dated July 14, 1993, ExpressJet Airlines, Inc. ( the “Company”) hereby recognizes the International Association of Machinists and Aerospace Workers (the “Union”) as the authorized representative of the flight attendants covered by this Agreement.

### B. **Purpose of the Agreement**

It is understood and agreed to be the duty of the Company, the Union, and the flight attendants covered by this Agreement to cooperate fully, both individually and collectively, to promote the safety and continuity of air transportation, to commit to provide the highest quality of customer service, and to promote and further the efficiency and economy of the Company’s operation.

### C. **Scope of the Agreement**

This Agreement shall be applicable to flight attendants employed by the Company assigned to domiciles located in the United States, its territories and possessions within the jurisdiction of the Railway Labor Act, as amended. All flight attendant duties shall be assigned to and performed exclusively by flight attendants holding positions on the System Seniority List in accordance with the terms and conditions of this Agreement.

### D. **Management Rights**

Flight attendants covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains full and complete right and power to exercise its reasonable management authority in the operations of its business. Such management authority includes, but is not limited to, the right to manage and direct the work force, including, but not limited to, the right to hire, promote, demote, transfer, and control operations and to establish and change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities; the right to determine and change the number, size and location of domiciles and facilities,

and the number of flight attendants and the work to be done at each domicile; the right to establish and change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discharge or otherwise discipline flight attendants for just cause subject to the grievance procedure provided herein. No retained management right will be waived except by the express written agreement of the parties.

**E. No Strike/No Lockout**

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

**F. Successorship and Mergers**

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For purposes of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions which close within a 12 month period.
2. No contract or other legally binding commitment involving the transfer of ownership or control pursuant to a successorship transaction, whether by sale, transfer or lease of the Company or substantially all of its assets, will be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of entering into, concluding and implementing such transaction that the rates of pay, rules and working conditions set forth in this Agreement will be assumed by the successor employer and employees on the then current system seniority list will be employed in accordance with the provisions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any substantial part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a definitive agreement with respect to a transaction as herein described.

3. In the event of a merger of airline operations between the Company and another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger flight attendants' seniority lists in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.
4. In the event of a merger of airline operations, this Agreement shall be considered to be amendable as provided in the Duration Section of this Agreement and Section 6 of the Railway Labor Act. Integration of the flight attendant groups shall not occur until the flight attendant seniority lists are merged pursuant to procedures as described above, and agreement is reached over rates of pay, rules, and working conditions for the post-merger craft or class. Prior to such agreement, the terms and conditions of this Agreement shall continue to apply to the flight attendants whose names appear on the Company's flight attendant system seniority list.
5. The following additional requirements shall be applicable in the event of a merger, purchase or acquisition involving the Company, regardless of the identity of the surviving carrier or whether formerly separate operations are to be integrated.
  - a. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Company flight attendants, so long as such recognition is consistent with the Railway Labor Act and any applicable rulings or orders of the National Mediation Board. Recognition of a post-merger representative shall be governed by the Railway Labor Act and by any applicable rulings or orders of the National Mediation Board.
  - b. Subject to applicable securities and other laws and regulations, the Company will review with the Union the details of any material agreements relating to succession transactions in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.

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

#### **G. Expedited Board of Adjustment**

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of paragraph F., above, on an expedited basis directly before the System Board of Adjustment with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within 3 days of the filing, an arbitrator will be selected pursuant to Section 20 of this Agreement. The dispute shall be heard no later than 30 days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than 30 days following submission, unless the parties agree otherwise in writing.

## SECTION 2 DEFINITIONS

**A. Airport Alert**

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

**B. Bid Line**

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

**C. Bid Period**

“Bid Period” means the first day through the last day of the period specified on the bid packets.

**D. Block to Block**

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

**E. Business Day**

A “business day” means Monday through Friday except holidays

**F. Calendar Day or Day**

“Calendar Day” or “Day” means from midnight to midnight.

**G. Carry-In Days (CI Days)**

“Carry-In days” are workdays in a flight attendant’s schedule used to cover carry over time from the previous bid period. The number of carry-in days will be determined by the number of days in a trip that operates from the previous bid period into the new bid period. Any series of carry-in days will run consecutively from the 1st day of the month in the current bid period.

**H. Co-Terminal**

A “co-terminal” is 1 of 2 or more airports serving the same geographical area.

**I. Credit Hours**

“Credit hours” are hours used for pay purposes. They may include actual or scheduled flight time on regularly scheduled flights, deadhead time, extra sections, charter trips and certain other specified non-flight assignments.

**J. Crew Meals**

“Crew meals” are meals provided for a flight attendant during the course of a trip.

**K. Deadheading**

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

**L. Displaced**

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

**M. Domestic Partner**

“Domestic Partner” shall mean a person who has an intimate, committed relationship of mutual caring with a flight attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:

1. Has resided at the same residence and household as the flight attendant for at least 6 consecutive months while in such a committed relationship, and
2. Be at least 18 years of age and not legally married, and
3. Be mutually responsible with the flight attendant for each other’s welfare and obligations, and
4. Is not related by blood or adoption to the flight attendant, and
5. Be the sole domestic partner with the flight attendant, and have been so for at least 6 consecutive months, and
6. Be of the same gender as the flight attendant, and
7. Has provided the Company with either a notarized affidavit affirming her/his qualification as a domestic partner pursuant



to this paragraph, or a copy of a certification or registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification or registration.

**N. Domicile**

A “domicile” is a location to which flight attendants are assigned.

**O. Drafting**

“Drafting” is the mandatory assignment, in reverse order of seniority, of open time to a flight attendant who is on a day off or completing her/his last scheduled segment of a trip pairing before going off duty, or who is otherwise unavailable for reassignment.

**P. Duty Day**

“Duty Day” is a day in which a duty period begins or ends and all days away from domicile while flying a trip (includes deadhead). Also, any day, or partial day, scheduled for reserve duty, training or Company business.

**Q. FIFO (First In First Out)**

“FIFO” is a method of scheduling whereby flight attendants on reserve assignment depart their base on trips or trip pairings in the same order as they arrived.

**R. Flight Attendant**

“Flight Attendant” means an employee of the Company whose duties consist of performing or assisting in the performance of cabin service, standby duty, ground service, which may include picking up and tidying the aircraft, customer service duties at the airport, and related duties, as defined by the Company Policies and FAA regulations, in a resourceful and gracious manner. These duties include responsibility for applying these services for the welfare, comfort, and safety of customers. Whenever the term “flight attendant” is used, it will include the male and female gender.

**S. Flight Segment**

A “flight segment” is each individual component of a trip including no more than 1 take-off and 1 landing.

**T. Involuntary Loss of Time**

An “involuntary loss of time” occurs when a flight attendant suffers a loss of time due to circumstances beyond her/his control; i.e., cancellations, trip duplication, over-flying a scheduled stop, etc.

**U. Initial Line Improvement Window**

The “Initial Line Improvement Window” is a 24 hour period which allows lineholders to trip trade and pick up trips after all adjustments have been completed but before construction of relief lines.

**V. Line Value**

“Line value” is the time value of a flight attendant’s scheduled, actual, or protected flight time, to include any deadhead, training, vacation, sick leave, etc.

**W. Lineholder**

“Lineholder” is a flight attendant who is awarded or assigned either a regular or a relief line.

**X. Local Time (LT)**

“Local time” means the time at a flight attendant’s domicile.

**Y. Open Time**

“Open time” consists of those trips, flight segments or unscheduled trips which remain unassigned after bid award and adjustments.

**Z. Reassignment**

“Reassignment” is the mandatory assignment of an on-duty flight attendant or a flight attendant beginning her/his scheduled trip or flight duty other than that for which she/he was originally scheduled.

**AA. Reserve Flight Attendant**

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

**BB. R Days**

“R Days” are calendar day(s) of required availability which may be scheduled in lines of time or assigned.

**CC. RA Days**

“RA Days” are calendar day(s) of required availability which may be placed on a regular lineholder’s schedule for the purposes of adjustment or construction of a relief lineholder’s schedule. An RA day will have a 10-hour phone availability period.

**DD. RX Days**

“RX Days” are calendar day(s) of required availability which may be placed on a lineholder’s schedule when her/his trip has been modified or cancelled. A lineholder on an RX day will be assigned a trip or a 10-hour phone availability period.

**EE. Secondary Line Improvement Window**

The “Secondary Line Improvement Window” is the time period which allows lineholders and relief lineholders to trip trade and pick up trips. This “window” will be available after relief and reserve lines are awarded and transitions are final, and will remain open throughout the bid period, except during computer maintenance.

**FF. Stand-Up Overnight**

A “stand-up overnight” is a single duty period trip that operates overnight.

**GG. Trip Pairing or Trip**

A “trip pairing” or “trip” is one or more flight segment(s) that shows flying to be done by a flight attendant from the time she/he departs her/his domicile until she/he returns to her/his domicile. Scheduled trips will be published in the monthly bid packets.

**HH. Unscheduled Trips**

An “unscheduled trip” is any trip not operated on published schedules, such as extra sections, ferry flights, charters, etc.

**II. Voluntary Furlough**

“Voluntary furlough” means a flight attendant accepts furlough when she/he has sufficient seniority to hold a position in the system.

## SECTION 3 GENERAL

### A. **Nondiscrimination**

The Company and the Union will comply with all applicable federal, state, and local anti-discrimination laws.

### B. **Records**

1. A flight attendant must maintain and provide the Company with a current address, telephone number and emergency contact telephone number. A flight attendant will not be required to notify the Company of her/his whereabouts on days off or when on vacation.
2. A flight attendant will not be required to update her/his employment records more frequently than once a year, except medical records, home address, telephone number, emergency contact, and benefits, including pass eligibility.
3. A copy of any forms required to be completed by flight attendants will be made available to the flight attendant upon request.
4. Any information other than verification of employment, length of service and earnings requested by any person(s) or agency(s) except an authorized governmental agency, will not be released without the written permission of the flight attendant involved.

### C. **Passes**

1. A Flight attendant will be granted on-line passes and reduced rate travel for her/himself and eligible family members that are extended to other non-management employee groups. Any improvements provided to other non-management employees will be extended to flight attendants and the Union will be notified of any changes in the pass policy.
2. Once each year, a flight attendant shall be entitled to designate 1 travel companion to receive pass travel privileges. A flight attendant may designate either 1 travel companion or 1 spouse for pass travel privileges, but not both. A married flight attendant may elect to designate a person other than her/his spouse as the travel companion. However, should a married flight attendant so elect, her/his spouse will forfeit the spousal pass entitlement.

Travel companions shall be entitled to the same travel privileges as are spouses under the Company's pass travel policies and shall, for purposes of travel, be treated the same as spouses. The service charge for companions shall be the same as the service charge applicable to spouses. However, a flight attendant designating a travel companion who is not entitled to tax-free travel pursuant to the Internal Revenue Code (a person other than a dependent child, parent or spouse) shall bear the tax burden of providing pass travel to such companion. Such costs shall be handled in the same manner as are the similar costs associated with Buddy pass travel.

3. A retired flight attendant and her/his spouse and eligible unmarried children will be granted on line pass and reduced rate travel privileges. They will also be eligible for other airline passes to the extent qualified by other carriers. For the purpose of this paragraph only, a retired flight attendant is one who voluntarily leaves the Company on or after her/his 50th birthday and has a minimum of 20 years of Company service, or one who voluntarily leaves on or after her/his 55th birthday with a minimum of 10 years of Company service.

**D. Savings Clause**

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

**E. System Seniority List**

1. Upon request, but no more frequently than once a month, the Company will provide the Union with system-wide lists of flight attendants in seniority and alphabetical order.
2. Once during each month, the Company will provide the Union with the following information:
  - a. Flight attendant transfers;
  - b. List of Flight attendants who have been removed from the seniority list, and
  - c. Names, addresses, and telephone numbers on file of new hires and the bases to which they have been assigned, and
  - d. Address, area code and telephone number changes submitted by flight attendants to the Company. The list shall include the name, employee number and domicile for each flight attendant submitting such a change during the previous month.

**F. Insurance Indemnification**

1. If a flight attendant is named as a defendant in any civil action for damages (including any such action initiated by a fellow employee or any such action or case arising in a comparable tribunal outside of the United States) arising out of such flight attendant's performance of her/his duties with the Company, the Company through its insurers, will indemnify and save harmless the flight attendant from any money judgment or award rendered against her/him including a judgment for damages based on such flight attendant's negligence.
2. Such indemnification of any flight attendant is limited by all terms and limitations of the Company's policy with its insurers. This provision will apply to civil actions for damages against a flight attendant's estate.

**G. Telephones**

The Company will provide flight attendants access to a reasonable number of working telephones for free local calls in each domicile, data ports, and toll free numbers to Crew Scheduling.

**H. Employment Verification**

Upon a flight attendant's written request, the Company or its vendor will issue a letter verifying the status of that flight attendant's employment and information concerning length of service and earnings at no charge to the flight attendant.

**I. Special Transportation**

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

2. In the event the flight attendant dies while away from her/his domicile on Company business, the Company will return the remains to the flight attendant's domicile or alternate on-line city.

**J. Orders in Writing**

All orders to a flight attendant involving a reduction in force, filling of vacancies, change in domiciles, furloughs, and leaves of absence will be in writing. They will be placed in the flight attendant's V-file or mailed to their residence.

**K. Union Locking Mailbox**

At its own expense, the Union may place a locking mailbox in each domicile in a location reasonably accessible to flight attendants. The mailbox may be permanently mounted on a wall or, as appropriate, in a location convenient to the flight attendants and not otherwise objectionable to the Company.

**L. Lounges/Airport Ready Rooms**

The Company will make reasonable efforts to furnish a crew lounge at each domicile. The flight attendant shall be able to use any pilot ready room if provided.

**M. Bulletin Boards**

1. Glass enclosed lockable bulletin boards (maximum dimensions 3' x 5') acceptable to the Company may be provided by the Union at flight attendant domicile. Each board will be labeled as "Union." The Union and the Company will determine the location of the bulletin board by mutual agreement. Keys will be issued only to the Base Chairperson and to the Base Director.
2. The Company grants the use of Union Bulletin Boards and Union Bulletin Books in the flight attendant work area at each domicile for informational purposes only. Management retains the right to remove any objectionable documents at any time.

**N. Copy of this Agreement**

The Company will distribute to each flight attendant a copy of this Agreement within 60 days of the signing of this Agreement. All new flight attendants will receive a copy when placed in service. The Union and the Company will jointly prepare an index to this Agreement, which will be placed in each copy of the Agreement before distribution. The cost of printing and distributing this Agreement will be paid by the Company. The cover of the Agreement will be decided by mutual agreement between the Company and the Union.

**O. Parking**

Parking will be provided in a flight attendant's domicile. At her/his option, a flight attendant will receive a commuting expense payment of \$35 per month in lieu of parking at her/his domicile. A flight attendant may change her/his election one time each year, or upon residence or domicile change. It is the parties' intent that these amounts be non-taxable to the extent permitted by law.

**P. Deadheading**

1. Deadhead by Air
  - a. When deadheading by air, a flight attendant will be provided positive space on-line and off-line travel. The Company will make the necessary reservation and will make a record locator number available no later than 2359 hours CT the day before the deadhead assignment. An e-ticket boarding pass will be made available by the time the flight attendant reports for the deadhead assignment.



- b. Deadhead will be credited and paid for the scheduled or actual flight time, whichever is greater, when traveling on Company or Continental Airlines flights or the scheduled flight time when traveling on another airline.
  - c. A flight attendant will be scheduled to deadhead only on FAR Part 121 airlines, the foreign equivalent of a Part 121 airline or, with flight attendant consent, other airlines.
  - d. A flight attendant will not be required to deadhead by occupying the jumpseat. However, a flight attendant may volunteer to occupy a jumpseat in order to accommodate a revenue passenger.
  - e. The Company will not require a flight attendant to check-in less than 30 minutes prior to the scheduled departure time of the deadhead assignment at the beginning of a duty period.
  - f. A flight attendant deadheading on Company aircraft will be added to the first class/premium standby list if Company aircraft are equipped with first class/premium seats.
2. Deadhead by Surface Transportation
- a. A flight attendant will have the discretion to decline surface transportation deadhead when she/he deems it unsafe.
  - b. When deadheading by surface transportation, a flight attendant will be credited and paid 100% of the scheduled travel time by using AAA mileage to or from an assignment, assuming a travel speed of 50 miles per hour.  
  
*Example:*      300 AAA miles x 100 % = 300 miles  
                         300 miles ÷ 50 mph = 6.0 hours of pay
3. A flight attendant deadheading will be considered on duty. Deadhead attire must be either a Company uniform or must be in accordance with Company policy.
4. When applicable, lodging, transportation and per diem expenses will be provided to a deadheading flight attendant.

**Q. Crew Meals**

1. Crew meals will be provided in the following circumstances:
  - a. Holidays (Thanksgiving and Christmas) and
  - b. Arrivals at a hub after restaurant hours when the next leg will result in an overnight.
2. Upon request, a flight attendant will be provided passenger meals on those flights when passengers receive meals. Additionally, when flight schedules do not permit a flight attendant to purchase a meal and nutritional needs so require, the flight attendant may call the next arrival station and request that she/he either be provided a meal at her/his expense or the opportunity to purchase a meal.
3. Improvements on the above meal terms that are provided to Company pilots also will be provided to flight attendants.
4. The Company shall provide a minimum of a liter of bottle water each duty period.
5. The Company will discuss with the Union at its request the type and quality of meals being provided.

**R. Union Business**

1. Effective upon signing of this Agreement the Company will assume the cost of 360 hours of credited flight time per bid period system-wide for flight attendants to conduct Union business. This credited flight time, which will be increased by 10 hours per bid period for each additional increase of 100 flight attendants above 1200 flight attendants, is to be used only for conducting Union business related to the Company. Such credited flight time may be used by 1 or more flight attendants designated by the Union.
2. A flight attendant who is designated to conduct such Union business will be released from duty so that she/he may do so, subject to the Company's operational needs.

**S. Flight Attendant V-Files**

Materials approved by District 142 of the IAM may, with prior approval of the Base Director or the Senior Director, Inflight, be distributed through the Company's flight attendant V-files. Prior approval will not be required for:

1. Union meeting notices, including agendas, or
2. Notices of Union officer nominations/elections, including associated procedural instructions, or
3. Ratification announcements, or
4. Direct administrative correspondence with individual flight attendants relating to grievances, dues, or change of address matters.

**T. Passports/Inoculations**

1. An active flight attendant will be reimbursed for passport renewal and the government levied expedited processing fees for such renewal.
2. Inoculations recommended by an appropriate United States governmental agency for any destination served by the Company shall be made available to flight attendants without charge. Such inoculations will be provided at Company designated locations only. It will be the flight attendant's responsibility to keep her/his inoculation records current.

**U. Luggage**

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

**V. Official Notices**

The Company will provide the Union with copies of official notices and postings pertaining to flight attendants and any document which is posted in the flight attendant briefing books.

**W. Conscientious Reporting**

1. This provision establishes standards for managing flight attendant attendance when certain unavoidable circumstances preclude a flight attendant from reporting as scheduled. While

all flight attendants are required to conduct themselves with reasonableness, prudence, and good judgment, the obligation and responsibility to report for work as scheduled remains that of each flight attendant.

2. This provision governs circumstances in which a flight attendant is unable to report for a scheduled assignment due to any of the following:
  - a. Unforecasted severe weather conditions or other natural disasters (i.e., blizzards, hurricanes, earthquakes, and other similar events) or,
  - b. Hazardous or impassable roads resulting from severe weather or natural disasters, or
  - c. Enroute mechanical problems, or
  - d. Unexpected airport closures.
3. This provision applies to a flight attendant whose usual mode(s) of transportation to report for work are rendered unavailable by any of the conditions in paragraph 2, only if there are no other reasonable alternative means of timely reporting for her/his scheduled assignment. A flight attendant living in a location other than her/his assigned domicile who commutes via air is required to ensure that she/he has at least 1 primary and 1 back-up ExpressJet or Continental flight, both of which have seat availability (the jumpseat will not satisfy this requirement) and are scheduled to arrive at least 1 hour prior to the flight attendant's scheduled report time.
4. This provision does not apply to any other circumstance or condition related to a flight attendant's failure to report for her/his scheduled assignment, or to timely report for her/his scheduled assignment, including personal emergencies.
5. When a flight attendant anticipates that she/he will miss her/his scheduled assignment she/he will immediately contact Crew Scheduling. A flight attendant commuting by air will notify Crew Scheduling that she/he will be utilizing the back-up flight immediately upon discovering that she/he is unable

to commute using the primary flight, regardless of the reason for such inability. She/he shall also contact Crew Scheduling immediately upon discovering that she/he will be unable to commute on her/his back-up flight. Upon notification to Crew Scheduling, the flight attendant shall be subject to assignment at the discretion of Crew Scheduling as follows:

- a. She/he may be directed to report to her/his original trip or to a portion of the original trip, joining it at a later point; or
  - b. She/he may be assigned a substitute trip scheduled to fly on the same days as the original trip; or
  - c. She/he may be assigned a substitute trip which begins on any day following the start of the original trip, so long as the substitute trip terminates on the same day as the original trip; or
  - d. She/he may be assigned Airport Alert duty in her/his domicile on any day or consecutive days contained in the original trip; or
  - e. She/he may be given any other substitute assignment which is mutually agreeable to the flight attendant and Crew Scheduling.
6. A flight attendant given an assignment pursuant to paragraph 5, above, will be compensated as if the original assignment had never occurred, and the substitute assignment had in fact been her/his original assignment. If no substitute assignment is given, the original assignment shall be treated as a personal drop, and the flight attendant shall receive no pay or credit relating to it.
  7. A flight attendant who is unable to meet her/his scheduled report time as a direct result of any of the circumstances listed in paragraph 2, above, and who has complied fully with all of the terms of this provision be considered to have an authorized absence without pay, and shall not be subject to discipline as result of her/his inability to report, unless such inability occurs repeatedly.

## SECTION 4 COMPENSATION

### A. Hourly Flight Pay

A Flight attendant will be paid the hourly flight pay set forth below. Hourly rates will be determined by a flight attendant's seniority for pay purposes.

#### Rates of Pay Per Hour

	Effective 8/1/06	Effective 8/1/07	Effective 8/1/08	Effective 8/1/09
<b>1st year</b>	18.00	18.25	18.50	19.00
<b>2nd year</b>	19.56	20.15	20.75	21.37
<b>3rd year</b>	21.15	21.78	22.43	23.10
<b>4th year</b>	22.36	23.03	23.72	24.43
<b>5th year</b>	23.50	24.21	24.94	25.69
<b>6th year</b>	25.00	25.75	26.52	27.32
<b>7th year</b>	26.25	27.04	27.85	28.69
<b>8th year</b>	27.65	28.61	29.62	30.65
<b>9th year</b>	28.48	29.47	30.50	31.57
<b>10th year</b>	29.38	30.55	31.78	33.05
<b>11th year</b>	30.35	31.56	32.82	34.13
<b>12th year</b>	31.04	32.59	34.22	35.93
<b>13th year</b>	31.61	33.19	34.85	36.59
<b>14th year</b>	32.05	33.65	35.33	37.10
<b>15th year</b>	32.55	34.18	35.89	38.00

**B. Incentive Pay Rates**

A flight attendant will be paid the following incentive pay rates for all block hours flown in excess of 255 hours per calendar quarter, including vacation and deadhead, to a maximum of 330 hours, except that no incentive pay will apply for block hours flown in excess of 110 hours in a bid period.

