

TENTATIVE  
COLLECTIVE BARGAINING AGREEMENT

between the

FLIGHT ATTENDANTS in the service of

NATIONAL AIR CARGO GROUP, INC. d/b/a NATIONAL  
AIRLINES

Represented by

INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

Tentative Agreement  
September 20, 2023

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## **ARTICLE 1 – PURPOSE OF AGREEMENT, RECOGNITION AND SCOPE**

A. The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of the employment under reasonable working conditions. It is recognized by this Agreement to be the duty, of the Company and of the Employees, to cooperate fully, both individually and collectively, for the advancement of that purpose.

B. Both the Company and the Union recognize and mutually agree that no employee covered by this Agreement will be discriminated against based on applicable state or federal law or because of membership in the Union.

### **C. Recognition**

In accordance with Certification Number R-7565, dated January 21, 2022, by the National Mediation Board, National Air Cargo Group, Inc. d/b/a National Airlines (the “Company”) hereby recognizes the International Association of Machinists and Aerospace Workers (the “Union”) as the authorized bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.

### **D. Scope of the Agreement**

1. 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.

2. All Flight Attendant duties on revenue flights operated on National Airlines aircraft, which require Flight Attendants, will be performed by Flight Attendants covered by this Agreement on the National Airlines seniority list, unless otherwise provided for in this Agreement. Nothing in this Agreement prevents qualified management personnel from performing certain duties to support the critical needs of the operation, including, but not limited to, flying due to the unavailability of Flight Attendants covered by this Agreement (such as to avoid a cancellation), short notice or ad hoc flights, checking functions, and maintaining currency. The company will use reasonable efforts (such as utilizing available reserves) to cover flights due to unavailability of Flight Attendants covered by this Agreement, and to cover short notice or ad hoc flights, before management personnel are utilized.

E. No Strike/ No Lockout

The Company agrees not to lock out any Flight Attendants during the term of this Agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act, as amended, have been exhausted. The Union and the Flight Attendants will not engage in any strikes, work stoppages, slowdowns, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of company during the term of this agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act, as amended, have been exhausted. The Union and the Company reserve the right to seek injunctive relief or other available remedies for any violations of this no-strike/no-

lockout clause. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the Union or to the Company or to their representatives, under the provision of the Railway Labor Act, as amended.

F. Alter Ego

Except as otherwise provided for in this Section, the Company will not establish, operate, or control the operations of an “alter ego” to avoid the terms of this agreement.

G. Successorship and Merger Protection

1. This Agreement will be binding upon any successor that purchases the Company and operates the Company as an air carrier, regardless of the nature of successor transaction (including purchase, sale, merger, consolidation, acquisition, leasing of the operation, and reorganization for the benefit of creditors) unless or until changed in accordance with the provisions of applicable federal law. As soon as the Company becomes aware of a transaction described in the foregoing sentence and it is legally permissible to disclose such information, and such disclosure would not violate any applicable confidentiality agreement(s), it shall provide the Union with written notice of the transaction, subject to any confidentiality agreement that the Company or the successor may require.
2. The Company shall not enter into or be a party to any transaction (a successorship transaction) unless the Successor is to assume and be bound by this Agreement and that those flight attendants on the National Airlines Flight Attendants’ System Seniority List who are employed by the Company at the time

of the closing of the successorship transaction shall continue to be employed by the Company in accordance with the provisions of this Agreement to the extent the Company continues to conduct operations that require Flight Attendants.

Prior to the closing of the successorship transaction, the Company shall provide the Union with written notice of compliance with this paragraph, provided that it is legally permissible to disclose such information and such disclosure would not violate any applicable confidentiality agreement that the Company or the successor may require.

#### H. Management Rights

3. Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its flight attendant workforce. Such rights include the right to hire, to establish and, from time to time, amend, suspend, or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment, and promotions; to assign duties as necessary in accordance with this agreement; to determine methods and programs for training/retraining; to establish rules of conduct; to discipline or discharge for just cause; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine size and composition of the flight attendant workforce; to furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its

operations; to transfer equipment from one base of operation to another base of operation; to determine where and when to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its aircraft, equipment or other facilities; to enter into code sharing, affiliation or marketing agreements with other carriers; invest, including equity investment, in other business entities including other air carriers; and to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

**ARTICLE 2**

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### ARTICLE 3 - SCHEDULING

A. Flight Attendants will be guaranteed a minimum of 30.0 hours per bi-weekly period as long as they are available for duty during such period and otherwise meet the requirements of this Agreement. For any day(s) a Flight Attendant is not available and ready to work, whether due to absence, illness, leave, or other reason, the bi-weekly guarantee will be prorated accordingly. To the extent a Flight Attendant has accrued and available PTO a Flight Attendant may choose to use such PTO to cover such absences.

B. Flight Attendants will be guaranteed at least 12 days off in a bid month.

C. Duty Time

A Flight Attendant's Duty Time is defined as Report Time to Release Time. A Flight Attendant's normal Report Time for a revenue flight is one hour thirty minutes (1:30) minutes prior to the scheduled departure. A Flight Attendant's normal Release Time is 30 minutes after block-in time, or at arrival at the Flight Attendant's Hotel in the event that the hotel is more than one hour from the airport. The Company may alter the report time as operationally necessary.

D. Report Time for Deadhead Flights

A Flight Attendant must be at the gate or at the aircraft (if no gate) no later than 30 minutes prior to departure for all Deadhead flight on company aircraft and ferry aircraft, or 45 minutes prior to departure for third party aircraft. The Company may alter the report time as operationally necessary. Flight Attendants will be given advance notice of

a change to report time as soon as the company is aware of a need for the change. A Flight Attendant's Duty Time Limits will comply with the FARs.

#### E. Bidding

1. Bidding will be conducted in seniority order using the Flight Attendant's seniority date.
2. The schedule for bidding purposes shall be posted no later than the 5<sup>th</sup> day of the month, and close on the 10<sup>th</sup> day of the month. Results shall be published no later than the 12<sup>th</sup> day of the month.
3. A Flight Attendants who fails to bid will be assigned a bid by the Company after all bids are filled. The Flight Attendant will be assigned a schedule in seniority order of Flight Attendants who failed to bid.
4. A Flight Attendant on Leave will be able to bid for the upcoming month if they have an affirmative start date and provide proof of this date in advance of the bids opening for the upcoming month.
5. Bid Resolution
  - a. Flight Attendants will have forty-eight (48) hours from the posting of the bid to dispute a bid award if any discrepancy is found. If a discrepancy is found to exist on incorrect awarding of all bona fide bids, an adjustment shall be made within forty-eight (48) hours.
6. All bids will consist of 12 consecutive days off. The Company will continue to try to improve Flight Attendant bid structure by improving bid systems, practices or

implementing bidding software and will meet and confer with the Union at least 30 days in advance prior to implementing any new bid structure.

7. The Flight Attendant's 12 guaranteed days off will be free from duty.

F. Voluntary and Involuntary Duty

1. Flight Attendants, on a voluntary basis, with the approval of the Company, using the Company's system, can work on their Guaranteed Days Off. A Flight Attendant will indicate their desire to volunteer using the Company's system, typically on a monthly basis after the bid is awarded. If the Company reasonably believes there is an upcoming Trip, and the Company has more volunteers than are needed, the Company will assign the Trip in Seniority order, subject to operational and regulatory requirements. It is not the intent of this language to regularly utilize flight attendants on Guaranteed Days off in lieu of Flight attendants on Reserve status unless operational and/or regulatory needs dictate otherwise.

A Flight Attendant who works an additional Duty Day on their Guaranteed Day(s) Off will be paid for such Duty Day at their hourly rate for each flight hour worked (with fifty percent (50%) for deadhead flights), plus an additional two (2) hours of pay. If the previous total, including the +2 hours, for a Duty Day equals five (5) hours or more, that is what the Flight Attendant will be paid; if the previous total is less than five (5) hours, the Flight Attendant will be paid five (5) hours for such Duty Day. In other words, a Flight Attendant will be paid the greater of the hours worked +2 hours, or five (5) hours for each Duty Day. A Flight Attendant must be

ready and available to work the entire Duty Day to be eligible for the +2 hours or the 5 hour minimum above. This pay on a Duty Day will be paid above the Flight Attendant's bi-weekly guarantee. The Company may offer a premium for voluntary days worked on a day off at Company's sole discretion based on the needs of the operation.

Example A: A Flight Attendant for a voluntary Duty Day on a day off has a one (1) hour deadhead which is paid at fifty percent (50%), and one-and-a-half (1.5) block hours of flight time, which would equal two (2) hours of pay. Adding +2 hours equals four (4) hours. Since this total is less than five (5) hours, the Flight Attendant would be paid five (5) hours (multiplied by any premium being offered by the Company).