**Rates of Pay Per Hour**

	<b>Effective 8/1/06</b>	<b>Effective 8/1/07</b>	<b>Effective 8/1/08</b>	<b>Effective 8/1/09</b>
<b>1st year</b>	23.00	23.25	23.50	24.00
<b>2nd year</b>	24.56	25.15	25.75	26.37
<b>3rd year</b>	26.15	26.78	27.43	28.10
<b>4th year</b>	27.36	28.03	28.72	29.43
<b>5th year</b>	28.50	29.21	29.94	30.69
<b>6th year</b>	30.00	30.75	31.52	32.32
<b>7th year</b>	31.25	32.04	32.85	33.69
<b>8th year</b>	32.65	33.61	34.62	35.65
<b>9th year</b>	33.48	34.47	35.50	36.57
<b>10th year</b>	34.38	35.55	36.78	38.05
<b>11th year</b>	35.35	36.56	37.82	39.13
<b>12th year</b>	36.04	37.59	39.22	40.93
<b>13th year</b>	36.61	38.19	39.85	41.59
<b>14th year</b>	37.05	38.65	40.33	42.10
<b>15th year</b>	37.55	39.18	40.89	43.00

- C. The anniversary date for pay purposes shall be subject to adjustments as set forth in this Agreement.

**D. Minimum Monthly Guarantee (MMG)**

1. The MMG is 80 hours per bid period (40 hours for Jobshare and Partnership flight attendants), except as otherwise provided in this Agreement.
2. The MMG will be prorated in accordance with Section 5 and Section 8 if a flight attendant is unavailable for a portion of a bid period or misses a trip.

**E. Pay**

1. Pay dates shall be the 1st and the 16th of each month. If a pay date falls on a Saturday, Sunday or a bank holiday, paychecks shall be issued on the preceding business day.
2. Checks issued on the 1st of each month shall include 50% of the previous month's MMG or adjusted MMG at the applicable rate of pay. Checks issued on the 16th of each month shall include 50% of that month's MMG or adjusted MMG at the applicable rate of pay, and the flight pay balance and per diem from the previous month.
3. If a flight attendant's rate of pay changes during a bid period her/his pay for the bid period will be based on the number of days at each rate.
4. Compensation due on the 16th will be reduced by an amount equal to any reduction(s) in compensation incurred for the previous month(s).

**F. Reserve Guarantee**

1. Except as provided in this Agreement, a reserve flight attendant shall receive a minimum of 80 hours compensation for each bid period. A flight attendant who is unavailable for scheduled duty days for any part of a bid period may have her/his MMG prorated. The guarantee for a reserve flight attendant will be reduced by 4 hours for each day or portion of a day the reserve is unavailable for duty.
2. A flight attendant on reserve status for a full bid period will be paid all compensation actually earned or the value of 80 hours (80:00) at the applicable hourly rate, whichever is greater.

**G. Pay Discrepancies**

1. If a flight attendant believes that there has been an error in the computation of her/his pay, she/he must submit an electronic pay claim that describes the discrepancy. If she/he submits the pay claim within 90 days of the paycheck date she/he will receive a response within 14 days. The Company shall substantiate the denial of any pay claim.



2. If the pay shortage to the flight attendant is \$50.00 or less, the shortage shall be added to her/his next paycheck after the Company's response. If the pay shortage to the flight attendant is more than \$50.00, and if requested by the flight attendant, a check for the shortage amount will be issued within 4 business days and then forwarded to the flight attendant by overnight mail.
3. The Company will provide direct deposit of a flight attendant's pay to banks or credit unions designated by the Company with proper authorization executed by the Flight attendant.

**H. Deadhead Pay**

A flight attendant will be credited with full flight time for all deadhead and ferry time.

- I. A flight attendant is expected to be available for a full schedule. Subject to operational needs and Company approval, a flight attendant may reduce her/his their scheduled hours as provided in Section 5 of this Agreement.

**J. Lineholder Guarantee**

1. A flight attendant will be paid each bid period for the sum of scheduled or actual flight time whichever is greater, vacation pay, training and deadhead pay (if applicable). The MMG for a bid period is 80 hours.
2. The MMG is the minimum amount a flight attendant will receive when she/he has been available for the complete bid period. A flight attendant's pay is determined by the MMG multiplied by the appropriate rate of pay. A flight attendant available for each scheduled duty period will receive no less than the applicable MMG at the flight attendant's hourly flight pay rate.
3. A flight attendant on an unpaid leave of absence will have her/his line value reduced by the value of assignments missed. If the resulting line value is less than the MMG, then the MMG will be decreased to the new line value. This reduced line value may be increased by picking up additional time.

4. The MMG may be pro-rated or reduced in accordance with Section 5 and Section 8 if a flight attendant is unavailable for a portion of the bid period. A missed trip will result in the MMG and line value being adjusted.
- K. For each day of publicity, or promotional assignment (not including light duty), a flight attendant will receive credit for 2 hours.
- L. **Reserve Assignments for Lineholders**  
Lineholders will receive credit for 4 hours or time for trips flown, whichever is greater, for an "RA" day.
- M. **Airport Alert**  
A reserve flight attendant will receive 5 hours credit for Airport Alert duty or, scheduled or actual flight time for any trips flown, whichever is greater.
- N. **Lineholder Trip Credit Value**
1. Except as specified in N.2., below, a flight attendant's trip pay shall be the greater of the scheduled (original trip value) or actual block time (including any deadhead time), calculated by flight segment.
  2. If a flight attendants duty period is modified as a result of a reassignment caused by an operational problem or cancellation, that affected duty period shall be credited the greater of:
    - a. the sum of the originally scheduled block times (including any deadhead time) for the segments in that affected duty period, or;
    - b. the sum of the actual block times (including any deadhead time), of the segment(s) flown during that affected duty period.

**O. Original Trip Value**

For pay protection purposes, a lineholder's original trip value is based on the value of the trip when:

1. A lineholder is awarded the trip during the bid award process after the adjustments are complete, or;
2. a lineholder picks up the trip, or;
3. a lineholder trades for the trip.

**P. Reassignment Beyond Original Trip Termination Time**

A lineholder who is reassigned beyond her/his original trip termination time shall be paid at 150% of her/his hourly rate for the actual block time beyond the originally scheduled termination time.

**Q. Holiday Pay**

A flight attendant who works on Christmas Day or New Years Day shall receive \$5.00 per hour add pay for each hour (pro-rated for partial hours) she/he is away from domicile or performing airport alert duties occurring on that day. For purposes of this paragraph, the date will be determined using local time at the departure station.

**R. Holding Pay**

A flight attendant will be paid \$15.00 dollars per hour pro rata by minute as holding pay, for all unscheduled ground time over 30 minutes if required to remain on board the aircraft with passengers or perform customer service duties. A flight attendant will only be paid holding pay when not receiving hourly flight pay.

**S. Trip Rig**

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

1. A flight attendant who departs her/his domicile on a trip shall receive a minimum of 1 hour of pay for each 4 hours elapsed period, prorated until she/he returns to her/his domicile.

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

**T. Charter Pay**

A charter flight attendant will be credited an additional \$5.00 per hour for the value of the actual charter hours flown. If there is a scheduling conflict between a charter and a trip on a flight attendant's schedule, and the flight attendant elects to fly the charter, she/he will be paid the greater of the value of the protected trip at her/his hourly rate per Section 4.A., or the value of the charter trip.

**U. Drug/Alcohol Testing Pay**

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

**V. Red Flagged Open Time**

1. Prior to an open trip's departure, Crew Planning may red flag that trip. Red flagged trips may only be picked up by lineholders on days off and will be credited at the drafting rate.
2. Crew Planning may remove the red flag designation from a trip at any time prior to a lineholder picking up the trip or a reserve being assigned the trip.

## SECTION 5 SCHEDULING

### A. Line Construction

#### 1. Lines of Time

- a. Lines of time will be built to an average of between 80 and 95.5 scheduled block hours (not including deadheading). A flight attendant who is awarded a line with less than 80 hours original flight time line projection will be pay protected up to 80 hours.
- b. Lines will be constructed to include as many similar quality trips or the best possible matching of similar quality trips and to maximize days off.
- c. The number of carry-in days will be determined by the number of days in any trip that operates from the previous bid period into the new bid period. The longest trip that carries in from the previous bid period will run consecutively from the first day of the current bid period.
- d. Trips at the end of a bid period that carry into the following bid period will be flown to completion regardless of the new line award.
- e. Lines of time and reserve lines will be constructed with at least 1 day off in a 7 day period.

#### 2. Relief lines

- a. Relief lines will be constructed primarily from open time trips, although some reserve duty may be included as operationally necessary or to increase the line value. Prior to the commencement of the bid period, a flight attendant awarded a relief line will be provided a copy of the scheduled trip or reserve duty assignments for the month.
- b. The number of relief lines will be published in the relief and reserve lines bid packet. Relief lines will be constructed after the close of the Initial Line Improvement Window but before the opening of the Secondary Line Improvement Window.

3. Reserve lines will consist exclusively of reserve days, and may include Airport Alert duty.
4. Days off
  - a. All lineholder and relief lines will be constructed with a minimum of 12 days off. Reserve lines will be constructed with a minimum of 10 days off in a 30 day bid period and a minimum of 11 days off in a 31 day bid period.
  - b. When a flight attendant is not available for a full bid period due to a leaves of absence or start date for new hires, her/his days off will be pro-rated subject to the following table:

<b>12 Days Off</b>		<b>10/11 Days Off</b>	
<b>Days Available</b>	<b>Days Off</b>	<b>Days Available</b>	<b>Days Off</b>
1	0	1-2	0
2-3	1	3-4	1
4-6	2	5-7	2
7-9	3	8-10	3
10-11	4	11-13	4
12-14	5	14-16	5
15-16	6	17-19	6
17-19	7	20-22	7
20-21	8	23-25	8
22-24	9	26-28	9
25-27	10	29-30	10
28-29	11	31	11
30-31	12		

5. Time permitting, extra sections and scenic flights assigned to a domicile which are not in the bid lines will be placed in open time.
6. If a flight attendant loses a minimum day(s) off or set of days off on the last day(s) of her/his bid line, the minimum day(s) off will be restored in the following bid period.
7. A flight attendant may voluntarily reduce her/his day(s) off below the contractual minimum to perform special assignments for the Company. She/he will not have her/his day(s) off restored to the minimum.

8. A trip will not be constructed with more than 6 segments in a duty period or more than 4 days in a trip without the approval of the Union's Scheduling Committee. Schedules will be constructed with no more than 2 consecutive stand-up overnights.
9. A trip that operates between 0100 and 0400 at the departure city will be constructed with no more than 2 segments, not including deadhead segments. However, if an operational diversion occurs during that duty period, this limitation may be increased to 3 segments, not including deadhead segments.

**B. Hours of Service**

1. Check-in time for a flight, trip and all deadhead assignments will be as follows:
  - a. One hour domicile (:30 on board aircraft); Forty-five minutes at out-stations.
  - b. Thirty minutes at the gate for all deadhead assignments.
2. A flight attendant who is unable to report for her/his trip assignment must contact Crew Scheduling as early as possible. At least 2 hours notice is required.
3. The Company may not reduce the check-in time for a flight attendant at her/his domicile without her/his permission.
4. If the Company reduces a flight attendant's check-in time, she/he will receive per diem credit as if she/he had reported for duty at the time specified in Section 5.B.1.
5. If a flight attendant is more than 15 minutes late for her/his required check-in time, a reserve may replace her/him on the trip. In the event that the original flight attendant arrives to check in prior to the actual departure of her/his flight, the reserve flight attendant will remain on the trip unless a flight delay would be incurred. The original flight attendant may be reassigned.

6. When a trip ends with a deadhead segment, a flight attendant may, with prior approval from Crew Scheduling, elect not to fly such deadhead segment but shall then be responsible for any alternative transportation. Crew Scheduling shall not unreasonably withhold approval for this request. A flight attendant electing not to fly a deadhead segment shall receive her/his regular pay for the scheduled deadhead segment.
7. Duty limitations
  - a. A flight attendant shall not be scheduled or rescheduled to be on duty for more than 13.5 consecutive hours, except for stand-up overnights.
  - b. A trip that includes a stand-up overnight will be constructed with no more than 15:15 hours of duty. This trip will be built with a minimum 6 hour layover, measured from block in to block out, and with a maximum of 3 segments preceding the layover and 1 segment following the layover. Stand-up overnight trips which are scheduled to exceed the duty limitations provided in 5.B.7 will have a minimum pay value of 4 hours.
  - c. Actual duty may be extended to 15.5 hours because of weather delays, mechanical delays or irregularities. A flight attendant may volunteer to start a leg when it is known that she/he will remain on duty in excess of 15.5 hours.
  - d. A flight attendant's duty time begins at the time she/he is required to report for duty at the designated reporting place or does report for such duty, whichever is later. The duty period ends at the conclusion of any non-flying duty, block-in from deadheading, or the later of 15 minutes after block-in of a flight 30 minutes for trips when customs clearance is required) or actual release. If the flight attendant is required to remain at the airport after block-in of her/his flight, her/his duty period will end when she/he is released by Crew Scheduling.



8. Rest Periods

a. Minimum scheduled rest periods will be:

1. Eleven hours from termination of debrief to the next duty period at a flight attendant's domicile (New York, Cleveland or Houston). Minimum rest at all other domiciles is 10 hours from termination of debrief to the next duty period. With the flight attendant's approval, the 11 hours rest may be reduced and the Company will provide a hotel room at or near the airport.

2. Nine hours block in to block out at a layover station.

b. Minimum Actual Rest

With the exception of stand-up overnights, a flight attendant's actual rest periods may not be less than:

1. Ten hours block in to block out at her/his domicile.

2. Eight hours and forty-five minutes block in to block out at a layover station.

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

9. Time Free From Duty

a. Relief from all duty for not less than one-24 hour period will be provided to each lineholder at her/his domicile at least once during any 7 consecutive days.

b. Relief from all duty for not less than 1 day will be provided to each reserve flight attendant at her/his domicile at least once during any 7 consecutive days.

### C. Bidding on Schedules

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

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

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

Should the Company have a need to alter any bid periods established above by more than 2 days, the Union and the Company will meet and agree on any changes. When the bid periods are changed, a notice of those changes will be posted in the Bulletin Books and clearly noted in the Bid Package. Should a bid period deviate from those established above, a notice will be posted in the Flight Attendant Bulletin Books and clearly noted in the Flight Attendant Bid Package

2. If a bid period varies from a calendar month, it will be noted on the bid package.
3. The Company will determine the method of line construction. The Company will construct trips, determine the number of bid lines flown and construct the lines. The Company will allow the Union flight attendant Scheduling Committee to be involved in this process and will consider recommendations. The Company will credit 1 flight attendant on the Scheduling Committee from each domicile 7 hours 40 minutes for up to 2 days while constructing trips and lines. Additionally, the Company will provide overnight accommodations for the flight attendants from Newark, Cleveland and Houston if the Houston flight attendant is a commuter. The Company will pay per diem for actual time away from her/his domicile.

4. Bid packets containing regular lines shall be posted online for at least 5 days. The bid packets will contain the complete scheduled trips. Bids for regular lines will close at 0800 CT on the date indicated on the bid packet. Results will be posted within 24 hours. The Company will make available a hard copy of the bid and trip packet in each Crew Coordinator's office.
5. Bid packets containing relief and reserve lines will be posted after the closing of the Initial Line Improvement Window on line for at least 3 days. Bids for relief and reserve lines will close at 0800 CT on the date indicated on the bid packet. Results will be posted within 24 hours.
6. Bids will be awarded in seniority order at each domicile.
7. Under extraordinary circumstances, all lines may be rebid for the balance of the bid period. If there is insufficient time to rebid the lines, flight attendants will fly replacement trips within the affected line.
8. A flight attendant who does not submit a bid before the bid closing, or who fails to bid sufficient choices, will be awarded the first numerically unawarded line in seniority order for which she/he qualifies.
9. To be eligible to bid a line, a flight attendant must be qualified and current. If a flight attendant has been absent due to a leave of absence, illness or injury for 30 days or more, she/he may bid for the month she/he returns to duty. She/he must first provide written verification no later than 72 hours prior to the bid packets being posted, from her/his medical examiner to her/his Base Management indicating she/he will be able to return by the first day of the bid period she/he is returning to duty. If the release has not been submitted at least 72 hours prior to the bid packets being posted, the flight attendant will not be permitted to bid and, seniority permitting, will receive a schedule made from available open time, if any, or will be placed on reserve for the bid period. Where 2 or more flight attendants return from leave and were ineligible to bid, awards from available open time or reserve days will be made on the basis of seniority.

**D. Bid Period to Bid Period Line Adjustments**

A flight attendant who bids incompatibly is subject to the following bid period to bid period line adjustment procedures:

1. Trips originating in the old bid period will be flown to completion in the new bid period. Lost day(s) off will be restored only if the lost day(s) result in fewer than the minimum contractually required days off in the new bid period.
2. If a flight attendant is unable to fly the first trip(s) in the new bid period and her/his original new bid period line projection is reduced by 3 hours or more, she/he will be subject to adjustment.
3. After a flight attendant has been awarded a line, that line may only be adjusted during the first 10 days of the bid period only for jury duty, leave of absence, training, military service, carry-in time, projected or actual flight attendant FAR legality problems, or other reasons set forth in this Section.
4. The following rules will govern all flight attendant adjustments:
  - a. Adjustments are to be made to  $\pm 3$  hours of the flight attendant's awarded line value using trips in the domicile on days originally scheduled to work.
  - b. If there are no trips in the domicile which can satisfy (a) above, then adjustments are to be made to  $\pm 3$  hours of the flight attendant's awarded line value using trips in her/his domicile on any available day(s).
  - c. If there are no trips in the domicile which can satisfy either (a) or (b) above, a flight attendant's line may be adjusted with any trip in the domicile on any day(s) which will bring her/his line value as close as possible to, but not more than 5 hours greater than, the originally awarded line value.
  - d. Adjustments must be made to comply with minimum rest periods and on-duty limitations.

- e. If no trip(s) is available, the flight attendant may first be assigned to “RA” days on days originally scheduled to fly, and then on a remaining day(s) off in the new bid period.
  - f. A flight attendant may require that the Company not use RA days when adjusting her/his schedule. If a flight attendant elects this option, and is not adjusted, or not fully adjusted, then her/his guarantee will be reduced accordingly.
  - g. Job shares and Partners bidding incompatibly will be adjusted up to a minimum of 40 hours,  $\pm 2$  hours. Half-month leaves will be adjusted to a minimum of 32.5 hours. Job share, Partner and half month leave lines will be adjusted down if they exceed 55 hours.
  - h. Should a carry-over trip interfere with regularly scheduled training, the training date will be dropped and a new training date within that bid period must be scheduled by the flight attendant.
- 5. Flight attendants who may be awarded incompatible schedules from one bid period to the next will be allowed to submit adjustment requests. These requests must meet the deadline date and time posted on the bid packet. The Company will consider such requests consistent with its operational requirements, but shall not be obligated to honor any such requests.
  - 6. After adjustments are complete, they will be made available through the Company computer system. Each flight attendant is responsible for determining her/his new schedule.
  - 7. Adjustment(s) may be made to a line of time only during the adjustment period (the period between announcement of initial bid results and the posting of adjusted awards).
  - 8. Adjustments will honor seniority and preserve line continuity, working conditions and the minimum contractually required days off.

## E. Military Leave Adjustment

1. Any trip(s) in conflict with a drill weekend, other military duty or military leave will be removed from that flight attendant's line of time and be placed in open time.
2. The flight attendant's line value will be reduced by the value of the trip(s) removed from her/his line of time. If the resulting line value is less than MMG, then the MMG will be decreased to the new line value. If the original line value is below the MMG, then both line value and MMG will be reduced by the value of the trip(s) dropped.
3. A flight attendant may request to remain on the portion of her/his trip before her/his military reserve days. She/he may also request that she/he be placed back on the remaining portion of this trip following the military duty. This can only occur at a point where the trip transits the flight attendant's domicile. The request must be made by the flight attendant to Crew Scheduling. Line value will only be reduced for the portion of the trip not actually flown. If necessary, MMG will be adjusted. If due to irregular operations, the flight attendant does not transit her/his domicile as scheduled, she/he may be removed or replaced from her/his trip when it does transit her/his domicile, if she/he still so desires.
4. A reserve flight attendant's MMG will be decreased by 1/20th of the applicable reserve MMG for each day lost due to drill weekend, other military duty or military leave.
5. When a military reservist is awarded a line which conflicts with her/his weekend drill obligations, her/his line will be adjusted in accordance with this Section.
6. A flight attendant will not be charged military leave nor have her/his MMG reduced for military duty which occurs on days off.

**F. Unpaid Leave Adjustment**

A request for an unpaid leave must be approved by the Company. A flight attendant on unpaid leave will have her/his MMG and line value adjusted. No other adjustments may be made to a flight attendant's awarded line of time when she/he is on a leave without pay unless requested by the flight attendant.

**G. Adding, Dropping or Trading Trips**

1. A flight attendant may personal drop a trip or a portion of a trip, subject to operational requirements. Requests will only be accepted the day before report time of the trip or for a partial trip drop, no later than 3.5 hours prior to the departure time for the segment the flight attendant desires to drop. Personal drop requests will be granted on a first come, first served basis.

2. Trip duplication

When 2 or more flight attendants are assigned to the same trip, the senior flight attendant will have the option of flying the trip. When a flight attendant is removed from a trip due to a trip duplication or any other Company error, she/he will have the option of being released from assignment and having her/his line value and guarantee reduced or, be reassigned in accordance with paragraph M., below, or, with the concurrence of the Company, she/he may be relieved of all assignment responsibility with no loss in pay. If the trip duplication is a result of Company error, and if the error is not corrected prior to the day of the trip, the senior flight attendant involved in the duplication error shall have the first option of being released from assignment with no reduction in her/his line value.

3. Trip trades and pick-ups

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

1. When automation of trip trades is completed, flight attendants will have unlimited trip trades with, and pick ups from, open time in their domicile, and unlimited trip trades with other flight attendants in their domicile subject to the provisions of this Section.

2. Minimum days off, minimum rest and maximum duty limitations will apply. Jobshare, Partnership, and half-month leave flight attendants may not exceed 55 hours.

3. Requests for trades must be made through the Company computer system at least 24 hours prior to the scheduled departure time of the first trip, except that if the trip being dropped occurs after the trip being picked up, the request must be made at least 12 hours prior to the trip being picked up. Trades involving 2 trips which both have scheduled departures less than 1 day after the trade must be done by exception, and are subject to operational needs.
4. A trade between 2 flight attendant may be for an entire trip or a portion of a trip. A partial trip trade will only be permitted if the trip is split in the flight attendants' domicile. A flight attendant may advertise a trip or a portion of a trip in the Company's computer system. The flight attendant advertising the trip will be responsible for that trip until the pick up is confirmed. Pay will be in accordance with paragraph K., below.
5. Only 2 flight attendants who are lineholders may participate in a trip trade. Three way trades are not permitted. One flight attendant may trade 1 or more trips or a portion of a trip to another flight attendant without picking up any trip in return from that flight attendant.
6. Complete line trades are permitted including line trades between lineholders and reserves provided the trades do not conflict with month-to-month adjustments. Line trades will be permitted even if vacation is involved with either line. Line trade requests must be submitted no later than 48 hours prior to the first day of the bid period.
7. Open time trades may involve multiple trips. There must be a minimum of 90 minutes from block-in to block-out between trips scheduled for the same duty day.
8. Trip trade requests must be for trips originating in the same bid period. No bid period to bid period trades are allowed.



9. A lineholder may displace a reserve flight attendant assigned to a trip(s) at any time up to 12 hours before the departure time, provided the lineholder is more senior than the reserve flight attendant.
10. The Company's computer system will be the primary method to approve trip trades and open time pick ups.
11. Trips will be awarded from open time on a first come first served basis.
12. Trip trades with open time will be allowed only when sufficient reserve coverage exists as determined by Crew Scheduling.
13. A flight attendant may not adjust schedules to conflict with or eliminate scheduled training or required meetings without the prior written permission of her/his Base Management.
14. Crew Scheduling may adjust flight attendant schedules to conflict with training or required meeting day(s) so long as Crew Scheduling secures a new date to replace those missed due to the reassignment.
15. The placement of trips on other flight attendant's lines to facilitate trip trading ("parking") is not permitted.

#### **H. Open Time**

1. All unassigned time, except as defined in Section 5.A.5, above will be available through the Company computer system. All trip(s) that are placed in open time and changes to open time will be made available as soon as possible.
2. Flight attendants may pick up open time outside their domicile. Hotel rooms and transportation will not be provided by the Company for trips picked up outside a flight attendant's domicile.

3. All trips picked-up from open time by a lineholder and placed in the lineholder's schedule will become part of her/his line for the month unless the flight attendant contacts Crew Scheduling within 1 hour of picking-up the trip to withdraw it.

**I. Initial Line Improvement Window**

1. The Initial Line Improvement Window will be made available for 24 hours to lineholders after all adjustments have been completed but before construction of relief lines. Any time lost due to the disruption of this window (e.g. system maintenance) will be added to the scheduled end time of the Initial Line Improvement Window.
2. All time added or deducted as a result of pick ups or trades during the Initial Line Improvement Window will be paid in accordance with paragraph K., below.
3. Manual trip trade requests through Crew Scheduling will be accepted unless all domiciles are in SWAP.

**J. Secondary Line Improvement Window**

1. The Secondary Line Improvement Window will be available after relief and reserve lines are awarded and transitions are final and will remain open throughout the bid period except during computer maintenance.
2. All time added or deducted as a result of pick ups or trades during the Secondary Line Improvement Window will be paid in accordance with paragraph K., below.
3. Manual trip trade requests through Crew Scheduling will be accepted unless all domiciles are in SWAP.

**K. Pay for Trip Trades, Pick ups, Advertised trips and Personal drops**

1. A flight attendant who trades a trip, personal drops a trip or personal drops a portion of a trip that reduces her/his line value below the minimum monthly guarantee will have her/his minimum monthly guarantee reduced by the number of hours the new line value dropped below the minimum monthly guarantee.
2. If a flight attendant's original line value is less than the minimum monthly guarantee, her/his line value and minimum monthly guarantee will decrease by the amount of hours dropped.
3. If a flight attendant adds time as a result of trade or pick up of a trip her/his line value will increase by the number of hours added.
4. The minimum monthly guarantee will be increased by the amount of time that she/he adds if the minimum monthly guarantee is below 80 hours.
5. In no case will the minimum monthly guarantee increase above 80 hours.
6. Except as provided in N.6., below, a flight attendant's trip pay shall be the greater of the scheduled (original trip value) or actual block time (including any deadhead time) calculated by flight segment.
7. A flight attendant electing to fly less than 80 hours will accrue and retain seniority for all purposes in the same manner as all other flight attendants, unless she/he elects to fly no hours and receives no pay credit for an entire bid period.
8. A flight attendant electing to fly less than 80 hours shall receive all variable pay elements (including on-time bonuses), passes in accordance with Company policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional supplemental life), and shall also receive full vacation, sick leave, and occupational injury accruals as

provided for in this Agreement, unless she/he elects to fly no hours and receives no pay credit for an entire bid period.

9. A flight attendant who flies no hours and receives no pay credit for an entire bid period will be considered to have been on a personal leave of absence for that bid period, including for purposes of benefit accruals and entitlements, and for incentive programs and payments. A flight attendant who flies no hours and receives no pay credit for the entire bid period in consecutive bid periods will be considered to have been on a continuous personal leave of absence for those consecutive bid periods for purposes of accrual of seniority.

#### **L. Drafting**

1. Drafting is the mandatory assignment of open time to a flight attendant who is on a day off or completing her/his last scheduled segment of a trip before going off duty. Trips may be assigned in reverse order of seniority to line holders by drafting them when no reserve flight attendants are available and eligible for the assignments. Drafting is accomplished in the following order:
  - a. Time permitting, the Company may assign the trip in seniority order to any flight attendant who is legal and willing to work the trip assignment;
  - b. Time permitting, in reverse order of seniority, any flight attendant who can be contacted and who will not have her/his next regularly scheduled trip assignment interrupted by such drafting;
  - c. Time permitting, in reverse order of seniority, any flight attendant who can be contacted without regard to her/his scheduled trip assignments;
  - d. If unable to cover the trip assignment by the application of the paragraph L.1.a-c., above, the Company may draft any flight attendant to the trip in reverse order of seniority who will cause the least delay of the trip.

2. A flight attendant who has been drafted shall be replaced with a reserve flight attendant at the first point where operational requirements permit, and the Company has a qualified reserve flight attendant who is available and eligible to fly.
3. A lineholder who is drafted will be paid 150% of her/his hourly rate for the greater of the scheduled or the actual flight time, paid above the monthly guarantee.

**M. Reassignment Before Trip Block Out**

When a flight attendant assigned to a line of time involuntarily loses a trip or originating portion thereof for any reason other than her/his own unavailability for duty she/he may be reassigned by Crew Scheduling in accordance with the following:

1. A reassignment must comply with the following limitations:
  - a. The reassignment may not be scheduled to interfere with the next scheduled day off in the flight attendant's line of time without the flight attendant's consent.
  - b. The reassignment is restricted to the same number of days as existed in the trip(s) the flight attendant lost. If the flight attendant's assigned schedule consists of one duty period trips on successive days, she/he may be given a combination of multiple or single duty period reassignments over those same days.
  - c. If the reassignment is scheduled or actually interferes with the origination of the next trip in the flight attendant's line of time, the loss of the subsequent trip(s) will not subject her/him to further reassignment. The flight attendant will be required to pick up the balance of flying when the trip transits her/his domicile, or deadhead to her/his layover station to complete her/his assigned trip.
2. Notification of reassignment before reporting  
If advised of a reassignment before reporting to the airport, Crew Scheduling may exercise one of the following options:
  - a. Give the flight attendant a flight assignment which is scheduled to depart no earlier than 2 hours before the scheduled departure time of the trip lost.

- b. Require her/him to deadhead to her/his layover station or next station to continue her/his assigned trip.
    - c. Place him/her on RX Day(s),
  3. Notification of reassignment after reporting  
If advised of the loss of her/his assigned flying after reporting to the airport, Crew Scheduling will immediately release the flight attendant or exercise one of the following options within 2 hours of scheduled report time:
    - a. Require her/him to deadhead to her/his layover or next station to continue her/his original trip.
    - b. Give her/him another flight assignment.
    - c. Place her/him on RX day(s)

#### **N. Reassignment After Block Out of Trip Assignment**

1. After departing on her/his scheduled trip, a lineholder may be reassigned irrespective of the fact that her/his flight(s) are operating, provided that the reassignment is scheduled to return her/him to her/his domicile on the same day as the original trip or, if the reassignment occurs on the last day of the original trip, within 24 hours of her/his originally scheduled arrival. The reassignment may not extend into the day following the day of the flight attendant's originally scheduled arrival unless no reserves are available and such reassignment is necessary to protect the integrity of the schedule. When a flight attendant is required to extend more than 2 hours into the flight attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, she/he shall be treated as provided in paragraph P., below.
2. A flight attendant may be reassigned to remain at a city to fly an aircraft which has been delayed due to mechanical or weather problems. The flight attendant must return to her/his domicile within 24 hours of the time her/his initial assignment was scheduled to return her/him to her/his domicile. The assignment may not depart for the purpose of returning her/him to her/his domicile more than 12 hours into her/his day off, unless no reserves are available or the flight attendant cannot be replaced.

When a flight attendant is required to extend more than 2 hours into the flight attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, she/he shall be treated as provided in paragraph P., below.

3. A flight attendant assigned a charter or ferry trip that requires a revision may be required to complete the revised itinerary to an on-line station.
4. Whenever a loss of flying occurs during trip operation, it will be the flight attendant's responsibility to contact the appropriate Crew Scheduler for potential reassignment.
5. A flight attendant will not be reassigned or drafted to fly more than 6 segments in a duty period or to stand-up overnights having more than 3 segments preceding the layover and 1 segment following the layover.
6. If a flight attendant's duty period is modified as a result of a reassignment caused by an operational problem or cancellation, that affected duty period shall be credited the greater of:
  - a. The sum of the originally scheduled block times (including any deadhead time) for the segments in that affected duty period, or;
  - b. The sum of the actual block times (including any deadhead time) of the segments flown during that affected duty period.
7. For pay protection purposes, a line holder's original trip value is based on the value of the trip when:
  - a. A lineholder is awarded the trip during the bid award process after adjustments are complete, or;
  - b. a lineholder picks up the trip, or;
  - c. a lineholder trades for the trip.

8. A lineholder who is reassigned beyond her/his original trip termination time shall be paid at 150% of her/his hourly rate for the actual block time beyond the originally scheduled termination time.
9. Reassignment during Severe Warning Action Plan (SWAP) Implementation  
For purposes of reassignment during SWAP procedures, a flight attendant who has lost flying due to irregular operations may be required to remain with her/his entire crew for a period not to exceed 5 hours past the crew's original scheduled departure time.

#### O. **RX Days**

1. An RX day will be placed on a lineholder's schedule when her/his trip has been modified or cancelled.
2. A lineholder on an RX day will be assigned a trip or a 10-hour phone availability period.
3. A lineholder on an RX day will have a phone availability period for an RX day, or series of RX days, that will start 2 hours prior to the report time of her/his original trip.

*Example: A lineholder has a 4-day trip with a report time of 0800. The trip is subsequently cancelled and she/he is given RX days on the same days she/he was scheduled to fly. The RX phone availability period for each remaining RX day will start at 0600 LT.*

4. A lineholder on an RX day who is notified of a trip assignment prior to the start of her/his phone availability period is released until report time for that trip and is no longer phone liable.
5. The phone availability period on the last day of a series of RX days will end no later than the original trip termination time.
6. A line holder on an RX day must report for duty within 2 hours from the time Crew Scheduling notifies the flight attendant of an assignment. A line holder on an RX day will have 20 minutes to return Crew Scheduling's phone call to accept the assignment.



7. A lineholder on RX days will not be assigned Airport Alert duty.

**P. Restoration of Days Off**

1. A flight attendant who is entitled to restoration of a day(s) off due to drafting, reassignment, or arriving late inbound at the conclusion of the trip 2 or more hours into the flight attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, may elect either to be paid for the lost day off or to have the day restored, unless she/he will be unable to maintain the 8 day minimum, in which case she/he will be required to have the day(s) off restored.
2. A flight attendant must notify Crew Scheduling of her/his choice within 24 hours of the completion of the assignment. If she/he does not, the flight attendant will be paid, as described in paragraph P.3., below, for the lost day off. She/he may not later request that the day off be restored.
3. If the flight attendant's choice is to be paid for the lost day off, 4 hours will be added to her/his line value.
4. If the flight attendant's choice is to have the day off restored, she/he will designate 2 choices within the current bid period. Crew Scheduling will make every effort to accommodate her/his first choice. She/he must be given the day off in the same bid period or the next period after the original day(s) was lost, on a regular scheduled work day(s).
5. Restoration of a day(s) off during a multiple day trip will be either the first or last day of the trip subject to mutual agreement between the flight attendant and Crew Scheduling. If a flight attendant must drop a multiple day trip to restore a day(s) off, she/he will have the option of not accepting reassignment for the remainder of the dropped trip. In this case the flight attendant will either have her/his line value or MMG reduced or, with the concurrence of the Company, she/he may be relieved of all assignment responsibility with no loss of pay.
6. If the flight attendant's choice is to have the day off restored, she/he will receive pay and credit for the value of the flight time lost on the restored day.

**Q. Notification**

Whenever possible, Crew Scheduling will attempt to notify the flight attendant of cancellations, equipment substitutions or delays over 30 minutes (30:00). This will usually be feasible when Crew Scheduling has at least 2 hours notice of change. At a down-line station, Crew Scheduling will notify the pilot in command.

**R. Waiving of Limitations**

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

1. Except as provided in this Section, the flight attendant must have a minimum of 8 days free from duty at her/his domicile within each bid period.
2. A lineholder must have 24 hours free from duty in any 7 consecutive days as provided in this Section.
3. A flight attendant must retain minimum rest periods as provided in this Section.
4. A flight attendant may not schedule herself/himself in excess of maximum scheduled on-duty limitations except as provided in this Section. In case of irregular operations, a flight attendant may elect to waive the maximum scheduled on duty limitations to return to her/his domicile on the last segment of a trip.

**S. Charter Operations**

A flight attendant will be scheduled for ExpressJet charters, doing business as Continental Express, as follows:

1. There will be at least 15 flight attendants in the charter pool.
2. In the event of a charter pool vacancy, the vacancy will be posted in a CIL or other means of system wide notification. A flight attendant who wishes to be considered for a charter pool position must submit an application form.
3. A flight attendant will be considered for a charter pool position if she/he has completed probation and has not received a step of discipline within the preceding 12 months (an "eligible" flight attendant).

4. As part of the selection process, an eligible flight attendant must interview for the charter pool position.
5. The charter pool position will be awarded to the senior flight attendant in the domicile where the vacancy exists who successfully completes the interview process.
6. A flight attendant awarded a charter pool position must complete charter training which will be conducted in accordance with Section 6.
7. The Company will determine the domicile from which charter flying will operate.
8. A charter pool flight attendant will be offered charters in seniority order on a rotating basis, unless a specific charter pool flight attendant is requested. All requests for a specific charter pool flight attendant must be in writing from the customer and provided to the Union upon request.
9. If all charter pool flight attendants in a domicile refuse a charter trip, or no one volunteers for the charter trip, it will then be assigned in reverse seniority order within that domicile. If the Company is unable to contact any charter pool flight attendant within that domicile, the Company may then offer the charter trip to a charter pool in another domicile. A charter pool flight attendant who refuses a charter trip more than twice in a rolling 12 month period will be removed from the charter pool.
10. If there is a scheduling conflict between a charter and a trip on a flight attendant's schedule, and the flight attendant elects to fly the charter, she/he will be pay protected in accordance with Section 4.T., for the greater of the charter trip or the scheduled trip and may not be reassigned or assigned RX days.
11. If the charter cancels, the flight attendant shall be fully pay protected and subject to reassignment.
12. The Company will make every effort to not place charters in the bid lines of non-charter qualified flight attendants. If a flight attendant, who is not charter qualified, receives a charter trip and is removed from it she/he will be released and pay protected without reassignment or RX days.

13. If a charter flight attendant transfers to another domicile, she/he will be offered a charter pool position when a vacancy occurs in that domicile.
14. If a charter pool flight attendant receives a written warning or greater step of discipline, the Company may remove her/him from the charter pool.
15. The Company shall have the right to remove a flight attendant from the charter pool with cause.
16. The parties agree to meet to discuss the charter operation and, by mutual agreement, may make changes to this provision as necessary.

#### **T. Reserve Duty**

1. A reserve flight attendant is always subject to reassignment.
2. A reserve flight attendant must be able to report for duty within 2 hours of notification. Reserves must keep Crew Scheduling advised of local phone numbers where they can be reached while on reserve duty. An alternate contact number such as a beeper is permitted. Crew Scheduling will attempt to contact each reserve flight attendant at least twice within 20 minutes. Crew Scheduling will call each contact number twice to allow for a dialing error. A reserve flight attendant will respond to a beeper contact within 20 minutes (:20). The 2 hour report time will begin at the time the reserve is first called or beeped.
3. The first largest set of days off on a reserve flight attendant's line will be designated as immovable unless the flight attendant notifies Crew Scheduling otherwise by 2359 LT prior to the first day of the bid period. The designated immovable period cannot be changed unless the flight attendant agrees. If an immovable day off is lost, the flight attendant will be paid for the day off lost above the guarantee or have the day off restored, but not both. The restored day off will likewise be immovable. The flight attendant must exercise her/his option to have the immovable lost day restored by notifying Crew Scheduling of her/his choice within 24 hours of the loss. If the flight attendant does not exercise her/his option within 24 hours the flight attendant will be paid for the lost immovable day.

4. Reserve assignments may be classified as either a “Ready” or “Call-out” reserve. Reserve assignments which are dropped or traded will retain their original classification.
  - a. Ready reserves must be available to be contacted for duty assignments on a 24 hour standby basis.
  - b. Call-out reserves are required to be available to be contacted for duty assignments only during assigned notification periods contained in the monthly bid packet. Assigned notification periods may not exceed either 10 hours or number more than 2 in a day. Crew Scheduling may change the assigned notification period(s) a maximum of 4 days in a bid period provided that the newly assigned notification period(s) does not exceed a total time of 10 hours in a day.
    1. Crew Scheduling may attempt to contact call-out reserves outside of the notification period. If contacted, the call-out reserve must accept the assignment.
    2. Call-out reserves may be converted to ready reserve status a maximum of 4 days per bid period.
  - c. Reserve time in each domicile will be constructed so that a minimum of 30% of the reserve time is call-out reserve.
  - d. For the first 3 days of each bid period, and during the Fourth of July, Thanksgiving and Christmas holidays which will be from July 1 to July 7; 3 days before Thanksgiving, 3 days after Thanksgiving and Thanksgiving day; and December 21 to January 4 respectively, all reserves will be ready reserves.
  - e. A reserve duty day where no assignment occurs does not constitute a day free from duty or a day off.
5. A reserve flight attendant must contact Crew Scheduling before leaving the airport after the completion of her/his assigned trip, Airport Alert assignment or scheduled training. Within 30 minutes of such contact, Crew Scheduling will give the reserve flight attendant her/his next assignment or release her/him for crew rest. After release to crew rest Crew Scheduling will only

contact a reserve flight attendant during the last hour of the crew rest period at her/his domicile.

6. A reserve flight attendant will be given flight assignments after consideration of all of the following (listed in order of importance):
  - a. Prevent flying into a scheduled day off.
  - b. Maximize utilization of available duty periods.
  - c. The more limited availability of Call-out reserves.
  - d. Assignment on a first-in, first-out (FIFO) basis.
  - e. Equalization of duty periods assigned (“leveling”).
7. Reserve flight attendants will be provided an opportunity to express their preference for Airport Alert assignments and for minimum flying or maximum flying. Reserves selecting the option to fly more hours are indicating a willingness to be turned first upon completion of trips or have days off rolled first to increase flying time. Other reserves may also have their days off rolled or be turned if insufficient reserve coverage exists. Reserve flight attendants desiring maximum flying will be given flying assignments prior to other similarly situated flight attendants who have expressed a preference for minimum flying.
8. Airport Alert
  - a. Airport Alert duty is limited to an 8 hour duty period. A trip assignment must be scheduled to depart within the 8 hour alert period, or the reserve will be released by Crew Scheduling for days off or minimum rest.
  - b. A reserve flight attendant who is unassigned after completing Airport Alert or is returning to duty from a day(s) off may pick up any trip in open time for the next day departing prior to 0900 LT.
    1. A flight attendant must call Crew Scheduling between 1600 and 1800 central time or within 30 minutes of the termination of the Airport Alert assignment if the

assignment terminates after 1800 central time. These trip pick ups may be denied if incompatible with the number of duty days or when the reserve is at or above 80 credit hours in the month.

2. A reserve flight attendant who picks up a trip in this manner will be released to check-in 12 hours prior to scheduled check-in, but may be subject to reassignment (e.g., if the trip has been cancelled or if she/he has been displaced by a senior line holder). A pick-up may only be denied when necessary to equalize duty periods (leveling) between reserves.
9. A reserve flight attendant may call Crew Scheduling once a day about their status or to request a release from reserve duty.
10. Whenever possible, a reserve flight attendant who has been given a trip assignment or Airport Alert will be released until the designated reporting time of that assignment.
11. When a reserve flight attendant becomes a lineholder, she/he will remain on reserve status until released by Crew Scheduling. This will occur at the end of the last trip assignment of the bid period in which she/he is a reserve flight attendant or on the last day of the bid period, whichever is later. No days off are restored as a result of carry-over trips unless the resulting loss reduces the flight attendant's days off below the applicable minimum. In cases where a lineholder is returning to reserve duty, all conflicting days off will be restored so that the published amount of days off remains.
12. A reserve flight attendant is required to carry her/his passports during any trip or Airport Alert assignment.
13. A reserve flight attendant must call Crew Scheduling to remove herself/himself from duty when ill. A separate call is required on each scheduled duty day on which the reserve is ill, unless the reserve is aware that the illness will prevent working for multiple duty days, in which case a minimum of 1 call for each block of duty days on which the reserve is ill is required.

14. Subject to Company agreement, a reserve flight attendant who loses a duty day(s) due to illness, injury or emergency drop will be allowed to make up the lost day(s) on her/his remaining day(s) off that bid period. The day(s) on which the make-up occurs is subject to mutual agreement. When a lost day is made up in this manner 4 hours will be returned to the flight attendant's reserve guarantee or sick bank as applicable.
15. If a reserve flight attendant is displaced by a line holder after reporting to the airport and is not reassigned, she/he shall receive 2 hours pay credit. Her/his duty period shall commence at the time she/he is scheduled to report to the airport or when she/he reports to the airport, whichever is later. A reserve flight attendant who has been assigned a trip is still considered a reserve and is not limited to that trip.
16. A reserve flight attendant may trade equal sets of days off provided neither flight attendant will be on reserve more than 6 consecutive days or less than 3 consecutive days as a result of the trade.

**U. Flight attendant access to the Company's Computer System**

1. A flight attendant's access to the Company's computer system shall include, but is not limited to:
  - a. Trip trades with open time
  - b. Trip pick ups from open time
  - c. Trip trades between flight attendants
  - d. Trip advertisements
  - e. FIFO list
  - f. Reserve pool display
  - g. Trip access to include scheduled and actual
  - h. All open time
  - i. Schedule access



- j. Pay register
  - 1. Monthly bid submission and award
  - 2. In addition to the access provided above, the Company will allow up to 3 flight attendant's whose names will be provided by the Union to have access to all flight attendants' History Screens.