Example B: A Flight Attendant for a voluntary Duty Day on a day off has a two (2) hour deadhead which is paid at fifty percent (50%), and three (3) hours of flight time, which would equal four (4) hours of pay. Adding +2 hours equals six (6) hours. Since this total is equal to or greater than the five (5) hour minimum, the Flight Attendant would be paid six (6) hours (multiplied by any premium being offered by the Company).

2. Flight Attendants who are involuntarily required to work on their day off will be paid for such Duty Day at their hourly rate for each flight hour worked (with fifty percent (50%) for deadhead flights), plus an additional two (2) hours of pay. If the previous total including the +2 hours for a Duty Day equals five (5) hours or more, that is what the Flight Attendant will be paid; if the previous total is less than five (5) hours, the Flight Attendant will be paid five (5) hours for such Duty Day. In other words, a Flight Attendant will be paid the greater of the hours worked +2 hours, or five (5) hours for each Duty Day. A Flight Attendant must be ready and available to work the entire Duty Day to be eligible for the +2 hours or the 5 hour minimum above. This pay on a Duty Day will be paid above the Flight

Attendant's bi-weekly guarantee. All Involuntary hours on a flight attendants guaranteed days off will be paid at least a 150% premium.

Example A: A Flight Attendant for an involuntary Duty Day on a day off has a one (1) hour deadhead which is paid at fifty percent (50%), and one-and-a-half (1.5) block hours of flight time, which would equal two (2) hours of pay. Adding +2 hours equals four (4) hours. Since this total is less than five (5) hours, the Flight Attendant would be paid five (5) hours at a 150% premium (or higher if the Company agrees).

Example B: A Flight Attendant for an involuntary Duty Day on a day off has a two (2) hour deadhead which is paid at fifty percent (50%), and three (3) hours of flight time, which would equal four (4) hours of pay. Adding +2 hours equals six (6) hours. Since this total is equal to or greater than the five (5) hour minimum, the Flight Attendant would be paid six (6) hours at a 150% premium (or higher if the Company agrees).

3. A Flight Attendant working on their day off under E.1 or E.2 above may be compensated by the Company with a compensatory day off rather than being offered the additional +2 hours / five (5) hour minimum pay at a premium, if the flight attendant agrees.

#### G. Short Call

1. Flight Attendants who are on Short Call will be given a 4 hour notice before having to report for a flight. Flight Attendants must be available and answer a phone call from Crew Scheduling. The 4 hours will start upon positive contact by the Company/Crew Scheduling with the flight attendant. Flight Attendants who do not answer their phone will have 15 minutes to return the call to the Company/Crew Scheduling. Crew-Scheduling will attempt to contact the Flight Attendant twice in the 15 minute window to account for any dialing or phone errors.

#### H. Long Call

1. Flight Attendants who are on Long Call will be given a 12 hour notice before having to report for a flight. Flight Attendants must be available and answer a phone call from Crew Scheduling. The 12 hours will start upon positive contact by the Company/Crew Scheduling with the Flight Attendant. Flight Attendants who do not answer their phone will have 15 minutes to return the call to the Company/Crew Scheduling. Crew-Scheduling will attempt to contact the Flight Attendant twice in the 15 minute window to account for any dialing or phone errors.
- I. Flight Attendants will receive 50% pay for all deadhead flights assigned to the Flight Attendant. A Flight Attendant will receive 50% pay for all deadhead via surface transportation based on normal travel times.
1. If deadheading on other airlines, and not going to a flight immediately after landing, a Flight Attendants will be permitted to wear casual attire.
  2. Flight Attendants will receive transportation, lodging and per diem in accordance with this Agreement for deadheading, if applicable.
- J. A Flight Attendant Scheduling Committee shall be established by the Union at each domicile. The Committee shall provide input into the construction of trips and bid lines each month. The Scheduling Committee may review the open time and relief lines and final bid awards.
- K. Flight Delays

1. Known delays of scheduled flights will be communicated as far in advance as practical. Flight Attendants will not be required to report for duty until an updated departure time is known and confirmed.

L. Trip Trades

1. All Flight Attendants will have the ability to trade scheduled days on duty with the approval of Crew Scheduling and Inflight management.

M. If the Company switches bidding systems, the Company will first meet and confer with the Union representative, in no case later than 90 days of planned implementation. In addition, training will be provided to all Flight Attendants on the new system prior to implementation.

If the Company begins scheduled service, the Company will meet and confer with the Union representative before implementing a new bidding process to provide for scheduled service.