## SECTION 6 REQUIRED MEETINGS AND TRAINING

- A. A flight attendant may be required to attend general meetings. Meetings will be scheduled into bid lines whenever possible. In no event will they be scheduled with less than 7 days notice. General meetings which are required will be with compensation as follows:
1. On a day scheduled to fly, a lineholder will receive full pay and credit for the trip(s) missed. On a day not scheduled to fly, a lineholder will receive 4 hours pay and credit;
  2. A flight attendant who does not hold a line will receive 4 hours pay and credit.
- B. Except as otherwise provided in paragraph G, below, when the Company assigns a flight attendant training or meeting(s) away from her/his domicile, she/he will receive a fee-waived positive space (PS-5B or equivalent) company business pass from either her/his/ home or domicile to and from the training or meetings. When returning to domicile from such training or meetings, if necessary to return to duty on the same or the following day, the pass will be designated as “must ride.” If a flight attendant who is returning to her/his domicile is not scheduled for duty in the same day or the following day or if the Company elects not to designate the pass as “must ride”, and the flight attendant is required to remain at the training site for additional day(s), she/he shall receive 1 day’s training pay (4 hours pay and credit) for each additional day that she/he is required to remain at the training site. For each of these additional day(s), the Company shall provide suitable hotel accommodations and expenses as provided in Section 7.
- C. Minimum rest and maximum duty limitations will apply to general meetings, recurrent training and new aircraft training.
- D. A flight attendant will be required to attend initial new equipment and recurrent qualification training. Such training will not remain a part of a flight attendant’s pay guarantee unless the flight attendant has actually attended the training, and will be paid as follows:

1. A flight attendant who attends initial new equipment training or recurrent training will receive 4 hours pay and credit per day for each day a flight attendant is required to attend a scheduled classroom training session.
  2. A flight attendant who attends recurrent training on a day off will receive 4 hours pay and credit at 150% of her/his hourly rate. A flight attendant who is required to drop trips to attend recurrent training because training was not offered on their days off will be allowed to elect either to be released from duty with no protection, (i.e., her/his pay guarantee will be reduced accordingly) on non-training days where trips were dropped, or to be protected in accordance with the provisions of Section 5. A lineholder who has elected such protection will receive pay and credit for the trip(s) missed, or for the recurrent training plus any credit from reassigned trips, whichever is greater.
- E. Required home study assignments, including computer-based modules, will receive 1 hour pay and credit.
- F. Initial new equipment training will be scheduled, whenever possible, on days free from duty at the flight attendant's domicile, or with Company concurrence on reserve days during the bid period. Scheduling will adjust schedules which conflict with initial new equipment training to restore, as closely as possible, the flight attendant's originally awarded line.
- G. Recurrent Training**
1. Recurrent training assignments for lineholders shall be posted in open time during the Initial Line Improvement Window. Awards for lineholder training assignments shall be made on a first come-first served basis to lineholders on scheduled day(s) off in her/his due month and posted on the flight attendant's adjusted bid award. A lineholder who bids in any other bid period than her/his due month may be removed from the training assignment and rescheduled. A lineholder who fails to bid for, or is not awarded a training assignment in her/his due month will be assigned a training date in her/his grace month on a day off or a scheduled work day if no training is available on the lineholder's day off.

2. Recurrent training for a reserve flight attendant will be assigned on scheduled reserve duty days, if possible.
  3. A flight attendant who attends mandatory training away from her/his domicile will receive deadhead pay in accordance with Section 4 and per diem in accordance with Section 7. A flight attendant who is attending mandatory training away from her/his domicile, and who elects to do so without flying to the training will receive per diem in accordance with Section 7 from her/his report for training to her/his release from training.
- H. When a flight attendant is required to attend training immediately preceding or immediately following a duty period, she/he shall receive a minimum of 1 hour pay and credit for such training. Such training shall not exceed 1 hour.
- I. A flight attendant is responsible for maintaining her/his flight qualifications by completing all required training. Failure to do so will result in removal from flight status without pay for the time the flight attendant remains unqualified and may result in termination of employment.
- J. A Union official may address new hire flight attendant training classes for informational purposes. The Union will provide the Company an agenda for such presentation. The Company will notify the Union of the date and time for the presentation at least 7 days in advance. The Union shall be allowed up to 2 hours to make its presentation. A Company representative may be present.

## SECTION 7 TRAVEL EXPENSES

### A. Hotels

1. A flight attendant will be provided and the Company will pay the cost of single-room hotels on all layovers, including any unscheduled layovers at the flight attendant's domicile and, upon the flight attendant's request, for any breaks of 5.5 hours or more between flights while on duty. "Unscheduled layovers" are those required by the Company or by operational considerations. The Company will not be required to provide or pay for a hotel room when the break is caused by a "rolling delay", i.e., ATC, weather or mechanical delays that are of unknown duration when they commence.
2. For layovers of 15 hours or more, downtown locations or hotels that offer additional attractions, services or facilities will be provided if these hotels meet the criteria listed below. The Union member of the Hotel Committee may waive this provision on a city by city basis.
3. Criteria used for selection of hotels are security, cleanliness, distance from the airport, availability of alternate food service, and cost considerations.
4. A Hotel Committee consisting of Company and Union members will meet and confer on the criteria, suitability and selection of hotels. The Company will make selections after consultation with the Union. Objections to a hotel by the Union committee members will be brought to the attention of the Company. Upon receipt of the objections, the Company will arrange a meeting with the Hotel Committee and representatives of the hotel in question, if necessary, to resolve the objections. If objections are not resolved and there is a breach of the hotel contract, the Company will arrange for a new hotel without delay. If the hotel contract has not been breached, the Company will arrange for a new hotel at contract expiration when objections based upon the agreed criteria have been raised and when other suitable alternatives are available.

5. A flight attendant will not be responsible for local telephone calls made from her/his layover hotel room.

## B. Transportation

1. Transportation will be provided to and from the hotel. If eating facilities are not available at the hotel, transportation will be provided between the hotel and an eating facility.
2. 4. If transportation from the airport to a hotel is not available within 30 minutes after block-in, the Company will reimburse the crew for a taxi to the hotel if the expense is substantiated by receipt.
3. Should the Company establish any airports as co-terminals, the Company will provide transportation for flight attendants between such co-terminal and the flight attendant's domicile. The flight attendant will be given deadhead credit for the scheduled transportation time, calculated by dividing the surface mileage by 40 and multiplying the quotient by the flight attendant's hourly base rate, and such time shall be considered on duty.

## C. Away from Domicile and Regular Layover Stations

When a flight attendant is away from her/his domicile at a location that is not a regular layover station, the Company will reimburse her/him for reasonable actual expenses for transportation, per diem as specified below, and single occupancy lodging, unless the Company provides accommodations at that location.

## D. Per Diem

1. A flight attendant shall be paid per diem for all duty periods, i.e., from the time that she/he reports for any assignment until the time she/he is released from an assignment back at her/his domicile, including any unscheduled overnights at the flight attendant's domicile. Per diem will be paid at a rate of:

Effective 12/01/04	\$1.60 per hour
Effective 12/01/06	\$1.65 per hour
Effective 12/01/07	\$1.70 per hour

2. In addition, should the Company's pilots receive a per diem rate greater than these rates during the term of this Agreement, the flight attendants shall receive the same rate increases on the same effective date as such rate becomes applicable for the pilots. Per diem payment for trips that bridge two bid periods will be paid in the second bid period's paycheck.

**E. General Meetings and Training**

When a flight attendant is away from her/his domicile for required general meetings or training, the Company will reimburse her/him for reasonable actual meal and transportation expenses and single occupancy lodging for which receipts are provided, not to exceed the maximum amounts set forth in the corporate expenses guidelines. Lodging will not be reimbursed if the Company provides accommodations at that location.

## SECTION 8 VACATION

### A. Basis of Award

1. A flight attendant will accrue vacation based on the flight attendant's seniority date and months worked in the preceding calendar year.
2. Vacation with pay is based on a flight attendant's continuous service with the Company. A flight attendant placed in service on or before the 15th of a month will accrue vacation from the 1st of the month. A flight attendant placed in service after the 15th of the month will accrue vacation from the 1st day of the following month.

### B. Vacation Schedule

1. At the end of the calendar year of hire, a flight attendant will accrue up to 7 days of vacation to be taken the following year. The vacation days will be accrued as follows:

<b>Month Hired</b>	<b>Days of Vacation as of January 1 of the Year Following Hire</b>
January	7
February	6
March	6
April	5
May	5
June	4
July	4
August	3
September	2
October	2
November	1
December	0



2. Vacation shall be taken within the calendar year following the year of accrual in accordance with the following schedule:

<b>Completed Years of Service</b>	<b>Base Vacation Accrual</b>	<b>Vacation Plus Flex Accrual</b>
1 - 4	7 Days	14 Days
5 – 9	14 Days	21 Days
10 – 17	21 Days	28 days
18 – 24	28 Days	35 Days
25 – 29	35 Days	42 days
30 and above	37 Days	44 Days

**C. Vacation Pay**

A flight attendant shall receive compensation based on the value of trips dropped within the vacation block or 3.0 hours per day of vacation, whichever is greater.

**D. Vacation Administration**

1. The vacation bidding process will begin no later than October 1 of each year.
2. Bids will close no later than October 21.
3. Vacation bid awards will be posted no later than November 7.
4. All vacations will be awarded in seniority order within each domicile. A flight attendant may elect to split her/his vacation in periods of not less than 7 days each.
5. A flight attendant absent without pay for 16 days or more during a bid period will have her/his vacation accrual reduced by 1/12th the applicable annual accrual (this does not include jobshares, partnerships or half-month leaves).
6. A flight attendant who changes domiciles will retain her/his vacation period(s). In the case of a new domicile opening, the flight attendant(s) may be required to rebid for her/his remaining vacation days.
7. Vacation periods may be exchanged by a flight attendant with another flight attendant. Their request must be submitted

in writing by the 15th of the month before the earliest of the calendar months involved in the trade. A flight attendant may exchange a vacation period with an open vacation period. The request must be submitted in writing 30 days before the earliest month involved in the trade.

8. Before her/his vacation begins, a flight attendant who is scheduled for jury duty, OI, family, or medical leave, may defer her/his vacation until later in the year. When she/he returns to work, she/he will choose from available vacation periods.
9. If a flight attendant does not bid for her/his vacation, or does not bid enough vacation periods that can be awarded based on her/his seniority, a vacation period will be awarded to the flight attendant.

#### **E. Vacation Bid Month**

1. A flight attendant who wishes to fly during her/his scheduled vacation period may submit a request in writing to fly during her/his scheduled vacation period. A flight attendant may not fly during her/his Flex vacation period. A flight attendant's request must be submitted no later than the beginning of the adjustment period for the month the vacation is scheduled.
2. A flight attendant who flies during the scheduled vacation period will be paid for all trips flown during the vacation period in addition to vacation pay.
3. A lineholder whose vacation conflicts with her/his scheduled trip(s), will have the trip(s) removed from her/his line and will not be adjusted as a result of this conflict. If the resulting line value is less than the MMG, then the MMG will be decreased to the new line value.
4. A flight attendant may slide her/his vacation 3 days unless extraordinary circumstances exist, except that the slide of the vacation may not cause the vacation to crossover from 1 bid period to another. If the vacation slide results in a conflict with her/his scheduled trip(s), the trips will be removed from her/his line and the Flight Attendant will not be adjusted as a result of this conflict. If the resulting line value is less than the MMG, then the MMG will be decreased to the new line value. If the

slide of a vacation is into or within a blocked period it will be considered and granted if staffing permits. The slide request must be received by the Company no later than 48 hours after the bids are awarded. The Company shall respond to the request in the transition schedules.

**F. Flex Vacation Program**

1. A flight attendant may participate in the Flex Program.
2. Vacation days bought under the Flex Program will be paid at the rate of 2:50 per day.
3. A flight attendant may, during the annual benefits enrollment, elect to contribute her/his Flex payments for the following year to her/his 401(k) Savings Plan account in lieu of taking Flex vacation. In addition, she/he may elect to “sell” a week of regular vacation accrued for use in the following year, to be contributed to her/his 401(k) Savings Plan account. The maximum vacation contribution for any year shall be 2 weeks of vacation (one Flex and one regular week). Contributions shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits.

**G. Vacation Payment Upon Termination**

1. A flight attendant who leaves the Company either voluntarily or involuntarily will receive full payment only for unused vacation time earned during the previous year.
2. A flight attendant who has not completed 8 months of Company service is not eligible for vacation pay upon termination.
3. In the event of the flight attendant’s permanent disability or death, current year accruals will be paid.
  - a. When a flight attendant leaves between the 1st and 15th of the month, vacation credit will accrue to the end of the previous month.
  - b. When a flight attendant leaves between the 16th and the end of the month, vacation credit will accrue to the end of the month in which the flight attendant leaves.

## H. Vacation Deferrals

1. Vacation may be deferred by the Company if required by the needs of the service.
  - a. Vacation deferred by the Company may, at the flight attendant's request, be paid.
  - b. A flight attendant who elects not to be paid for deferred vacation may choose a vacation, in seniority order, from time available or made available in the remainder of the year of the deferral.
  - c. Vacation must be taken within the calendar year following accrual unless advance approval to defer is given by the Company.
2. Before a flight attendant's vacation may be deferred, volunteers in the domicile will be solicited who are willing to change their vacation. If there are not enough volunteers, then flight attendant vacations in the domicile will be deferred in reverse order of seniority. If a vacation is deferred, a flight attendant will be given at least 30 days advance notice unless she/he agrees to a shorter notice.
3. If a flight attendant's vacation has been deferred by the Company and she/he has incurred non-refundable expenses, e.g., deposits, etc., the Company will reimburse the flight attendant for the expenses.

## SECTION 9 SICK AND OCCUPATIONAL INJURY LEAVE

- A. For each month a flight attendant is in pay status, she/he will accrue 5 hours sick leave credit and 5 hours of occupational injury leave. This includes time on paid sick or occupational injury (“OI”) leave. If her/his pay status changes during a month, she/he will receive a full month’s accrual only if she/he is in pay status for 16 days or more, or if she/he is on a ½ month leave of absence. The maximum accrual in the sick leave bank is 640 hours, and in the OI bank is 400 hours.
- B. After accruing the maximum 640 hours in the sick leave bank, a flight attendant will begin accruing an additional 250 hours to be placed in a separate catastrophic bank to be used for major, long term illness or injury (i.e. longer than 30 days). The catastrophic bank will be available only after the 640 hour regular bank has been exhausted.
- C. Upon returning to active status, a flight attendant who is absent as a result of maternity leave, or who as a result of a single injury or illness, has used more than 255 hours of sick leave shall re-accrue sick leave at the rate of 7 hours each month until she/he reaches the same level of sick leave she/he had at the onset of the injury, illness or maternity.
- D. For the purpose of sick leave and OI credit, a new flight attendant placed on the payroll between the 1st and the 15th of the month, inclusive, will be considered as having been employed on the 1st day of the month. A new flight attendant placed on the payroll after the 15th day of the month will be considered as having been employed on the 1st day of the following month.
- E. When a lineholder misses a flying assignment because of a qualified occupational injury, withdrawals from the OI bank will be made to restore the flight attendant’s pay for all scheduled trips awarded at the time the OI occurs which are missed due to the injury, or to exhaust the bank if it contains insufficient hours. The provisions of Section 9.H.1 below will apply to all illness or injury situations, except for unawarded trips missed by a bid line holder due to a qualified occupational injury.

- F. When a flight attendant misses a flying assignment because of sickness or injury, withdrawals from the appropriate bank will be made to restore the flight attendant's line value or monthly guarantee, whichever is greater. A flight attendant may elect not to use his/her sick leave to restore pay. In the case of reserve flight attendants, 4 hours for each day of sickness or injury will be withdrawn from the appropriate bank. A reserve flight attendant whose appropriate bank is exhausted or who elects not to use sick leave will have her/his guarantee reduced by 4 hours for each duty day on which she/he is unavailable because of illness or injury. A flight attendant on full month sick leave who has not been awarded a line of time, will be paid the monthly guarantee, with appropriate deductions from her/his bank(s). Hours are deductible from the appropriate bank until the bank is exhausted.
- G. A flight attendant who makes up hours lost because of illness or injury will not have such hours deducted from her/his sick or OI leave bank.
- H. When a flight attendant calls in sick or injured, she/he must call Crew Scheduling. Medical verification of the illness or injury and/or a medical examiner's release that the flight attendant is fit to perform her/his duties may be required before the flight attendant is permitted to return to work in accordance with the following:
1. When a flight attendant is on sick or OI leave and is off work for 16 days or more, a medical release authorizing the flight attendant to return to work must be submitted to the domicile prior to her/his first trip. If the medical release has not been received, the flight attendant will not be allowed to take her/his scheduled trip and will be assessed a missed trip.
  2. Each time a flight attendant reaches 4 sick incidents during any 12 months of active service, she/he will provide to her/his supervisor satisfactory verification from a medical examiner that she/he was unable to perform her/his regular duties because of illness.
  3. The Company will advise the flight attendant, in writing, that she/he has reached the 3rd incident, and further incidents will be handled under Section 9.H.2 above. The letter will also state that failure to provide medical verification could result in disciplinary action.

4. The medical verification must include:
  - a. A written statement from a medical examiner confirming that the flight attendant was and, if appropriate, currently is unable to perform her/his regular duties;
  - b. Date and time of visit;
  - c. Date of next visit, if applicable;
  - d. Medication prescribed, if applicable;
  - e. Restrictions, if any
  - f. and anticipated date of availability to return to work.
5. The flight attendant must actually be seen by the medical examiner in a timely manner, but no later than 72 hours after notifying Crew Scheduling of an illness or injury. The verification must be prepared and signed by the medical examiner after an in-person visit by the flight attendant to the medical examiner's office. This note must be submitted to the base management on or before check-in time of the flight attendant's first trip following the illness or injury. If a medical examiner's release is not received the flight attendant will have 72 hours after her/his first trip flown or Airport Alert assignment to provide the note.
6. The Company may also require medical verification for all sick calls originating during the 4th of July, Thanksgiving, and Christmas holidays, which will be from July 1st to July 7th; any trip touching Thanksgiving day; and December 20th to January 4th respectively. If the Company intends to require medical verification for sick calls occurring on such holiday period, the Company will first notify the Union and give flight attendants adequate advance notice. Such notice for the 4th of July holiday will be posted in the Cabin Information Letters on June 14th and June 28th; Thanksgiving: November 1st and November 15th; Christmas: December 1st and December 15th. Flight attendants who have had no absences in the prior 12 months will not be subject to the medical verification requirement imposed during these holiday periods.

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

**I. Occupational Injury**

1. OI absences will not be considered absenteeism under the Attendance Policy for disciplinary purposes.
2. A flight attendant desiring to challenge or protest action(s) by the Company relating to OI, may in addition to any other appeal raise her/his claim to the Union's designee(s) who will attempt to achieve a prompt resolution of the matter with the Senior Director, Inflight.

- J. During absences because of occupational injuries, payments made to the flight attendant from the Company while the flight attendant's injury status is being investigated may result in an overpayment from the Company which will be deducted from future payments. It is the flight attendant's responsibility to notify payroll of receipt of Workers' Compensation payments in order to avoid further overpayments by the Company. The Company will continue to provide the flight attendant with repayment options and will in no case require the flight attendant to pay back more than \$50 per paycheck. If the flight attendant leaves the Company prior to full repayment, the full unpaid amount will be deducted from any remaining paychecks.

- L. A flight attendant who has applied for or is receiving Workers' Compensation payments will receive direct payment from the Company equal to 30% of 1/2 of the MMG paid on the first of the month, 30% of 1/2 of the MMG paid on the 16th of the month, and 30% of pay earned in excess of the MMG. The Company shall deduct an amount equal to all hours paid either by the Company or by Workers' Compensation from the flight attendant's occupational injury bank until the flight attendant's OI bank is exhausted. When a flight attendant's OI bank is exhausted, she/he may continue to supplement Workers' Compensation benefits using her/his sick leave bank on an hour for hour basis, deducting 1 hour of sick bank for each additional hour paid from the sick bank. Workers' Compensation benefits will continue in accordance with state law.



- M. A flight attendant who receives Workers' Compensation benefits will have her/his OI leave pay reduced by the same amount excluding any lump sum payment resulting from a temporary total disability and/or temporary partial disability.
- N. A flight attendant on sick leave or OI leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination.
- O. All credit for sick leave and OI will be cancelled if employment stops. No payment for accumulated sick leave or OI credit will be made. A flight attendant on unpaid leave of absence or on furlough status will retain, but not accrue sick and OI leave credit.
- P. A flight attendant's per diem and lodging provided in Section 7 (Traveling Expenses) will be provided until the flight attendant returns to her/his domicile if she/he becomes ill or injured while enroute, unless the flight attendant is at the place of her/his residence.
- Q. If a flight attendant has been absent because of illness or injury for 30 days or more and she/he remains qualified and current, she/he may bid, request transfer or request jobshare for the bid period she/he returns to duty. She/he must first provide written verification no later than 72 hours prior to the bid packets being posted, from her/his medical examiner to her/his Base Management indicating she/he will be able to return by the first day of the bid period she/he is returning to duty.
- R. Misuse of sick leave or OI leave, excessive absenteeism or unreliable attendance will be grounds for termination.
- S. The Company will, on a monthly basis, post sick leave and accrual totals and provide a copy to each flight attendant.
- T. If a flight attendant's spouse or minor child is injured or becomes ill so that the flight attendant is unable to report for work, she/he will be allowed to use sick time for up to 3 consecutive days, or the duration of the trip, whichever is greater.

## SECTION 10 MEDICAL EXAMINATIONS

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

2. If the findings of the 2 medical examiners disagree, the flight attendant may make a written request for the appointment of a third medical examiner to resolve the conflict. She/he must do so within 10 days of receiving the second report. The Company will then ask the 2 medical examiners to agree upon a third qualified and disinterested medical examiner (preferably a specialist in the area of the flight attendant's possible disability).
3. The third medical examiner is entitled to the written conclusions of the other 2 medical examiners if she/he requests them. She/he will make a further examination of the flight attendant.
4. The third medical examiner will mail a copy of her/his findings to the Company and the flight attendant within 10 days of the third examination. Reasonable additional time will be allowed if the third medical examiner believes special laboratory analysis or other procedures are needed.
5. The Company and the flight attendant will each pay 1/2 of the expenses for the third medical examiner.
6. The third medical examiner's findings will be final and binding on the Company and the flight attendant.
7. If the final opinion is that the flight attendant is fit to fly, she/he will be returned to flight status immediately. If she/he has been withheld from service against her/his wishes, she/he will be paid retroactively any difference between what she/he did earn (including unemployment compensation if any) and what she/he would have earned had she/he been in flight status for the period between the date of the first scheduled examination by the Company approved medical examiner, and the date she/he was returned to flight status, except as provided in paragraph 8, below.
8. A flight attendant who fails to obtain her/his second examination within 14 days after receiving the Company approved medical examiner's findings, as provided in paragraph B, above, shall forfeit all claim or entitlement to any pay from the end of that 14 day period until the second examination actually occurs, unless the parties expressly agree to the contrary.

9. In the event that the flight attendant becomes entitled to retroactive pay pursuant to paragraph 7, above, her/his paycheck shall be issued as a special check made available to the flight attendant within 4 business days after the day the Company was notified that the flight attendant was fit to fly.
- D. Any medical information obtained through any of these examinations will be kept strictly confidential. This does not prevent providing this information to relevant management to determine appropriate actions. The information will not be given to any other person without the written permission of the flight attendant.
  - E. Medical examinations involving possible drug and alcohol abuse will be handled in accordance with Section 25, Alcohol and Drug Testing.

## SECTION 11 FILLING OF VACANCIES

### A. Procedure for Filling Vacancies

1. Vacancies will be awarded to the senior qualified eligible bidders. If there are no bids or there are insufficient bids to fill the vacancies, they will be filled in the following order:
  - a. A flight attendant with a transfer request on file but who is otherwise ineligible to transfer under B.6., below;
  - b. A newly hired flight attendant, if any;
  - c. The most junior flight attendant in a domicile where a surplus of flight attendants exists.
2. A probationary flight attendant may transfer only once during her/his probationary period unless furloughed, displaced or her/his domicile closes.

### B. Domicile Transfers

1. A flight attendant who wishes to transfer to a different domicile must file a request form provided by the Company.
2. A transfer will only be granted for complete bid periods.
3. A request for transfer or the withdrawal of a request for transfer must be completed on line and filed by 1000 (Local Time) on the 1st day of the bid period prior to the bid period for which the transfer is requested, e.g., a request to transfer on October 1 must be received by September 1.
4. A request for transfer will remain on file until granted, replaced or withdrawn. A flight attendant awarded or assigned a transfer must accept the award or assignment.
5. A flight attendant will be notified of a transfer award at least 3 days prior to the on-line posting of the bid packet.
6. When a flight attendant is awarded a transfer to a different domicile, she/he will not be eligible to transfer to another domicile for 6 months from the date of the transfer. However

if a new domicile is opened or the flight attendant's domicile closes, the flight attendant will be eligible to transfer.

7. A hardship transfer may be awarded by mutual agreement between the Senior Director, Inflight or her/his designee and the President/Directing Chairman of the Union or her/his designee.
  8. A dispute regarding a transfer will include a review of the flight attendant's copy of the computer generated transfer request which includes the date and time submitted.
- C. The Company will post a notice of a newly established domicile at all existing domiciles as far in advance as possible, but not less than 30 days in advance of the new domicile opening. The notice will state the anticipated number of vacancies. It will remain posted in the cabin information books until the initial vacancies for the new domicile are filled. All flight attendants will be entitled to bid the vacancies which will be awarded in system seniority order. A flight attendant awarded a transfer to a newly established domicile will be notified at least 15 days in advance of the effective date of the new assignment.
- D. An inactive Flight Attendant may bid for transfer; however, in order to be eligible for transfer, she must be either:
1. On a Company offered leave of absence and scheduled to return to active service (including any training, background checks and drug and alcohol tests), by the effective date of the transfer, or
  2. Active on the date transfers are awarded.
- E. **Temporary Vacancies**
1. When a temporary vacancy exists, notice will be posted as far in advance as possible. A flight attendant in a domicile that has a surplus of flight attendants may bid for the temporary vacancy. A temporary vacancy will be awarded in seniority order. If there are no bids or there are insufficient bids received from the domicile(s) with the surplus of flight attendants, the most junior flight attendant from the domicile with the surplus of flight attendants will be assigned to fill the remaining

temporary vacancies. If there are no domiciles with a surplus of flight attendants, the Company will post the notice of temporary vacancy in all domiciles. The vacancy will be awarded in system seniority order. If there are no bids or there are insufficient bids received, the most junior flight attendants in the system will be assigned to fill the remaining temporary vacancies.

2. If there is insufficient time to utilize the procedures set forth in E.1., above, the vacancies will be filled by assigning the most junior flight attendants from the domiciles which has a surplus of flight attendants. If no domicile has a surplus of flight attendants, the most junior flight attendants in the system may be assigned to fill the vacancies. If these procedures are utilized, the Union will be notified as soon as practicable.
  3. A notice regarding a temporary vacancy will show the length of the vacancy, if known, the temporary domicile, the anticipated number of vacancies to be filled, and will state that flight attendants assigned to temporary vacancies will be provided fee-waived positive space (PS5-B) passes to and from the temporary vacancy and single occupancy accommodations.
  4. At the conclusion of any temporary assignment, a flight attendant will be allowed to resume her/his position at her/his base.
  5. A flight attendant filling a temporary vacancy will receive per diem expenses for each hour away from their permanent domicile. Per diem will begin when the flight attendant is scheduled to deadhead to the temporary vacancy and will end when the flight attendant returns to her/his permanent domicile at the conclusion of the temporary vacancy.
- F. A flight attendant awarded a transfer to fill a permanent vacancy may bid for a bid line in her/his new domicile. Flight attendant may bid for a line in the temporary domicile, provided the assignment to the temporary domicile is made before the close of bids in the base domicile to which she/he is temporarily assigned and the assignment is for the entire bid period.

- G. A flight attendant transferring to a permanent domicile voluntarily shall have at least 4 consecutive days free from duty in the current or upcoming bid period for travel and relocation time. If the flight attendant is not granted at least 4 consecutive days free from duty in the current or upcoming bid period, or requires additional travel/relocation time, the flight attendant may contact Crew Scheduling to assist in adjusting the line of time if she/he has exhausted all other available options to accommodate her/his relocation. If Crew Scheduling is unable to provide the necessary consecutive days free from duty at the time of the relocation, additional time may be granted in accordance with the procedure described in Section 13.B.2. The adjustment will be on a non-paid basis and must be arranged within 30 days of the effective date of the transfer.



**SECTION 12**  
**SYSTEM FURLOUGHS AND**  
**DOMICILE REDUCTIONS**

A. If it is necessary to reduce the number of flight attendants (“System Furlough”) or to adjust staffing levels in the domiciles (“Domicile Reduction”), Company Offered Leaves of Absence (COLAs) will be offered to the potentially affected flight attendant groups prior to sending furlough notices to any flight attendants.

**B. Procedure**

If a system furlough and/or domicile reduction is necessary, the following will apply:

1. Flight attendants will be furloughed in reverse order of system seniority. An involuntary furlough occurs when a flight attendant’s seniority is insufficient to allow her/him to hold any position on the system.
2. Flight attendants will be displaced from their domicile in reverse order of domicile seniority.
3. Inactive flight attendants are subject to furlough or displacement.

**C. System-wide notice of furlough, domicile closure or displacement**

The notice of furlough, domicile closure or displacement will be posted in the Cabin Information Letter Books no later than 30 days before the first day a flight attendant will be subject to furlough or displacement. The notice will state:

1. The approximate number of flight attendants to be furloughed or reduced;
2. The name and seniority of each flight attendant in the domicile who may be subject to furlough or displacement;
3. Location of anticipated system permanent vacancies;
4. Location of the most junior flight attendants on the system in the case of a furlough or domicile closure.

#### D. Notice to affected flight attendants

1. Flight attendants who may be subject to furlough, displacement or domicile closure will be given written notice listing the location of anticipated system permanent vacancies 30 days before the date they may be furloughed or displaced.
2. The notice will state that a domicile reduction or closure or system furlough may occur, and she/he has 5 days to submit her/his preferences for the following options. Her/his preferences should be indicated in order of preference. Preferences will be awarded in order of seniority until the option is no longer available, subject to the limitations provided in Section 12.B.
  - a. Fill a permanent vacancy on the system to which her/his seniority entitles her/him and for which she/he is qualified; or
  - b. Displace the most junior flight attendant on the System; or  
*Note: If options a and/or b are available, but waived, the flight attendant will not be entitled to exercise these options later.*
  - c. Be placed on voluntary furlough in her/his domicile.  
*Note: If this option is awarded, the flight attendant must state whether or not she/he wishes to temporarily return in a month(s) in which jobshares and/or personal leaves are granted. A furloughed flight attendant electing active duty for such month(s) must return on the first day of the month(s), unless authorized not to return. She/he must return to furlough status during any month(s) when her/his services are not required, until recalled to a permanent vacancy. A furloughed flight attendant may not bump an active flight attendant from the payroll.*
  - d. Take a 1 year Company offered leave of absence. A flight attendant will be removed from the System Seniority List and considered resigned if a vacancy is available and she/he fails to return from her/his leave of absence after 1 year, unless the leave is extended in writing by the Company. Flight attendants on Company offered leaves, will retain and continue to accrue seniority as provided in Section 13.

## E. Moving Expenses

1. If a flight attendant is being required to change bases to a different geographic domicile as a result of a System Furlough, Base Reduction, or Base Closure, she/he is entitled to payment of \$500 relocation pay. In the event of a Base Closure, a flight attendant who chooses to displace the most junior flight attendant on the system rather than fill an existing vacancy, will waive the \$500 relocation pay.
2. Alternatively, upon presentation of receipts for such expenses, a flight attendant will be eligible for reimbursement of actual moving expenses if she/he is being required to change bases to a different geographic domicile as a result of a System Furlough, Base Reduction, or Base Closure, and if she/he moves within 1 year of the effective date of the transfer to a location within a radius of 150 miles of her/his newly awarded domicile. Moving expenses, including the packing, transport, and unpacking of household goods, mileage at \$0.22 per mile for each vehicle driven (maximum of 2 vehicles), unrefunded security deposits, charges for the breaking of leases, short term storage of household goods, and hotel and meal expenses for the flight attendant and her/his immediate family while enroute will be paid to a total maximum of \$10,000. In the event of a Base Closure, a flight attendant who chooses to displace the most junior flight attendant on the system rather than fill an existing vacancy, will waive the reimbursement of actual moving expenses.
3. A flight attendant who is moving and who is eligible for reimbursement pursuant to paragraph F.2 above, will be given 1 day of travel for each 400 miles or fraction thereof (of at least 100 miles) from her/his current residence to her/his new domicile using the most direct AAA routing, to a maximum of 4 days.

Example 1: *A flight attendant's AAA mileage is 1299 miles. She/He will be entitled to 3 day's travel related expenses.*

Example 2: *A flight attendant's AAA mileage 1300 miles. She/He will be entitled to 4 day's travel related expenses.*

The flight attendant shall designate the moving days prior to the opening of the bidding process for the bid period in which the flight attendant chooses to move. A flight attendant transferring under this provision shall have a period of at least 4 consecutive days free from duty in the current or upcoming bid period for travel/relocation time. A flight attendant who does not have at least 4 consecutive days free from duty in the current or upcoming bid period, or who requires additional travel/relocation time, may contact Crew Scheduling to assist in adjusting the line of time if she/he has exhausted all other available options to accommodate her/his relocation. If Crew Scheduling is unable to provide the necessary consecutive days free from duty at the time of the relocation, additional time may be granted in accordance with the Personal Leaves of Absence procedure described in Section 13.B.2. The adjustment will be on a non-paid basis and must be arranged within 30 days of the effective date of the transfer.

4. The mileage and cost obligations under this Section will be the actual mileage and cost incurred in the move, but in no case greater than the mileage and cost of moving from the current residence to the newly awarded domicile. These days must be taken as a block, and flights or duty days falling within the block will be paid up to 4 days.
5. A flight attendant who is required to change domiciles to a different geographic domicile will be entitled to fee-waived, positive space (PS5B) passes from her/his residence to her/his new domicile for 3 months from the effective date of her/his transfer, and to fee-waived space available passes for an additional 3 months. This paragraph will not apply to a flight attendant who is either furloughed or takes the 1 year leave option.

## G. Recall

1. When a flight attendant is involuntarily furloughed, she/he will remain on furlough status from her/his domicile until a permanent vacancy occurs at her/his domicile or at another domicile to which her/his seniority entitles her/him. If such a vacancy occurs, the flight attendant will be recalled from furlough, unless she/he has been removed from the System Seniority List. If more than 1 flight attendant is on furlough from a domicile and insufficient permanent vacancies occur to accommodate all such flight attendants, such flight attendants may elect in seniority order, who will remain displaced or on furlough and who will fill the vacancy(s) that occurs.
2. When a flight attendant is awarded a voluntary furlough, she/he will remain on furlough status until she/he is recalled to the domicile from which she/he was furloughed, or until the Company receives notification of her/his election to fill a permanent vacancy on the system to which her/his seniority entitles her/him, and she/he is subsequently awarded such a vacancy. The flight attendant's notification must be in writing and shall be sent by certified mail to Corporate Inflight Administration in Houston. A flight attendant who has submitted her/his notification of election to return to any permanent vacancy on the system must fill the next available permanent vacancy in accordance with seniority or she/he will be removed from the system seniority list and will be administratively terminated, unless she/he has withdrawn her/his election to return no later than 1000 Central time, on the fifth day of the month in which the vacancy is to be awarded. At the expiration of 7 years from the date of the voluntary furlough a flight attendant who has not submitted her/his notification of election to return to any permanent vacancy on the system will be removed from the system seniority list and will be administratively terminated.
3. Except as otherwise provided herein, a flight attendant who has not been recalled within 7 years of the date of his/her furlough will be removed from the system seniority list and will be administratively terminated.

4. To maintain eligibility for recall, furloughed flight attendants must keep a current address and telephone number on file with the Company. Notices of recall sent to the flight attendant's current address on file by certified mail will be deemed proper notice.
  5. A flight attendant will be removed from the Seniority List and considered resigned if s/he she/he fails to accept recall from system furlough within 14 days of notification of recall.
- H. When a flight attendant is furloughed she/he shall be paid for vacation days accrued in the prior year and not taken in the current year. Such vacation shall be paid at the flight attendant's current rate of pay at the time of payment. Unless she/he returns from furlough in the same calendar year in which she/he was furloughed, when a flight attendant returns from furlough she/he may elect to be paid for the vacation days she/he accrued in the year in which she/he was furloughed, or to take an available vacation period in the calendar year in which s/he returns.

#### **I. Vacancies**

1. Vacancies will be awarded to the senior qualified eligible bidders in the following order for those additional positions required to fully staff the system when the Company determines that there are more system flight attendant positions than currently active flight attendants:
  - a. Displaced flight attendants who have retained priority recall rights to the domicile in which a vacancy occurs.
  - b. Furloughed flight attendants and flight attendants on Company offered leave of absence (who have expressed a desire to return to work) and who have retained priority recall rights to the domicile in which a vacancy occurs.
  - c. Furloughed flight attendants (except those who were voluntarily furloughed and have not yet notified the Company of their desire to return) and flight attendants on Company offered leave of absence who have expressed a desire to return to work who are without priority recall rights, and flight attendants with a transfer request on file who are not ineligible to transfer under Section 11.B.6;

- d. Newly hired flight attendants if any;
  - e. The most junior flight attendant in domiciles where a surplus of flight attendants exists.
2. Vacancies will be awarded to the senior qualified eligible bidders in the following order when the additional positions have been staffed, or when the Company determines that there are sufficient currently active flight attendants to staff the available system flight attendant positions, but there is a shortage of flight attendants in 1 or more domiciles:
- a. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
  - b. Flight attendants with transfer requests on file who are not ineligible to transfer under Section 11.B.6,
  - c. The most junior flight attendant in bases where an over complement exists
- J. Notwithstanding the provisions of Section 11.B.6, a flight attendant who has been displaced or furloughed and who has accepted a position in a new domicile will not be required to remain in his or her new base for 6 months.
- K. When it is determined that a domicile reduction or furlough is necessary, the Company will notify the Union before it notifies the affected flight attendants.

## SECTION 13 LEAVES OF ABSENCE

### A. General Rules

1. A flight attendant who desires a leave of absence or an extension of a leave of absence must submit a written request to her/his Inflight Management. The Company's response will be in writing. A flight attendant may request to return early. An early return is at the Company's discretion.
  
2. A flight attendant returning from an authorized leave of absence will be allowed to return to her/his pre-leave status and domicile if her/his seniority so permits and she/he is current and qualified. If a flight attendant has been on a leave of absence for 30 days or more, she/he may bid for the bid period she/he returns to duty. She/he must first provide a written verification of her/his return from leave at least 72 hours prior to the bid packets being posted, to her/his Base Management indicating she/he will be able to return by the first day of the bid period. If the release has not been submitted at least 72 hours prior to the bid packets being posted, the flight attendant will not be permitted to bid and, seniority permitting, will receive a schedule made from available open time, if any, or will be placed on reserve for the bid period. Where 2 or more flight attendants return from leave and are ineligible to bid, awards from available open time or reserve days will be made on the basis of seniority. If she/he fails to bid before returning to duty, she/he will be awarded the first numerically unawarded line in seniority order.
  
3. While on a leave of absence, a flight attendant who wishes to do so may attend any available training sessions to retain or regain her/his qualifications if her/his physical condition permits. The Company will provide passes, hotel accommodations and meal expenses pursuant to the applicable provisions of Sections 6 and 7, to a flight attendant who attends training away from her/his domicile while on a leave of absence. The day(s) that a flight attendant is in training by her/his choice will not constitute a return to active status. A flight attendant who has not remained qualified during her/his leave will be held out of service until requalified. She/he will not be paid until she/he resumes active service.



4. A flight attendant who engages in outside employment while on a leave of absence will be subject to discharge unless she/he has received prior written permission. This does not apply to a Company offered leave.
5. Unless specifically stated to the contrary, all leaves of absence will be without pay.
6. If it becomes necessary to cancel a leave or leaves due to operational requirements, the Company will first attempt to meet its operational requirements through voluntary leave cancellations at the affected domicile. The Union will be notified of the need for leave cancellations. If an insufficient number of flight attendants volunteer to cancel their leaves, the Company may cancel the required number of leaves at that domicile in reverse order of seniority.
7. One or more leaves may be withdrawn by the Company within 72 hours after posting if awarded due to administrative error. In this case, the Company will notify the flight attendants affected by the change.
8. A flight attendant granted a leave of absence in excess of 30 days will be required to turn in any Company items (I.D. badge, manual, etc.).
9. A flight attendant returning from a leave of absence will notify the Company as soon as possible of her/his desired effective date of return to work. Such notification shall not be less than 15 days prior to the desired date of return. The Company will schedule the flight attendant for any drug and alcohol screening (required for all leaves of 180 days or more) and any necessary training. The Company will place the flight attendant into the next scheduled training class in her/his domicile following its receipt of the notification of the desire to return to work, but in no event will the training be scheduled to commence more than 15 days after the desired effective date of return. The returning flight attendant is responsible for learning the time and place of both the drug and alcohol screening and any training necessary to regain her/his qualifications. Subject to successful completion of the drug and alcohol screen, the flight attendant will be returned to the payroll on the date training commences, or if no

training is required, on the effective date of return stated in the flight attendant's notice.

10. Full bid period leave and jobshare requests will be combined and then awarded in seniority order. Subject to the needs of the service, jobshares and full bid period leaves will be granted prior to offering 1/2 bid period leaves.
11. Except as otherwise provided, if different types of leaves are taken consecutively, the flight attendant will accrue seniority for all purposes for only the first 90 consecutive days. She/he will thereafter accrue seniority for bidding purposes only.
12. If during the term of this Agreement, the pilots, mechanics, agents, dispatchers or clerical employees obtain more liberal longevity credit for pass purposes than is provided in paragraphs B.4, C.3.b, and E.2 of this section, the flight attendants will receive the benefit of the more liberal longevity effective on the same day as such other employee groups.

13. Seniority for leaves of absence will accrue according to the following chart:

LOA <sup>1</sup>	Accrue Seniority Up to 90 days	Accrue Seniority Beyond 90 Days			Pay Seniority
		Bidding Purposes	Pass Travel	Vacation	
Company Offered	Yes	Yes	Yes	Yes	Yes
Personal	Yes	Yes	No	No	No
Medical	Yes	Yes	Yes	Yes	Yes
Occupational Injury	Yes	Yes	Yes	Yes	Yes
Maternity <sup>2</sup>	Yes	Yes	No	No	No
FMLA <sup>3</sup>	Yes	N/A	N/A	N/A	N/A
Military	Yes	Yes	Yes	Yes	Yes
Educational	Yes	Yes	No	No	No
Emergency	Yes	Yes	Yes	No	No
Jury	Yes	Yes	Yes	Yes	Yes
Union	Yes	Yes	Yes	Yes	Yes

<sup>1</sup> Except as otherwise provided, if different types of leaves are taken consecutively, the flight attendant will accrue seniority for all purposes for only the first 90 consecutive days.

<sup>2</sup> A flight attendant on maternity leave will continue to accrue seniority for all purposes until the later of either the end of the 8<sup>th</sup> week following the birth of her child or for the first 90 consecutive days of her leave.

<sup>3</sup> A flight attendant on maternity leave will continue to accrue seniority for all purposes until the later of either the end of the 8<sup>th</sup> week following the birth of her child or for the first 90 consecutive days of her leave.

#### B. Company-Offered and Personal Leave of Absence

1. A flight attendant may be granted a Company-offered leave of absence without pay on a seniority basis.
2. A flight attendant may be granted a personal leave of absence without pay on a seniority basis if the requirements of the service permit.
3. While on a Company-offered leave of absence, the flight attendant will accrue seniority for all purposes.
4. While on a personal leave of absence, the flight attendant will accrue seniority for all purposes for the first 90 consecutive days.

She/he will thereafter accrue seniority for bidding purposes only.

5. A flight attendant whose last trip of the bid period extends into the bid period in which the leave begins, may be required to complete the trip if there is insufficient reserve coverage during the first 3 days of the new bid period.
  - a. If all open trips for the first 3 days of the new bid period can be covered with reserves (allowing coverage for unforeseen circumstances), a flight attendant with a carry-in trip will be released by the first day of the new bid period.
  - b. A flight attendant will be released from her/his trip(s) in seniority order.
  - c. The transition schedule will indicate which flight attendants will be required to complete their trips.
6. If the Company grants additional Company-offered leaves, it will first grant leaves from the list of flight attendants whose requests are filed by the deadline published by the Company at the time the leave is offered. Any remaining leaves will be granted on a first come, first served basis.

### **C. Medical, Occupational Injury and Maternity Leaves of Absence**

1. Leaves of absence due to sickness or non-occupational injury will be granted upon written verification of disability from a qualified medical doctor, which shall include an anticipated date of availability to return to work. Any such leave may not exceed 5 years, or the flight attendant's total length of active service if that is less than 5 years. While on medical leave, the flight attendant will accrue seniority for all purposes. At the end of the maximum period, the flight attendant will be terminated and removed from the seniority list. A medical leave will only be granted to a flight attendant when she/he has exhausted all other types of paid leave.

2. Leaves of absence due to occupational injury will be granted upon written verification from a qualified medical doctor. Any such leave may not exceed 5 years or the flight attendant's total length of active service if less than 5 years. While on occupational injury leave, the flight attendant will accrue seniority for all purposes. At the end of the maximum period, the flight attendant will be terminated and removed from the seniority list.
3. Maternity and other pregnancy-related conditions will be treated like any other disability in accordance with Company policies and procedures.
  - a. A flight attendant may continue to fly through her pregnancy provided she is fit to perform her duties. When she is no longer fit to perform her duties, she will then be placed on a maternity leave of absence. It will extend, at her option, up to 6 months following her pregnancy. If the flight attendant needs additional time, it shall be requested on a bid period to bid period basis for a period not to exceed 1 year after the birth of her child. Such leave requests shall be granted in seniority order prior to the granting of any Company offered leaves (or jobshares) in the domicile, and shall be granted if the needs of the service will allow.
  - b. A flight attendant on maternity leave will continue to accrue seniority for all purposes until the later of either the end of the 8th week following the birth of her child or the first 90 consecutive days of her leave.
  - c. A flight attendant on a maternity leave of absence will be eligible for sick leave benefits until 8 weeks following the date of delivery, and thereafter, with verification from her medical doctor that she is unable to fly, until she is no longer medically disabled.
  - d. A flight attendant will notify the Base Management of the date of delivery no later than 30 days after the delivery date.

4. A flight attendant returning from a medical leave longer than 30 days will give the Company 30 days advance notice unless a shorter time is permitted by the Company. The returning flight attendant is responsible for learning the time and place of any training necessary to regain her/his qualifications.
5. A flight attendant returning to duty must provide a statement from her/his medical doctor verifying that she/he is physically fit to perform her/his duties.
6. These provisions are subject to the Company's right to require a medical examination under Section 10.

#### **D. Family/ Medical Leave (FMLA)**

##### **1. Eligibility**

A flight attendant will be eligible for FMLA in accordance with applicable law or Company policy if more favorable than applicable law. A flight attendant will be eligible for FMLA if she/he has been in active service for 1 year and has accumulated at least 650 credited hours during the previous 12 months.

FMLA may be used up to 12 months after the birth or adoption of a child, when a family member suffers a serious health condition requiring continuing care and a medical health provider certifies that the flight attendant is needed for such care, and when the flight attendant her/himself is seriously ill or injured. "Family member" for the purposes of FMLA is defined as spouse (as recognized by state law where the flight attendant lives), a parent (a biological parent or person who raised the flight attendant when she/he was a child), son or daughter (a biological, adopted, foster or step child, legal ward or minor child who is being raised by the flight attendant). The child(ren) must be under 18 years of age or incapable of self-care (due to mental or physical disability).

##### **2. Special Requirements**

The Company may require a flight attendant to submit a physician's certification and subsequent requested recertifications, consistent with the FMLA. A flight attendant may be required, on a periodic basis, to provide evidence of continuing eligibility for FMLA.

3. Notice  
A flight attendant must give a 30 day advance notice of the need for FMLA, if foreseeable. If unforeseeable, the flight attendant must notify the Base Director or Company designee within 2 days of when the flight attendant becomes aware of the need for FMLA.
4. Entitlement  
A flight attendant may use up to 90 days of FMLA in a rolling 12 month period taken either as a block or intermittently. When FMLA leave entitlement is exhausted, additional leave may be granted in accordance with this Section.
5. Intermittent FMLA  
Flight Attendants who are using FMLA leave to recover from a serious health condition or to care for a family member who has such a condition may take the leave on an intermittent basis if the treating medical care provider deems it necessary. The Company will administer intermittent FMLA in accordance with Company policy.
6. Seniority  
Seniority continues to accrue for all purposes for the length of the FMLA.
7. Group Health Coverage  
Group health coverage will continue at the flight attendant's active rate for the length of the FMLA.
8. Pass Travel  
Pass privileges while a flight attendant is on FMLA will be permitted only with written approval of the Company. A flight attendant and her/his dependents will be subject to the Company's pass travel policy while on FMLA.
9. Prenatal care and adoption  
Nothing in this Agreement shall preclude a flight attendant from taking FMLA (a) before the birth of a child for prenatal care if her condition makes her unable to work or (b) before the actual placement of adoption of a child if an absence from work is required for the placement, adoption or foster care to proceed.

10. Vacation

Vacation accrues during FMLA if the flight attendant is being paid either sick leave or vacation. Vacation runs concurrently with FMLA, and if used, must be exhausted immediately after using sick leave.

11. Sick / OJI

Sick leave and OJI accrues during FMLA if the flight attendant is being paid either sick leave, OJI leave or vacation. Sick leave may be used for the flight attendant's own serious health condition. The flight attendant must exhaust any available paid sick leave concurrently with FMLA. Any remaining FMLA time is unpaid. The flight attendant may use up to 3 days of sick leave for a serious health condition of a family member.

12. Subject to Operational Requirements

FMLA is not subject to operational requirements. However, if foreseeable, the flight attendant must make a reasonable effort to schedule leave in advance utilizing days free from duty so as not to disrupt Company operations unnecessarily.

13. FMLA Compliance

The Company will comply with the Family and Medical Leave Act. Procedures and remedies for claimed violations of the Act will be limited to those provided by that Act.

14. Outside Employment

Outside employment is not permitted while on FMLA.

**E. Military Leave of Absence**

1. A flight attendant who is in the military service of the United States will be granted a military leave of absence in accordance with applicable law. A flight attendant on military leave will accrue seniority for all purposes.
2. The duration of the leave, including reserve duty, and the flight attendant's reemployment rights will be governed by applicable law.



**F. Educational Leave of Absence**

1. A flight attendant may be granted an educational leave of absence for a period equal to the enrollment (i.e., a semester, a quarter, or a trimester), which may not exceed 270 days, with the written authorization of the Base Management. At the end of the leave, she/he may apply for an extension of the educational leave.
2. A flight attendant on educational leave will continue to accrue seniority for all purposes for the first 90 days. Thereafter, she/he will accrue seniority for bidding purposes only.
3. The flight attendant is responsible for submitting verification of her/his having used the leave for educational purposes.

**G. Funeral Leave of Absence**

1. A flight attendant will be granted up to 4 consecutive days (inclusive of days free of duty) with pay for trips or duty days missed to attend the funeral or memorial service for a member of her/his immediate family. A flight attendant may elect to extend this 4 day period by adding her/his unused vacation remaining in the current year. Vacation may be used only in blocks of 7 days, or in a smaller block if the flight attendant has no 7 day blocks remaining, to a maximum of 14 additional days.
2. A flight attendant's immediate family means: her/his mother, father, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, spouse, children, domestic partner, dependant (including step-children living in her/his home), legal dependent, step-parents, legal guardian (in lieu of parent), sister, and brother.
3. Extensions of funeral leave may be granted without pay at the request of the flight attendant and at the discretion of the Company.
4. The Company will provide positive space on-line passes for the flight attendant and pass eligible family members for travel to attend the funeral and memorial service. The Company will provide space available passes for return travel from the funeral and memorial service in accordance with the Company's pass policy. The Company will also assist in other travel arrangements as needed.

## H. Emergency Leave of Absence

1. A flight attendant may request emergency leave without pay by submitting a written request to her/his supervisor. A flight attendant on emergency leave will accrue seniority for all purposes for the first 90 days. Thereafter, seniority will accrue for bidding and pass purposes only.
2. The Company will make every reasonable effort to grant leave requests in the case of a critical illness, death, or injury of a member of the flight attendant's family provided in paragraph G.2 above.
3. A flight attendant on emergency leave may elect to receive vacation in lieu of taking vacation block(s) remaining in the year. Vacation will occur only in block(s) of 7 days or in a smaller block if the flight attendant has no 7 day blocks remaining.

## I. Jury Duty Leave of Absence

1. A flight attendant will be excused from regular duties on days when she/he is required to be present for jury duty or is subpoenaed to testify in an administrative or judicial proceeding. A flight attendant who receives a summons for jury duty or a subpoena to testify shall inform her/his immediate supervisor no later than 48 hours after receiving such notice.
2. A lineholder will receive flight pay loss for flight time dropped due to the requirement to be present to testify at the Company's request, or to be present for jury duty. A reserve flight attendant will receive no loss of guarantee, and 2 hours actual flight credit for each duty day required to testify for the Company or assigned to jury duty.
3. In order to receive flight pay loss for flight time dropped due to the requirement to be present to testify at the Company's request, or to be present for jury duty, a flight attendant may be subject to reassignment in accordance with Section 5.M.N. and O., on days dropped other than the day(s) when she/he is testifying or appearing for jury duty. A flight attendant will not be reassigned to trips in a different domicile without her/his consent.

4. If a flight attendant has 5 or more consecutive days of jury duty or obligation to testify for the Company, or a combination of 5 or more consecutive days of such duty and flight duty she/he shall receive a period of 2 days free from duty with no loss of pay for trips or reserve days missed, i.e., she/he shall not be subject to reassignment on those 2 days free from all duty.
5. A flight attendant who adjusts her/his schedule after receiving a notice of jury duty or obligation to testify will only be entitled to receive flight pay loss (including pay for scheduled reserve days) for the originally scheduled trips or reserve days on which she/he is required to testify for the Company or is assigned to jury duty.
6. A reasonable amount of time for the flight attendant to return to her/his home and to report to her/his domicile at the conclusion of such service shall be allowed. When deemed operationally necessary by the Company, a flight attendant will cooperate fully in seeking to obtain an excuse, deferral, or rescheduling of the jury duty or obligation to testify.
7. A flight attendant may be required to provide adequate proof of jury or witness service.
8. A flight attendant on jury duty will accrue seniority for all purposes.

**J. Union Leave of Absence**

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

## SECTION 14 UNIFORMS

- A. The Company will determine the uniform(s), which shall include necessary luggage. A flight attendant will be required to have at least 2 complete uniforms. A flight attendant will wear a uniform as prescribed in Company regulations at all times while on duty except that a flight attendant will not be required to deadhead or ferry in uniform. Company regulations respecting uniforms apply at all times when a flight attendant is in uniform, including time off.
- B. Each new flight attendant is responsible for purchasing 2 complete uniforms and other required items, which may be paid for by check or payroll deduction, at the flight attendant's option.
- C. All Company issued insignia and uniform items provided by the Company will be on a loan basis. A flight attendant will not be required to turn in her/his uniform items when going on a leave of absence or when a changeover to a new uniform occurs. Upon resignation or termination, the flight attendant will be required to return her/his current uniform items and will remain obligated to the Company for any purchases made by payroll deduction. They must be in the same condition as when last worn on flight duty or the cost to the Company of all such items will be deducted from the flight attendant's last paycheck. A flight attendant will not be required to return any items which she/he has purchased.
- D. A flight attendant will keep her/his uniforms clean and in good repair. The Company has the right to determine when uniform items need replacing.
- E. A flight attendant will accrue 75 points per year based on active service up to a maximum of 150 points, for the replacement of uniform items due to normal wear and tear, and for the acquisition of uniform pieces and accessory items not part of the uniform. When new optional items are introduced they shall be offered at a discount of no less than twenty-five percent (25%) for the first ninety (90) days that they are available to be ordered.

- F. A flight attendant will be provided, replacement uniform items lost due to damage or theft while at work at Company expense,. She/he will also be provided the new standard uniform and/or new required items if the style changes. Shipping of uniform items shall not be at flight attendant expense, unless such expense results from flight attendant error. If the all weather or wool overcoat is replaced due to damage or theft while at work, the flight attendant will be eligible to have the coat replaced after 3 years of active service.
- G. The Company shall bear the cost for alterations to the sleeves and hems of new uniform pieces when such alterations are made by an approved vendor. Receipts for alterations must be submitted within 30 days of the alterations.
- H. A flight attendant may wear her/his Union pin on her/his uniform. The Company will designate where the pin will be worn.
- I. A maternity uniform will be issued on a loan basis to a flight attendant flying while pregnant. Additional quantities of this item may be purchased using points, a credit card, or a money order. The flight attendant will retain her regular uniform.
- J. A flight attendant may purchase additional uniform items if she/he so desires.

### Uniform Allowance Program Points

Female Items:		
Style #	Description	Points
11101	Blazer, D.B. 1 Stripe	26
11481	Maternity dress	20
11401	Dress	19
11151	Shirt jacket - short sleeve	14
41201	Slacks	13
41301	Skirt	13
41251	Walking Shorts	11
115141	Blouse - long sleeve white	4
115241	Blouse - short sleeve white	4
115111	Blouse – long sleeve blue stripe	8
115441	Blouse – short sleeve blue stripe	8
41801	Sweater - pullover - long sleeve	8
41851	Sweater - pullover - vest	8
43871	Sweater - Cardigan - long sleeve	8
43851	Sweater - Cardigan - vest	8
11901	Pinafore Apron	8
12901	Butcher Block Apron	3
42621	Belt – a/w coat	3
11611	Belt - dress	2
41712	Tie – floppy – gold	2
41714	Tie – floppy – bridle bit	2
41749	Tie – floppy – block print	2
41743	Tie – floppy – stripe print	2
41745	Tie-floppy-burgundy print	2
43055	Winter overcoat scarf	2
43765	Pocket Handkerchief – gold print	1
43725	Pocket Handkerchief – burgundy print	1
43745	Pocket handkerchief – gold solid	1

Male Items:		
Style #	Description	Points
12101	Blazer, D.B. 1 Stripe	8
42201	Trousers	8
43871	Sweater - Cardigan - long sleeve	8
42811	Sweater – Cardigan - vest	8
42861	Sweater - v-neck pullover – vest	8
43851	Sweater – v-neck pullover – l/s	8
42511	Shirt - long sleeve blue stripe	8
42541	Shirt – short sleeve blue stripe	8
42514	Shirt - long sleeve white	4
42544	Shirt - short sleeve white	4
12901	Butcher Block Apron	3
12606	Belt - black	3
42621	Belt – all weather coat	3
42712	Tie - gold print	3
42714	Tie - bridle bit print	3
42719	Tie – Block print	3
42715	Tie-burgundy print	3
42713	Tie – Stripe print	3
12751	Shoulder Slide - 1 Stripe	2
43055	Winter overcoat scarf	2
43765	Pocket Handkerchief – gold print	1
43745	Pocket Handkerchief – gold solid	1
43725	Pocket Handkerchief – burgundy print	1

One all weather overcoat or wool overcoat and a roller board and tote bag will be provided by the Company each 3 years of active service after the initial purchase by the flight attendant.



## SECTION 15 SENIORITY

### A. Seniority

1. Seniority for bidding purposes will begin to accrue when a flight attendant is placed on the Company's payroll. If more than 1 flight attendant is placed on the payroll on the same day, seniority will be determined in the following order:
  - a. Employees transferring to Inflight will be placed on the seniority list first. If more than 1 transferring employee is placed on the seniority list on the same day, the one with the earlier date of hire by the Company will be first.
  - b. New hire flight attendants added to the seniority list on the same day will be placed in order based on their age from the oldest to the youngest.
2. Seniority for bidding purposes will govern bidding on schedules, reserve duty, vacation selection, filling of vacancies, furloughs, recalls from furlough, transfers, exercise of options, and the granting of personal or educational leaves of absence. Unless adjusted under this Section, bidding seniority will not be changed and will continue to accrue while her/his name remains on the flight attendant seniority list.
3. Seniority for purposes of pay, vacation, and pass eligibility will begin to accrue on the date a flight attendant is placed on the Company's payroll. A flight attendant who is already a Company employee will be credited with prior service for the purposes of vacation accrual and pass eligibility. Seniority for pay and vacation accrual will accrue during all periods of active service and for periods of inactive service of less than 91 consecutive days. Unless otherwise provided by this Agreement, (1) seniority for pay and vacation will be retained but not accrued during periods of inactive service and (2) seniority for pass purposes will be retained and accrued during all periods of active service and for periods of inactive service of less than 91 consecutive days. Active service for purposes of this paragraph will be time a flight attendant is on the payroll.

- B. Seniority dates in effect on the date of signing of this Agreement will remain, and will not be retroactively affected as a result of any rule changes in this Agreement.

**C. Bidding Seniority Protests**

1. Within 10 days after January 1 and July 1, the Company will post an up-to-date copy of the revised system seniority list in each domicile. The list will contain the names of all flight attendants in seniority order.
2. A flight attendant will have 30 days after the distribution of the system seniority list in which to protest in writing any errors. The protest will be limited to errors or changes occurring after the distribution of the prior system seniority list.
3. A flight attendant who is returning from a leave will have 30 days from the date of return to service in which to protest the list.
4. Should there be an error, the Company will prepare a list of corrections. It will post such list no later than March 11 or September 8. The Company will provide a copy of the list(s) of corrections to the designated Union official.
5. Regardless of other provisions of this Agreement to the contrary, when the Company and the Union mutually agree that a seniority list should be changed to comply with the provisions of this Agreement, or when it has been established through the grievance procedure that a list should be changed, such change will be posted. It is understood that any resulting adjustment in the list shall not create any liability to the Company or the Union.

**D. Period of Probation**

1. During the first 8 months of active service, a flight attendant will be on probation, and the Company will have the right to dismiss, furlough or discipline any flight attendant on probation.
  2. A flight attendant who is unavailable for duty during her/his probationary period for 15 consecutive days or longer will have her/his period of probation extended accordingly.
  3. Neither the probationary flight attendant nor any representative of such flight attendant, including the Union, will be entitled to challenge the flight attendant's discipline, furlough, or dismissal under the Grievance Procedure and System Board of Adjustment.
- E. A flight attendant will be removed from the system seniority list if she/he leaves the Company because of retirement, death, termination, resignation, the expiration of recall rights, or under the circumstances provided for in Section 13 (Leaves of Absence).
- F. A flight attendant who transfers to or performs any non-flying duties below the Director level within Inflight related areas (Inflight, Inflight Employee Relations, Inflight Training, Corporate Training, Inflight Recruiting, or Inflight Scheduling) will retain and continue to accrue seniority for all purposes, and will be subject to paragraph E, above. A flight attendant transferring to positions below the Director level outside the Inflight areas specified will continue to accrue seniority for all purposes for a total of 12 cumulative months. The flight attendant will then be removed from the system seniority list. A flight attendant transferring to Director level or above positions will be removed from the system seniority list, except those Directors in Inflight who are on the seniority list on the effective date of this Agreement.

## SECTION 16 PERSONNEL FILES

- A. A personnel file will be maintained for each flight attendant in her/his domicile. Upon request, a flight attendant's file will be made available for inspection by the flight attendant. With written permission from the flight attendant, a Union representative may inspect the file at a time mutually acceptable to the Union and the Company.
  
- B. All letters regarding discipline that are placed in a flight attendant's file will be given to the flight attendant in person or sent to the flight attendant by certified mail, return receipt requested or by express delivery no later than 7 days from the date the discipline was rendered.
  
- C. A flight attendant will be given a copy of any derogatory reports or letters that are placed in her/his personnel file.
  - 1. A passenger complaint letter will not be placed in a flight attendant's personnel file unless it can be established that she/he is the flight attendant identified in the letter.
  - 2. The Company will review passenger complaint letters that are placed in a flight attendant's file with the flight attendant.
  - 3. The Company will consider any comments or correspondence received from a flight attendant regarding a passenger complaint letter and will attach the comments or correspondence to the complaint letter. A copy of the enroute report which deals with the flight in question will also be attached to the complaint letter if the flight attendant so requests and, if available, provided the enroute report makes reference to the incident and has been timely filed or has been requested by a flight attendant supervisor.
  
- D. Negative reports, material of an unfavorable nature, or documents related to discipline that are more than 12 months old may not be used to assess or support discipline, or make performance evaluations. If a flight attendant makes a request and such documents are more than 12 months old and are no longer required to be retained by law, they will be removed from the flight attendant's personnel file

and promptly destroyed. This paragraph will not apply to recurrent training.

- E. A flight attendant may make her/his relevant comments to any observation or evaluation reports placed in her/his file.
- F. The flight attendant's file maintained by the Human Resources Department will be opened for inspection at a mutually acceptable time at the request of the flight attendant or her/his Union representative(s) with the written permission of the flight attendant. Further, the flight attendant and her/his Union representative(s), with the written permission of the flight attendant, will be given copies of any material in the file.

## SECTION 17 INVESTIGATIONS

- A. When the Company conducts an investigation which may lead to disciplinary action or discharge, the flight attendant shall be entitled to the following:
1. An opportunity to present information relevant to the investigation;
  2. The presence of a Union representative, if reasonably available. If the Union representative is not available, another flight attendant covered by this agreement will be present if requested by the flight attendant; and,
  3. Prior to any meeting which could result in disciplinary action or discharge, the Company will provide to the Union copies of all documents, reports, statements or other information, including copies of scheduling audio tapes that the Company intends to use as a basis for questioning or disciplining a flight attendant. In the event of an HR investigation, a confidentiality agreement may be required before releasing any information to the union.
- B. A flight attendant may be held out of service with pay by the Company during its investigation of a matter which may lead to discipline or discharge. A flight attendant will not be withheld from service for a period longer than 14 days.
- C. Before the beginning of an investigatory meeting, the Company will verbally brief the flight attendant concerning the incident it is investigating. If, during the investigation, the Company becomes aware of other incidents, it will not be prevented from investigating and taking action it considers appropriate regarding the other incidents.
- D. Notice of all discipline and discharges (except informal conversations) shall be issued in writing within 7 business days of conclusion of the investigation and shall set forth the precise charge(s) against the flight attendant. Such notices shall be sent as provided in Section 16.B.1. (Personnel Files). A copy of all written discipline will be sent to the union representative.

- E. A flight attendant shall not normally be disciplined later than 30 days from the time inflight management has reasonable first knowledge of the incident giving rise to the discipline. In the event a flight attendant is unavailable due to leave of absence, furlough, sick leave, OJI, FMLA or vacation of more than 14 days during this 30 day period, such 30 day period may be extended by a period equal to the length of the period the flight attendant was unavailable.
- F. A flight attendant who has passed the probationary period shall not be discharged without a fair meeting, with the presence of her/his Union representative, if requested, for the opportunity to present relevant information before a designated Company representative.
- G. Time limits in this Section may be extended by mutual agreement.

**H. Customer Complaint**

When the Company receives a customer complaint, and if the Company intends to use the complaint for disciplinary purposes an investigation will be conducted as follows:

1. The flight attendant will be promptly notified of the complaint and its substance in sufficient detail to identify the date of the incident, the flight on which it occurred, and the substance of the complaint.
2. The Company will promptly attempt to obtain any additional information from the customer pertinent to the incident.
3. If the Company has insufficient information to ascertain the facts of the matter and the customer declines to provide additional information, the complaint shall be disregarded.
4. The flight attendant or her/his representative shall be provided an opportunity to review the complaint and respond to its content prior to the rendering of any disciplinary action.
5. This Letter is not intended to change or extend the time limits provided for in this Section, Investigations or Section 18, Grievance Procedure.

## SECTION 18 GRIEVANCE PROCEDURE

### A. Representation

1. The Union will be represented by a properly designated IAM representative at each domicile on the system. These representatives will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the Step I level. The Union will advise the Senior Director of Inflight Services, in writing, of the individual who will serve in this capacity. The Union will be further represented by the President-Directing General Chairperson of the IAM or a designated IAM District representative who will be empowered to handle and settle grievances at all levels of the grievance procedure.
2. The Company will be represented at each domicile by one or more authorized officials who will be empowered to settle local grievances or disputes, but such settlement may not involve any change in the intent and purpose of the Agreement or Company policy. The Company will be further represented by a Director or upper level management representative or her/his designee for dealing with the IAM President-Directing General Chairperson or her/his designated IAM District representatives.
3. The Union and the Company will, at all times, keep the other party advised, through written notice, of any change in authorized representatives.
4. The President-Directing General Chairperson of the IAM and/or his/her designated IAM District representative and a reasonable number of Grand Lodge Representatives of the Union shall be permitted to enter any location on the Company's system where flight attendants under this Agreement are located for the purpose of representing such flight attendants upon prior notification to the Company at that location.
5. All designated IAM representatives will be allowed access and availability to all work areas within their respective areas of representation in order to conduct their business in a proper, efficient, and expedient manner. Such representatives will be allowed reasonable time off for purposes of investigating,



presenting and adjusting grievances or to attend meetings provided for in this Agreement.

## **B. Procedure**

1. The procedure for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement shall be as set forth below. Grievances must be filed promptly after the cause giving rise to the grievance is evident, and no grievance will be valid if not filed within 30 calendar days of the date the flight attendant first knew or could reasonably be expected to have known of the grievance. Grievances involving more than one flight attendant or incident with similar facts and circumstances may be treated as one case with mutual agreement between the Company and the Union. Grievances which involve wage claims must be filed promptly after the cause giving rise to the grievance is evident, and such wage claims will not be collectible for a period earlier than 30 calendar days prior to the date of the filing of the grievance or the date the grievance arose, whichever is more recent.

Step 1: Any flight attendant having a complaint or grievance in connection with the application of this Agreement will discuss the matter with their Supervisor. If unable to secure satisfactory adjustment in this manner, the flight attendant may present the grievance to the designated Base Chairperson. If in the representative's opinion the complaint is justified, the written grievance may be filed on a prescribed form provided by the Company which shall include the grievant's(s') name(s), specific section of the contract allegedly violated or in dispute, remedy sought, date discussed with the Supervisor and the grievant's(s') signature. The written grievance may be submitted to the Base Manager with a copy to the Senior Director, Inflight, who shall schedule a mutually agreeable hearing date in the domicile within 14 working days. A decision in writing shall be rendered not later than 10 work days following the hearing.

Step 2: If the decision at Step 1 is not satisfactory, the Base Chairperson may refer the matter to the District General Chairperson, who may appeal the matter to the Senior Director, Inflight or his/her designated representative.

The appeal must be made in writing within 21 working days after the Step I decision. The grievance must be presented at a hearing within 30 work days from the date of appeal to Step 2. The hearing will be consolidated with other pending appeals and will be conducted at one location, unless mutually agreed otherwise. A written decision will be rendered by the Company within 15 work days after adjournment of the hearing.

2. If the Step 2 decision is not satisfactory to the IAM President-Directing General Chairperson, or his designee, the matter may be appealed to the System Board of Adjustment consistent with the provisions of Section 19.
3. Notwithstanding the above, grievances relating to matters general in character which cannot be settled at the local level may be submitted by the Union in writing to and discussed between a designated Company official and the President- Directing General Chairperson of the IAM or her/his designee.
  - a. If a mutually satisfactory resolution of the matter is not reached within 15 work days after the grievance is submitted, then the matter may be referred within 5 work days to the President of the Company or his/her designated representative.
  - b. If a mutually satisfactory resolution of the matter is not reached pursuant to the above steps, then within 10 working days of the Company's decision it may be appealed to the System Board of Adjustment in accordance with Section 19.
4. No Company employee directly involved in the matter which gave rise to the grievance shall sit as a hearing officer in any step of the procedure.
5. Appropriate IAM officials and Company officials will meet periodically to review outstanding grievances which are scheduled for a System Board Hearing.

**C. General**

1. A flight attendant may be suspended from the service of the Company pending a hearing, which shall be prompt, when the Company judges such action is justified by legitimate business reasons. Such action shall not be deemed a violation of this section.
2. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearings and meetings required in connection with a grievance. If any necessary flight attendant is based at a location other than the location where the hearing or meeting is to be held, then such flight attendant will be furnished free PS5B travel over Company lines to attend the hearing or meeting.
3. The Company will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.
4. Union representatives and necessary employee witnesses will be released from duty on a non-paid status to participate in hearings or meetings.
5. In assessing discipline, the Company will consider the gravity of the offense, seniority, and work record of the flight attendant.
6. "Work days" as used in this section shall be the days Monday through Friday, excluding holidays.

7. At each step of the Grievance procedure, the Company and Union recognize a desire and need to handle grievances within the time limits set forth in this section. It is further recognized that the Company or Union representative may request reasonable time limit extensions.
8. The Union's decision to withdraw grievances, not to process or appeal a grievance to the next step, shall not in any way prejudice its position on the issues involved. The Company's decision to settle a grievance shall not prejudice its position on the issues involved.
9. A flight attendant may elect to have her/his legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.
10. Notwithstanding any of the provisions of this section, probationary flight attendants are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such flight attendants be entitled to challenge discipline or discharges taken against them.
11. Any decision made during the grievance Procedure which is not appealed within the time limits provided in the contract shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.
12. When Grievances are filed alleging scheduling violation(s) of the Agreement, the Company will provide to the Union all scheduling audio tapes, reports, statements, or other material that will either confirm or deny the alleged scheduling violation(s).

## **SECTION 19 SYSTEM BOARD OF ADJUSTMENT**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedures for settling disputes, as set forth in Section 18.

### **A. Composition and Selection of the Board**

1. The System Board of Adjustment shall consist of 1 neutral referee selected by the parties to serve as Chairperson, 1 individual appointed by the Company and 1 individual appointed by the Union. Each Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the Union may be affected in any manner by any action taken in good faith in her/his capacity as a Board member. A Board member who is an employee of the Company shall be granted necessary time off for the performance of her/his duties as Board member.
2. There shall be a standing panel of a minimum of 12 referees from which the parties shall jointly select the System Board Chairperson on a case by case basis.
  - a. Each party shall appoint 6 members to this standing panel.
  - b. Either party may terminate the services of a referee on the panel at any time (except as to cases already scheduled for hearing) with 30 days written notice to the other party and to the referee whose services are being terminated. The party who originally appointed the referee to the panel must thereafter appoint a new referee to the panel.
  - c. Each party is limited to 2 such terminations of the other party's appointments to the panel for the length of the Agreement, but may terminate without limitation the services of referees it appointed to the panel.
    - i. If the parties are unable to jointly select a Chairperson from the standing panel to hear a case, they may

request the National Mediation Board to supply a panel of seven arbitrators from which the parties will select the referee to hear the case at hand. Such selection will be made by each party in alternate turns striking a name from the list until one remains. The parties shall alternate striking the first name from the list.

- ii. Notwithstanding the foregoing, the parties may at any time mutually agree to select a referee who is not a member of its standing panel to sit as Chairperson of the System Board of Adjustment for such case or cases as the parties may mutually agree, or may mutually agree to discharge a referee who has already been appointed and to designate her/his replacement.
- iii. If, after selecting a referee, it is determined that the referee is unable to hear the matter within 45 days after selection, the parties may, by mutual agreement, select another referee for the case. If the second referee selected also cannot hear the case within the original 45 day period described above, then the referee who has the first available hearing date shall be used.

## **B. Docket**

1. Each grievance presented to the Board shall be treated as a separate case, unless the parties agree otherwise.
2. The Board shall meet at the location(s) where the grievance arose, the location most convenient to the majority of the individuals necessary to the proceedings, or such location as the Company and the Union may agree. If the parties cannot agree to a location, then the neutral referee shall decide.
3. It shall be the Company's responsibility to establish and maintain a docket of grievances properly appealed to the System Board of Adjustment. The docket shall be updated quarterly each calendar year, with a copy mailed to the office of the President, General Chairperson of the IAM.

4. Notice of grievances appealed to the Board shall be served in writing upon the other party and shall include a statement by the appealing party of its understanding of:
  - a. The facts leading to the grievance;
  - b. The question or questions at issue;
  - c. The position of the appealing party;
  - d. The position of the other party; and,
  - e. The remedy sought by the appealing party.
5. A copy of this Agreement and the notice of dispute, together with all appeals and answers from the earlier grievance steps shall be provided to the Chairperson prior to the taking of any other evidence in the proceedings. Copies of all documents filed with the Chairperson or correspondence relating to the proceeding or dispute shall be provided to the other party and to the other members of the Board.
6. The Chairperson shall preside at meetings and hearings and guide the parties in the presentation of testimony, exhibits, and arguments to the end that a fair, prompt and orderly hearing of the dispute is afforded. Immediately following the hearing or at any time prior to the issuance of a final decision in the matter, upon the request of either party or any member of the Board, the members of the Board shall convene in executive session to discuss the issue(s) before it.
7. The parties mutually agree to endeavor toward a speedy final decision in every case presented to the Board, and in effecting such, agree to minimize the time spent in presenting evidence and arguing motions in the hearing, filing briefs, and to compel the Board to issue the final decision as soon as possible following the close of the hearing.
8. The Union will be represented at Board hearings by such person or persons as it may choose and designate, and the Company will be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in

writing or both. The Board may, at the request of either the Union or the Company, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute.

9. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties hereto and the parties must abide by that decision. In disputes involving the disciplinary suspension or discharge of a Flight Attendant the following will apply:
  - a. The Board will determine whether there is any entitlement to back pay or a “make whole” remedy.
  - b. If the Board determines that the Company is required to make the Flight Attendant whole, she/he will receive benefits under the Company Benefit Program. The flight attendant will be credited with the same vacation, seniority, sick leave, and occupational illness or injury allowances provided by this Agreement she/he would have received had she/he not been discharged. Back pay will include any vacation pay owed; therefore, the flight attendant will not be entitled to take those vacation days.
  - c. If the Board awards back pay, the following will apply in determining the amount due:
    - i. The Company will calculate the total amount of pay credit that the flight attendant earned during the previous 12 full months of active service. The total amount of pay credit will be divided by 12 to establish her/his average bid period pay credit. The average bid period pay credit shall then be multiplied by the applicable rate of pay from the date of discharge until the date the arbitrator renders her/his decision.
    - ii. For periods of less than a full bid period, the average bid period pay credit will be divided by 30 to establish the daily pay credit. The daily pay credit will be multiplied by the applicable rate of pay for any period of time less than a full bid period.



- iii. The flight attendant shall take all reasonable steps to mitigate against any loss of pay, and the Company shall be entitled to offset from any back pay award for unemployment compensation, wages or other mitigating income received by the flight attendant.
10. The Board shall have jurisdiction over disputes between the Union, flight attendant and the Company growing out of the interpretation or application of any of the terms of this Agreement. Consistent with the other provisions of this Agreement, the System Board shall decide only the dispute or issue submitted to it, and shall have no power to add to, subtract from or alter the provisions of the contract between the parties. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by this Agreement or any amendment thereto. Consistent with the other provisions of this Agreement, the System Board shall have the authority to make whole any flight attendant or group of flight attendants for losses incurred as a result of action by the Company found to violate this Agreement, including reinstatement, restoration of back pay, lost benefits, lost seniority and other actual losses attributable to the Company's actions.
11. The Company or the union may have stenographic reports of the proceedings provided that both parties have access to the transcripts.

**C. Expenses and Transportation**

1. Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free PS5 pass transportation over the lines of the Company from the point of assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
2. The expenses and compensation for the Chairperson of the System Board and the costs incurred in holding hearings and meetings of the Board shall be borne equally by the Company and the Union.
3. Board members shall be furnished positive space free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

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

**SECTION 20  
JOBSHARING**

- A. The Company will determine the number of jobshares that will be available each bid period, if any, at each domicile.
- B. Either 2 active lineholders or 2 active reserves who are assigned to the same domicile and who desire to share a line may bid for such jobshare flying.
- C. The Company will award jobshares in seniority order and post a list of those flight attendants awarded such jobshare(s). Jobshares will be awarded before the posting of the bid package.
- D. Requests to jobshare must be submitted on the Company computer system by 1000 Local Time on the first day of the bid period before the bid period in which the jobshare is sought (e.g., a request to jobshare on October 1 must be filed by September 1).
- E. The senior flight attendant must bid the lines desired by both. Jobshare awards will be determined by the seniority of the senior flight attendant. The 2 flight attendants awarded a line for jobshare flying will split such line evenly to the extent possible. Each jobshare flight attendant will have a minimum of 40 hours in her/his share of the monthly line unless an even split of the trips on the line does not permit a minimum of 40 hours. In this case, pay will be based on the flight attendant's credited flight time in her/his portion of the line.
- F. A jobshare flight attendant may request a personal drop, in accordance with Section 5 and subject to operational requirements, which reduces her/his monthly guarantee below 40 hours. Additionally, a jobshare flight attendant may trip trade with open time, subject to operational requirements, and such trade may reduce her/his monthly guarantee below 40 hours. Similarly qualified jobshare flight attendants will be permitted to trade with each other regardless of whether one flight attendant may go below 40 hours.

- G. Within 48 hours after the bid results are posted, the senior jobshare flight attendant must notify crew planning as to the division of the trips on the line awarded. If not notified, the senior flight attendant will receive the first ½ of the month.
- H. Jobsharing is a privilege that can be utilized at each domicile to avoid furlough or involuntary leaves of absences. Jobsharing can be revoked immediately for operational reasons.
- I. A jobshare flight attendant is limited to a monthly maximum of 55 hours.
- J. The Company will not be responsible for resolving any disputes between jobshare flight attendants.
- K. Two reserves jobsharing a line must treat each block of reserve days as a trip. Therefore, they may not split blocks of days unless 1 block must be split to evenly divide the line.

**SECTION 21  
NON FLYING DUTIES**

**A. Replacing A Scheduled Flight Attendant**

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

**B. Return to Flight Attendant Status From Non-Flying Duties**

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

## **SECTION 22**

### **BENEFITS**

#### **A. Life, Personal Accident, Medical, Dental, and Vision Insurance**

1. The Company will make available the same life, personal accident, medical, dental and vision insurance for each flight attendant and her/his eligible dependents as is made available to other Company employees.
2. Insurance made available by the Company will not contain an exclusion of benefits for acts of war or terrorism encountered by a flight attendant while in the scope of his employment.
3. A flight attendant's monetary contribution(s) for life, personal accident, medical, dental and vision insurance, including, but not limited to contribution(s) for monthly premiums and co-pays shall not exceed or be increased more than the monetary contributions required of other Company employees for the same insurance.

#### **B. Medical Insurance for Retirees**

1. The Company will provide medical insurance for a flight attendant and her/his eligible dependents when the flight attendant has completed 10 years of active service with the Company and has retired in accordance with the Retiree Medical Bridge Plan. Medical insurance will not be provided once the flight attendant reaches the age of 65.
2. In order to be eligible for medical insurance, a retired flight attendant must have been covered by the Company's medical insurance at the time of her/his retirement.
3. A retired flight attendant may apply 11 hours of accrued sick leave each month to cover the cost of her/his premium. When sick leave is exhausted, a retired flight attendant may continue to be covered by medical insurance if she/he pays the full monthly premium that would be payable by all other employees, i.e., the COBRA rate less the legal administrative costs.

**C. Long Term Disability Insurance**

The Company will make long term disability insurance available to each flight attendant.

**D. Workers' Compensation Insurance**

1. The Company will provide worker's compensation insurance as required by applicable law.

2. A flight attendant may use accrued sick leave and accrued OJI leave to supplement workers' compensation in the amount necessary to insure that her/his minimum monthly guarantee is not reduced.

**E. 401(k) Savings Plan**

Flight attendants will be eligible to participate in the Company 401(k) Savings Plan ("the Plan"), pursuant to the terms and conditions of the Plan. Flight attendants will be eligible for the following Company retirement contributions to the Plan:

**Company Match**

*(dollar for dollar)*

<u>Completed Years of Service</u>	<u>Match</u>
Less than 5	4%
5 but <10	5%
10 years and >	6%
5 year graded vesting	

**Company Retirement Contribution**

*(no employee contribution required)*

<u>Completed Years of Service</u>	<u>Company Contribution</u>
Less than 5	1.50%
5 but <10	1.75%
10 but <15	2.00%
15 but <20	2.50%
20 but <25	3.00%
25 and >	3.50%
5 year cliff vesting	

- F. A flight attendant will be eligible to participate in the Company's Flex Benefit Program.
- G. Flight attendants shall be eligible for and receive profit sharing payments pursuant to the terms of the ExpressJet Airlines, Inc. Profit Sharing Plan. Employees shall receive profit sharing payments calculated as provided in the Plan only with respect to the incremental profits above a 10% Operating Margin.

#### H. **General**

1. A committee consisting of Union and Company members will meet quarterly to review and discuss issues related to insurance benefits. The Company will share information with the members regarding benefits, costs, claims experience and possible plan design changes to the maximum extent and as early as possible to provide for effective consultation and input prior to implementing changes.
2. A flight attendant will be eligible to participate in the insurance plans described in this Section on the first day of the month following 6 months of active service after the date the flight attendant begins training.
3. The overall level of benefits described in this Section will remain comparable for the duration of this Agreement. However, the Company may substitute another vendor to administer or insure the benefits or administer or insure those plans itself. These benefit programs may be deleted, modified or amended by the Company. Prior to making changes in benefits, the Company will notify the Union and provide the Union an opportunity to discuss such changes.
4. A flight attendant's contribution to insurance premiums will be paid through payroll deduction.



**I. Domestic Partner Benefits**

1. To the extent allowed by law, the Company will make the following benefits available to domestic partners:
  - a. Health, dental and vision care insurance,
  - b. Dependent life insurance; and,
  - c. COBRA.
2. Flight attendants shall be entitled to designate a domestic partner in lieu of a spouse for these benefits.
3. To the extent reasonably possible, benefits will be provided on a basis consistent with similar benefits for flight attendants' spouses, except that flight attendants obtaining domestic partner benefits shall be responsible for any cost(s) incurred which are not incurred or borne by the Company for the same benefit(s) when provided to flight attendants' spouses, e.g., federal and state tax liabilities. The Company may deduct all such additional costs from flight attendants' paychecks.

**SECTION 23**  
**MISSING, INTERNED OR HOSTAGE**

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

**SECTION 24**  
**UNION SECURITY AND DUES CHECK-OFF**

**A. Union Security**

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

For the purpose of the Agreement “membership in good standing” in the Union shall consist of the payment by the employee of initiation fees (except in cases of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as hereinafter described) for each calendar month, plus the payment of such assessment(s), within prescribed time limits, as may be levied in accordance with procedures set forth in the Union’s “Constitution of the Grand Lodge, District and Local Lodges, Counsels and Conferences.”

2. If an employee, who is required to become a member of the Union, as provided in this Section, does not become a member of the Union within the time limits specified in this Section for employees in her or his occupation covered by this Agreement, the Union shall notify the appropriate Company Vice-President with a copy to the employee, that such employee has failed to become a member of the Union as required by this Section and is, therefore, to be discharged.

The Company shall then promptly notify the employee involved the s/he is to be discharged from the service of the company and shall promptly take proper steps to discharge said employee.

3. When an employee holding seniority under the Agreement leaves and then returns to the coverage of the Agreement from a position in which s/he was not covered, s/he must assume her/his obligation to the Union within seven (7) calendar days after return. Failure to comply will cause the employee to be discharged. If an employee covered by this Agreement becomes delinquent by more than two calendar months in the payment of monthly dues, including assessments, the Union shall notify the employee in writing, certified mail, return receipt requested, with a copy to the appropriate Company Vice-President that said employee is delinquent in the payment of the monthly membership dues as specified herein and, accordingly, will be subject to discharge as an employee of the Company. Such letter shall also notify the employee that s/he must remit the required payment within seven days from receipt of such notice or be subject to discharge by the Company.
4. If such employee still remains delinquent in the payment of dues after receipt of said notice, the Union shall notify, in writing the appropriate Company Vice-President with a copy to the employee, that the employee has failed to remit payment of dues with the grace period allowed herein and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that s/he is to be discharged from the service of the company, and shall promptly take the proper steps to so discharge the employee.
5. The Company will, within three business days after the receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required in the preceding paragraph, subject to the provisions of paragraph 7 below.
6. An employee terminated at the request of the Union as per this Article and under this Agreement shall be deemed to have been discharged for cause and the Company shall not be liable for any wages or pay claims of any type from such employee. In the event of a court judgment to the effect that the discharge was improper, the Union hereby agrees to hold the Company

harmless and will reimburse the Company for any cost whatsoever involved.

7. In any event it is agreed that the Company will not be required to terminate any employee, in compliance with this Section, prior to 30 days from the Union's notification to the Company to do so, in order that the Company be able to hire a suitable replacement for the employee in question.

**B. Dues Check-off**

During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and Bylaws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereunder included in this Agreement to be known as the "Check-Off Form" which shall be prepared and furnished by the Union. The Company will not be required to deduct monthly membership dues from the pay of flight attendants covered by this Agreement unless:

1. The Company has received a Check-Off Form, and
2. The dues for the flight attendant conforms to the applicable dues for flight attendants of her/his occupation at her/his point on the system. The Union agrees that it shall indemnify and hold the Company harmless from and against any liability whatsoever for compliance with dues check off procedure provided in this Agreement.

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
AND  
EXPRESSJET AIRLINES  
AUTHORIZATION FOR CHECK-OFF OF  
INITIATION FEE AND OF UNION DUES**

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

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

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

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

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Initiation Fee

\_\_\_\_\_  
Monthly Dues

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Station/Location

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

## SECTION 25 ALCOHOL AND DRUG TESTING

### **Part 1 - Testing Occasions**

#### **A. Random Testing**

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

#### **B. Post Accident Testing**

1. Post accident drug and/or alcohol testing of a flight attendant will be required when the President, Vice President, Flight Operations, the Senior Director, Inflight or the Vice President, Safety and Regulatory Compliance determines that an event has occurred which constitutes an aircraft "accident" as defined in applicable federal regulations and the flight attendant's performance contributed to the accident and/or her/his performance cannot be completely discounted as a contributing factor to the accident.
2. A flight attendant required to submit to post accident testing shall do so as soon as possible after the accident. If unusual circumstances result in a delay of the testing, the flight attendant must remain available for alcohol testing for a period of 8 hours following the accident. Drug testing may be required up to 32 hours following the accident. Normally both drug and alcohol

test collection will be required, and will be administered at the same time.

3. If the flight attendant has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as soon as possible after necessary medical aid has been rendered.

**C. Reasonable Cause Drug Testing**

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

**D. Reasonable Cause Alcohol Testing**

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



## **Part 2 - Drug Testing Procedures**

### **A. Specimen Collection**

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

### **B. Drug Testing Laboratories**

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

### **C. Medical Review Officer**

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

### **D. Retesting**

1. A flight attendant who has been notified that her/his test resulted in a confirmed verified positive finding may request a retest of the split portion of the specimen by the same laboratory which tested the original sample, provided she/he does so within 72 hours following such notification. At the flight attendant's option and expense, the second test will be done at a different NIDA certified laboratory.
2. If a second specimen (which must also be split) was provided at the time of the original collection, the flight attendant may request that the second sample also be tested. At the flight attendant's option and expense, the second sample will be tested at a different NIDA certified laboratory.

3. To the extent that it is practically feasible and does not conflict with applicable federal regulations, a flight attendant who has been notified of a confirmed verified positive result may elect to have the specimen(s) DNA tested at the flight attendant's expense. DNA testing will only be done at an accredited forensic laboratory which has been certified through the American Association of Blood Banks, the American Society of Crime Laboratory Directors or a laboratory that follows the technical working group for DNA analysis methods. All specimen transfer shall be done in accordance with applicable federal regulations.
4. Should the test of either the split portion of the initial specimen or the second specimen be negative, the test shall be considered to be negative. Similarly, should the DNA testing establish conclusively that either specimen is not that of the flight attendant, the test shall be deemed to be negative.

#### **E. Positive Drug Tests**

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

### **Part 3 - Alcohol Testing**

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve breath specimens for retesting. A flight attendant who has been informed that she/he has tested positive for alcohol at a concentration of 0.02 or higher may request that a blood alcohol test be administered. Such testing must be administered as soon after the breath test as is reasonably possible.

## **Part 4 - Consequences of a Verified Confirmed Positive Drug Test**

### **A. Inadvertent Ingestion**

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

### **B. Illicit Drugs**

1. Except as described in paragraph A, above, on her/his first such occasion, a flight attendant who has a verified confirmed positive drug test, shall be given the following options:
  - a. Voluntary resignation without eligibility for rehire.
  - b. Termination for cause. However, a flight attendant exercising this option may be conditionally reinstated subject to the following terms and conditions:
    - i. The flight attendant must submit to initial evaluation by the Company's EAP Director or the Director's designee. Eligibility for conditional reinstatement will not be contingent upon a diagnosis of chemical dependency.
    - ii. If one is recommended, the flight attendant must successfully complete the course of rehabilitation recommended by the Company's EAP, including all continuing terms and conditions attached to such course of rehabilitation. The rehabilitation will be directed and facilitated by the Company's EAP, but will be funded entirely by the flight attendant, except that she/he shall not be precluded from using any insurance benefits to which she/he is otherwise entitled.
    - iii. The flight attendant must execute and deliver to the EAP Director an undated letter of resignation to be used to terminate the flight attendant's employment should she/he fail to satisfy any of the terms of this Paragraph B or of the rehabilitation directed by the EAP.

- iv. During the remainder of her/his career with the Company, should the flight attendant subsequently fail any drug test, the undated letter of resignation will be accepted by the Company, and her/his employment severed.
- v. The flight attendant shall commit in writing to remain drug free for the remainder of her/his career at the Company and shall agree in writing to be subject to no notice drug testing at the direction of the Company as frequently as the Company may decide for a period of 5 years from the completion of the formal rehabilitation program. Following the 5 year period during which the flight attendant shall be subject to no notice testing, she/he shall be obligated only to submit to such further testing as may be required by applicable federal regulations or this Agreement.
- vi. If the flight attendant fails to comply with the provisions of the conditional reinstatement, termination will result, and her/his right to challenge such termination through the grievance process shall be waived. No grievance of the matter shall be permitted.
- vii. A flight attendant who is offered conditional reinstatement shall be solely responsible for completing all required training to ensure she/he is qualified and current to perform the duties of a flight attendant.
- viii. If a flight attendant elects to use this option B.1.b., but the Company nevertheless declines to conditionally reinstate her/him despite her/his compliance with the terms of this Paragraph, the Company shall reimburse her/him for all out of pocket costs for her/his course of rehabilitation.

**Part 5 - Consequences of A Positive Alcohol Test**

- A. When a flight attendant's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, she/he shall be retested no sooner than 15 minutes from the administration of the initial test. If the second test also indicates an alcohol concentration between 0.02 and 0.039, the flight attendant shall not be permitted to resume flight duties until either 8 hours have elapsed since the original test, or her/his breath alcohol test indicates an alcohol concentration of less than 0.02. If the second test indicates an alcohol concentration below 0.02, the test shall be considered negative, and the flight attendant shall be permitted to resume flight duties.
  
- B. A flight attendant whose breath alcohol test indicates an alcohol concentration between 0.02 and 0.039 twice within eighteen (18) months shall thereafter be subject to no notice alcohol testing for a period of twelve (12) months from the time of the second such test.
  
- C. If a flight attendant's breath alcohol test indicates an alcohol concentration of 0.04 or greater, she/he shall be required, as a condition of continuing employment, to undergo evaluation by the Company's EAP Director, or the Director's designee and to complete any rehabilitation recommended by EAP prior to resuming any flight duties. Such rehabilitation shall be funded entirely by the flight attendant, except that she/he shall not be precluded from using any insurance benefits to which she/he is otherwise entitled. In addition, she/he shall be subject to no notice alcohol testing for a period of five (5) years from the date of her/his completion of the formal rehabilitation program. Thereafter, the flight attendant will not be subject to further no notice testing relating to the rehabilitation.
  
- D. If at any time during the balance of the flight attendant's career she/he has a breath alcohol test indicating an alcohol concentration of 0.04 or greater, she/he shall be forever barred from working as a flight attendant for the Company, or from performing any other safety sensitive duties at the Company.

**Part 6 - No Notice Testing**

- A. No notice is drug and/or alcohol testing administered by the Company in aid of rehabilitation as described elsewhere in this Part. A flight attendant will be subject to no notice testing under each of the following circumstances:
1. The flight attendant has submitted to a rehabilitation program requiring no notice testing.
  2. A System Board of Adjustment has directed no notice testing.
  3. The flight attendant has had a previous verified confirmed positive drug test result, a breath alcohol test indicating an alcohol concentration of 0.04 or greater, or 2 breath alcohol tests indicating an alcohol concentration between 0.02 and 0.039 within 18 months.
- B. During the period a flight attendant is subject to no notice testing, the Company may require no notice drug and/or alcohol testing as frequently as it deems necessary or advisable.
- C. No notice testing may be conducted just before, during, or just after any trip sequence.

**Part 7 - Voluntary Rehabilitation**

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

### **Part 8 - Refusal or Failure to Cooperate**

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

### **Part 9 - General**

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

## SECTION 26 PARTNERSHIP FLYING

- A. For purposes of this Section, an active flight attendant is one currently holding a place on the monthly bidding seniority list. For example, if a flight attendant is on furlough or in a management position, and is not on the bidding seniority list for the month of October, she/he is not eligible to be included in the October 15 award process (April for the April 15 bid award process). When a flight attendant returns to work and is placed on the monthly bidding seniority list, her/his name shall be placed on the Partnership Flying waiting list if she/he so chooses by submitting the appropriate request.
- B. An active lineholder having at least 2 years seniority as a flight attendant, including those who are already in the program and who desire to continue shall be eligible to bid for partnership vacancies. To be considered for a semi-annual award, bids must be submitted no later than 1000, central time, October 5 and April 5. On or before September 15 and March 15, the Company will post the anticipated number of semi-annual permanent partnership vacancies. Following receipt of the bids, the Company, at its discretion, will determine the final number of semi-annual permanent partnership vacancies that will be available in each domicile. The total number of partnership lines will not be more than 5% of the expected base complement on January 1 of the following year, unless the parties mutually agree to exceed this amount.
- C. Semi-annual awards shall be granted based on seniority among similarly qualified flight attendants competing for partnership positions within each domicile.
- D. Partnership flying awards shall be announced semi-annually on October 15 and April 15 for the ensuing 6 bid periods. A flight attendant who is awarded her/his partnership bid will be required to remain in the partnership position for the duration of the partnership award except as otherwise expressly stated in this Section. Removals from the program due to hardship may be granted with mutual agreement between the Senior Director, Inflight or her/his designee and the President - Directing General Chairman of the Union or her/his designee.



- E. A flight attendant who has been awarded partnership flying may elect to form voluntary partnerships with any other similarly qualified flight attendants who also have been awarded partnership flying in their domicile no later than November 15 and May 15 by submitting a Partners Team Request form. Those flight attendants who have not submitted these forms by 1000 central time, November 15 and May 15, will be paired by the Company in order of seniority. (i.e., the most senior unpaired flight attendant with the next most senior unpaired flight attendant.) Final semi-annual partnership teams will be posted no later than December 1 and June 1. All partnership awards, whether voluntary or seniority controlled, will be limited to flight attendants in the same domicile and to qualified partners.
  
- F. If the Company determines to fill vacancies which occur during the partnership term as a result of the transfer, termination, furlough, or displacement of partnership flight attendants, it will do so by awarding the remainder of the 6 months of partnership flying in seniority order to flight attendants whose names shall be maintained on the domicile's partnership flying waiting list. The lists shall contain the names of eligible flight attendants who bid, but were not awarded partnership positions as well as those of eligible flight attendants whose bids are received any time after the semi-annual deadline, but prior to 1000 central time, on the 5th day of the month. A flight attendant may remove his/her standing partnership bid at any time by withdrawing it in writing, but the deadline for such withdrawal in any given month shall be 1000 central time, on the 5th. All bids, whether submitted during the year or pursuant to the semi-annual rebid as provided in paragraph A., above, will be removed from the active file prior to the semi-annual posting of anticipated openings as provided in paragraph A., above. All eligible flight attendants who wish to be considered for inclusion in the following term's program must submit bids every term, including incumbent participants and those who submitted bids during the course of the term.

- G. Partners who elect to transfer to a new domicile will be removed from the partnership program once the transfer is awarded. When such a flight attendant reports for duty in her/his new domicile, she/he may place her/his name on the waiting list at her/his new domicile. In the event that the transfer is rescinded the flight attendant shall return to her/his previous domicile as a non-partner flight attendant. A flight attendant whose partner exits the program (e.g., as the result of a transfer, termination, furlough, displacement, etc.) will continue in the program, and will be paired with another unpaired partner, or if a vacancy is announced by the Company, with the next person on the waiting list. If there are no other unpaired partners and no flight attendants on the waiting list the remaining partner will drop 50% of her/his line each bid period until a new partner is awarded using these procedures.
- H. Partnership line awards will be determined by the bid of the senior partner on the team. The two partners will split the line evenly to the extent possible.
- I. Within 48 hours after the bid results are posted, the partners will notify Crew Planning of the name of the partner responsible for covering each specific trip for the month.
- J. Pay will be based on the flight attendant's credited flight time in her/his portion of the partnership bid line.
- K. A partnership flight attendant is limited to a monthly maximum of 55 scheduled hours in any month.
- L. A partnership flight attendant may request a personal drop(s), subject to operational requirements, which reduces her/his monthly guarantee below 40 hours. Additionally, a partnership flight attendant may trip trade with open time, subject to operational requirements, and such trade may reduce her/his monthly projection guarantee below 40 hours. Similarly qualified partnership flight attendants will be permitted to trade with each other regardless of whether one flight attendant may go below 40 hours. In this case her/his monthly guarantee will be reduced if she/he trades below 40 hours.

- M. The Company will not be responsible for resolving disputes between partnership flight attendants regarding the monthly division of their line.
- N. Partnership flight attendants will accrue seniority for all purposes in the same manner as all other flight attendants.
- O. Partners shall receive all variable pay elements (including on-time bonuses and 401(k) match), passes in accordance with Company policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional supplemental life. She/he shall also receive vacation accrual, and 2 ½ hours of sick leave accrual plus 2 ½ hours of OJI bank accrual for each bid period the flight attendant remains on the payroll but shall not be eligible for flex dollars.
- P. Either party may request a meeting to discuss the administration of the program at any time.
- Q. The Partnership Program is not intended to replace jobshares provided for in Section 20. The Company will continue to determine the availability of jobshares in the same manner and on the same basis as it has in the past, without regard to the existence of, or level of participation in the Partnership Program.

**SECTION 27  
DURATION**

This Agreement will become effective upon the date of its execution and will continue in full force and effect until July 31, 2010, and will renew itself without change on that date, unless written notice of intended change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, or by mutual agreement of both parties, 90 days but not less than 30 days prior to July 31, 2010.

IN WITNESS WHEREOF, the parties have signed this Agreement

ExpressJet Airlines, Inc.

International Association of  
Machinists and Aerospace  
Workers

\_\_\_\_\_  
James Ream, President

\_\_\_\_\_  
William O'Driscoll, President –  
Directing General Chairperson

\_\_\_\_\_  
Karen Miles, Vice  
President, Human Resources  
and Administration

\_\_\_\_\_  
Art Teolis,  
General Chairperson

\_\_\_\_\_  
John Schrage, Senior Director  
Labor Relations

\_\_\_\_\_  
Julie Frietchen,  
General Chairperson

\_\_\_\_\_  
Elizabeth Compton,  
Senior Director, Inflight

\_\_\_\_\_  
Charles Douglas,  
Base Chairperson

\_\_\_\_\_  
Sharon Armstrong,  
Base Director, Inflight

\_\_\_\_\_  
Cheryl Greulich,  
Base Chairperson

\_\_\_\_\_  
Dana Fremont,  
Base Chairperson

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Kate Romanusky  
Grievance Representative

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Jessica La Force  
Grievance Representative

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Edward Scott  
Grievance Representative

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Robert Sayles  
Grievance Representative

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Jenna Da Leon  
Grievance Representative

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Nicole Washington  
Grievance Representative

## LETTERS OF AGREEMENT

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August 1, 2006

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

Re: Automation of Scheduling Functions-Implementation

Dear Bill,

This letter will confirm our understanding reached during the 2006 negotiations regarding the implementation schedule for scheduling items agreed to in the negotiations which need programming.

The 2006 Agreement, together with all letter of agreement, other letters and memoranda of understanding will be effective on the Date of Signing (DOS), except as otherwise specifically provided in the Agreement or as specifically provided below:

1. Original trip pay protection-2/1/07
2. Drafting and Reassignment after pairing termination at 150%-4/1/07
3. Recurrent training in open time-2/1/07
4. Trip advertisements-4/1/07
5. Vacation adjustments and proration of days off for reserves-October 2006 bid period
6. Month to month adjustments within the first 10 days-October 2006 bid period
7. 12 days off for lineholders-October 2006 bid period
8. Schedule and actual duty time-October 2006 bid period
9. Trip trade system and initial line improvement window-November 2006 bid period
10. Two phase bidding-First domicile-February 2007 bid period, second domicile-March 2007 bid period, third domicile-April 2007 bid period
11. Main cabin door pay, if required-no later than when this flight time calculation is implemented for the pilots.



In the event the Company foresees that it will not be able to implement one or more of the scheduling items on the scheduled dates listed above, or will be able to implement any item above sooner than the scheduled date above, the Company will notify the union and the union and the Company will meet and confer regarding the reasons for the specific changes and agree upon any necessary modifications to the above schedule.

Sincerely,

Agreed:

John Schrage  
Senior Director, Labor Relations

William O'Driscoll  
President – Directing General  
Chairperson

August 1, 2006

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

Re: Block Time “Me Too” With ExpressJet Pilots

Dear Bill,

This letter will confirm our agreement reached in the recent negotiations regarding the pilot arbitration addressing the Main Cabin Door as it pertains to the block and pay time.

A flight attendant's flight time on a segment by segment basis will be calculated by using the same flight time as the pilot's flight time for the same segment and paid in accordance with Section 4 of the Agreement.

Sincerely,

Agreed:

John Schrage  
Sr. Director  
Labor Relations

William Odriscoll  
President-Directing Chairperson  
International Association  
of Machinists and  
Aerospace Workers

**Letter of Agreement**  
**Between**  
**ExpressJet, Inc.**  
**and**  
**The International Association of Machinists**  
**And Aerospace Workers**  
**Regarding**  
**Computer Based Training**

WHEREAS, the parties hereto recognize that technological advances and changes make predicting future circumstances an uncertain undertaking, and

WHEREAS, the parties desire that flight attendants be fairly compensated for their training duties, and

WHEREAS, the parties do not desire to impede the adoption of technological advances which may increase the efficiency of flight attendant training and make such training more convenient and accessible,

NOW, THEREFORE, the parties hereby agree as follows:

In the event that ExpressJet, Inc. (the “Company”) elects to institute computer based training (“CBT”) program(s), the Company will promptly notify the International Association of Machinists (the “Union”) that it so intends, and the parties will, as soon as mutually convenient, meet and confer regarding the appropriate compensation for such CBT training.

To facilitate these discussions the parties hereby agree to exchange relevant information regarding the CBT, practices and policies at other airlines, whether actual or anticipated, and any other pertinent information in their possession.

AGREED, this 1st day of August, 2005.

For:  
ExpressJet, Inc.

For:  
International Association of  
Machinists and Aerospace  
Workers

John Schrage  
Senior Director, Labor Relations

William O’Driscoll  
President - Directing General  
Chairperson

August 1, 2006

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

Re: Providing Drafting List

Dear Bill,

This will confirm our understanding reached during the 2006 negotiations regarding the Company providing to the union the drafting list.

When a flight attendant is drafted from home, the assignment will be documented by Crew Scheduling and forwarded to the Director of Inflight Operations and the IAM Base Chairperson within 24 hours.

Upon specific request, the Company will provide information regarding a drafting assignment after pairing termination.

Sincerely,

Agreed:

John Schrage  
Sr. Director, Labor Relations

William Odriscoll  
President, Directing General  
Chairperson

**Letter of Agreement  
Between  
ExpressJet, Inc.  
and  
The International Association of Machinists  
And Aerospace Workers  
Regarding  
Foreign Language Tuition Reimbursement**

WHEREAS, ExpressJet desires to promote the acquisition and utilization of foreign language expertise among its flight attendants, and

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

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

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

NOW THEREFORE, the parties hereby agree as follows:

1. The Company will designate from time to time those languages for which it has a business need, and for which it is willing to provide educational expense reimbursement.
2. The Company may require as a condition of reimbursement that flight attendants wishing to obtain reimbursement submit such advance information regarding instructional programs as it may deem necessary or desirable.
3. No later than 30 days following the submission of all information required pursuant to paragraph 2, above, the Company will indicate whether the instructional program is approved for this reimbursement program.
4. Seniority shall govern the selection(s) in the event that there are more applicants than the Company can accommodate for either the jobshare/leave features of this program or in competition for positions in foreign language bases.

5. Flight attendants engaging in foreign language instructional programs pursuant to this agreement shall be entitled to priority consideration for leaves and jobshares should they so request for a maximum period of 1 year from the initial date of enrollment in the language program.
6. The Company shall select objective standards/means (comparable to Berlitz standards) for determining language proficiency/qualification. Upon request by the Union, the Company will promptly meet and confer regarding the standards which are being applied and/or the means by which those standards are applied.
  - a. The testing authority will utilize a ranking system made up of 3 categories:
    1. Pass
    2. Pass with Condition
    3. Fail
  - b. A flight attendant may enter the “Pass with Condition” program if the testing authority so recommends.
  - c. A “Pass with Condition” flight attendant must be generally conversant in the language, even if she/he does not possess sufficient skill or knowledge of the language to qualify as an ExpressJet Foreign Language Speaker. It is the intent of this Program that such individuals have the opportunity to develop the necessary language skill by utilizing the language while working the speaker position on a 3 month trial basis.
  - d. Flight attendants falling into the “Pass with Condition” category will be subject to the following rules:
    1. Flight attendants may only qualify for the “Pass with Condition” Program 1 time per language.
    2. “Pass with Condition” participants will be transferred into language speaker vacancies only if vacancies remain in the base after “pass” candidates are transferred.

3. “Pass with Condition” flight attendants will have 3 months to develop their skill level. At the end of 3 months, they will be retested. If they do not achieve a “pass” ranking at that time, they will be returned to their prior base. Such flight attendants may subsequently seek transfers to language speaker positions, but must first qualify by achieving a “pass” ranking. No flight attendant may receive a second “Pass with Condition” ranking in the same language.
4. During the 3 month trial period, the flight attendant may receive flight evaluations to review language proficiency.
5. “Pass with Condition” flight attendants will receive the language override on the terms provided in the parties’ collective bargaining agreement.
6. “Pass with Condition” lineholders will be included in the senior attendant premium numbers.
7. Upon demonstration of language proficiency and the submission of receipts (or outstanding charges) from a program approved pursuant to paragraph 3, above, the Company will reimburse expenses incurred (limited by the expense reimbursement parameters contained in corporate policy) for the program, and all tuition or other similar charges to a maximum of \$4,000.00. “Pass with Condition” flight attendants will not be entitled to the \$4,000.00 reimbursement unless and until they have achieved the test result of “pass.”

8. A flight attendant who has obtained tuition reimbursement pursuant to this program may be assigned by the Company to a foreign language base, and if so assigned, will remain in the base for a period of at least 18 months from the date of the assignment. A “Pass with Condition” flight attendant who subsequently obtains tuition reimbursement and is assigned to a Foreign Language Base will remain in the base for a period of at least 18 months from the date of the conversion of her/his “Pass with Condition” ranking to a “pass” ranking.
9. Flight attendants holding a foreign language qualification may be required to revalidate their language proficiency on an annual basis. The Union shall be entitled to observe the administration of the qualification and/or revalidation processes established by the Company.

AGREED, this 1st day of August, 2005.

ExpressJet, Inc.

International Association Of  
Machinists And Aerospace  
Workers

John Schrage  
Senior Director,

William O’Driscoll  
President - Directing General  
Labor Relations  
Chairman



August 1, 2006

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

Re: Future Flying Opportunities

Dear Bill,

This will confirm our understanding and agreement regarding future flying opportunities for the Company's 69 aircraft that were removed from the Capacity Purchase Agreement by Continental.

It is understood that the Company is currently pursuing flying opportunities that may require flight attendants to staff the 69 aircraft. To the extent such new or different utilization of those aircraft require modification to the terms and conditions of our Collective Bargaining Agreement (CBA), the Company will negotiate such proposed changes with the IAM. Any such agreement reached between the Company and the IAM will be in accordance with Section 1 of the CBA and will be subject to ratification by the membership.

Sincerely,

Agreed:

John Schrage  
Sr. Director, Labor Relations

William O'Driscoll  
President-Directing General  
Chairperson

**Letter of Agreement  
Between  
ExpressJet  
and  
The International Association of Machinists  
And Aerospace Workers  
Regarding  
Implementation of New Technology**

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

NOW, THEREFORE, the parties agree as follows:

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

AGREED, this 1st day of August, 2006.

ExpressJet, Inc.

International Association of  
Machinists and Aerospace  
Workers

John Schrage  
Senior Director,  
Labor Relations

William O'Driscoll  
President - Directing General  
Chairperson

August 1, 2006

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

RE: IAM Pension Plan

Dear Bill:

This will confirm our discussions during the recent contract negotiations.

We have agreed that in the event the Company implements a Pension Plan for any employee group, management or otherwise the Company will meet and confer with the IAM concerning the conversion of the Company's current 401k savings plan for flight attendants into the IAM National Pension Plan.

Sincerely,

Agreed:

John Schrage  
Sr. Director,  
Labor Relations

William Odriscoll  
President-Directing  
General Chairperson

August 1, 2006

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

RE: IAM Safety Committee

Dear Bill:

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

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

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

Sincerely,  
John Schrage  
Senior Director, Labor Relations

Agreed:  
William O'Driscoll  
President–Directing General  
Chairperson

August 1, 2006

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

Re: Flight Attendant Jumpseat Policy

Dear Bill,

This letter will confirm our understanding reached in recent negotiations regarding the negotiation of ExpressJet flight attendant jumpseat agreements with other carriers with whom ExpressJet enters into code share agreements and/or otherwise provides regional or commuter passenger traffic feed. It is understood and agreed that ExpressJet will use its best efforts to achieve Flight Attendant Jumpseat agreements with such carriers which allow ExpressJet flight attendants to utilize cabin jump seats on aircraft operated by such carriers.

Sincerely,

Agreed:

John Schrage  
Senior Director, Labor Relations  
ExpressJet Airlines, Inc

William O'Driscoll  
President-Directing General  
Chairperson

August 1, 2006

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

Re: Jumpseats

Dear Bill,

This will confirm our understanding reached during the 2006 negotiations regarding unlimited jumpseat riders.

The Company will use its best efforts to secure a jumpseat policy with Continental Airlines that would allow flight attendants to be boarded into passenger seats as long as there are open seats in the cabin and after all revenue and non-revenue passengers have been accommodated.

Sincerely,

Agreed:

John Schrage  
Sr. Director, Labor Relations

William Odriscoll  
President, Directing General  
Chairperson

August 1, 2006

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

RE: Longevity for Passes

Dear Bill:

This will confirm our discussions during the recent contract negotiations.

We have agreed that if, during the term of the current collective bargaining agreement, the pilots, mechanics, agents, dispatchers, or clerical employees obtain more liberal longevity credit for pass purposes than is provided in Section 13, paragraphs B.4, C.3.b., and F.2, the flight attendants will also receive the benefit of the more liberal longevity, effective on the same day as such other employee group(s).

Agreed:

John Schrage  
Sr. Director,  
Labor Relations

William O'Driscoll  
President-Directing  
General Chairperson

August 1, 2006

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

Re: New Equipment

Dear Bill,

This letter will confirm our understanding reached in the recent negotiations regarding the acquisition by the Company of larger aircraft than those currently operated by the Company.

In the event the Company were to acquire or utilize larger aircraft than those currently operated by the Company, the Company will staff flight attendants in accordance with Section 1 of the Collective Bargaining Agreement. The Company will meet and confer with the Union to reach agreement on any applicable work rules and pay. In the event the parties are unable to reach agreement, the issues will be submitted to binding arbitration.

Upon final agreement, or the issuance of the arbitrator's award, retroactive wages, if applicable, will be paid to all flight attendants who were entitled to pay in connection with the introduction of the new equipment from the first day the larger aircraft is placed into revenue service.

Nothing set forth in this letter shall prevent the Company from introducing new equipment into revenue service before an agreement is reached or an arbitrator's award is issued governing the applicable terms and conditions.

Sincerely,

Agreed:

John Schrage  
Senior Director, Labor Relations  
ExpressJet Airlines, Inc.

William O'Driscoll  
President – Directing General  
Chairperson



August 1, 2006

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

RE: Protection of Flight Attendants from Assault

Dear Bill:

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

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

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

Very truly yours,

John Schrage  
Senior Director, Labor Relations

August 1, 2006

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

Re: Speaker Program

Dear Bill,

This letter will confirm our understanding reached during the 2005 negotiations regarding the Speaker Program.

If the Company, at its discretion, decides to implement a program designed to have foreign language speakers on flights to foreign destination(s), it will meet and confer with the IAM with the intent of reaching agreement on the terms and conditions applicable to the foreign speaker flight attendants assigned to the foreign flights.

Upon final agreement, retroactive wages, if applicable, will be paid to all flight attendants who were entitled to pay in connection with the introduction of the Speaker Program.

Nothing set forth in this letter shall prevent the Company from introducing a Speaker Program before an agreement is reached governing the applicable terms and conditions.

Sincerely,

Agreed:

John Schrage  
Senior Director, Labor Relations  
ExpressJet Airlines, Inc.

William O'Driscoll  
President – Directing General  
Chairperson

August 1, 2006

Art Teolis  
General Chairperson,  
Air Transport District Lodge 142  
400 N.E. 32nd Street  
Kansas City, Missouri 64116

Re: Transfer to Continental Airlines

Dear Art:

This will confirm our understanding reached during the recent negotiations regarding a Continental Bridge Agreement or other career progression. We have agreed that if Continental Airlines and the Pilot's Union renew their agreement regarding a Continental Bridge Agreement or other career progression, the Company will meet and confer with IAM Union representatives in a good faith attempt to reach a similar agreement.

Sincerely,

AGREED TO:

John Schrage  
Sr. Director, Labor Relations  
ExpressJet Airlines, Inc.

Art Teolis  
General Chairperson  
IAM, District 142

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**K**

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