**ARTICLE 4**

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## ARTICLE 5 - PURSER

- A. "Purser" means a Flight Attendant who, in addition to performing Flight Attendant duties, is responsible for additional duties, including, but not limited to, coordinating and directing the activities of the other Flight Attendants on board, and for completing all required reports and documentation. There shall be one (1) Purser position on each flight.
- B. Qualification  
Pursers shall be interviewed by the Company and selected based on seniority, safety record, reliability, conduct record, and overall quality of the candidate.
- C. The Company will provide training to Pursers on their duties which training may include, but is not limited to, leadership, mentoring, and services necessary for passenger travel, documentation and procedures.
- D. Pursers will be assigned by the Company for each flight segment taking into consideration such issues as the availability of Pursers on the trip, seniority, the needs of the operation, and rotation of Pursers.
- E. If no Purser is available for a particular flight segment, the Purser position will be offered to the Flight Attendants working the flight segment in seniority order.
- F. Flight Attendants shall indicate an interest in the Purser position via the Company designated method.

**ARTICLE 6**

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## ARTICLE 7 - SENIORITY

### A. Accrual of seniority

1. Seniority under this Agreement shall be defined as length of service with the Company since the last date of hire.
2. Flight Attendant Seniority shall begin to accrue from the date a flight attendant begins initial training, provided such training is successfully completed, and shall continue to accrue unless interrupted as otherwise provided in this agreement.
  - a. Subject to the other terms of this agreement a flight attendant's system seniority shall govern the following situations:
    1. Retention in case of reduction of force
    2. Recall from furloughs

B. The Purser (or the most senior Flight Attendant if the flight has no Purser) will facilitate each Flight Attendant's selection of their duty position in seniority order, and will communicate those positions to the Flight Attendants prior to each flight. Inflight Management will be notified of Flight Attendant positions flown so they can be tracked. If a Flight Attendant needs or wishes to gain experience in a particular duty position, the Purser may rotate positions to create the opportunity to gain.

C. Subject to the other terms of this agreement a flight attendant's domicile seniority (in the event there is more than one domicile) shall govern the following situations:

1. Bidding for a monthly schedule.
2. Bidding for PTO.

D. Flight Attendant System Seniority List

1. Every bid month the Company shall update and publish a system seniority list to the Flight Attendants, with copy to the PDGC or designee, accounting for attrition and new flight attendants. This list must include each flight attendant name and seniority number. The list will also list any ineligible flight attendants and the reason the Flight Attendant is inactive (for example, leaves). This list must be made available when bid results are published.
  - a. A flight attendant shall be allowed a maximum of 30 days after the posting of the system seniority list to file a written protest to the director of inflight setting forth the specifics of the error which affected their seniority.
    1. Flight Attendants whose seniority is adjusted due to a granted seniority protest will not be able to file a grievance or any claim for harm or any alleged loss of pay, days off, etc. that may have occurred due to the error, other than correction in the list going forward.

E. Retention and Loss of Seniority

1. While occupying a management position, a Flight Attendant shall retain their Seniority, unless they have been furloughed. If furloughed, they may continue occupying their management position at the discretion of the Company.
2. A Flight Attendant occupying a management position shall retain and continue to accrue Longevity and Seniority.
3. A flight attendant who is inactive due to physical incapacity, sickness or injury that prevents them from performing Flight Attendant duties shall retain and

accrue seniority for a maximum period of Three (3) of years, after which he/she/they shall lose all seniority.

#### F. Probation

1. A Flight Attendant shall be on probation for the first three hundred sixty five (365) days of cumulative active service with the Company as a Flight Attendant commencing upon successful completion of the Initial Operating Experience (IOE.)
2. Discipline or termination of a probationary employee will not be subject to the Grievance and System Board of Adjustment procedures of this Agreement.  
  
However, a probationary Flight Attendant will have access to the Grievance and System Board of Adjustment procedures regarding non-disciplinary contractual disputes.

#### G. Special Assignments

1. Flight attendants may be assigned on a voluntary basis, to a position outside the definition of a flight attendant.

#### H. Loss of Seniority

1. A Flight Attendant shall lose his/her seniority with the company if he/she/they:
  - a. Quits or resigns
  - b. Retires
  - c. Is discharged for just cause
  - d. Is on furlough status for sixty (60) consecutive months
  - e. Is on furlough status and fails to respond to recall

- f. Is on a medical leave of longer than three (3) years
- I. To decide the position of two (2) or more employees on the Seniority List whose hiring date or date of initial Flight Attendant Training is the same, the following procedure will be used in sequence as outlined:
  - 1. Date of entering classification
  - 2. Company Hiring Date
  - 3. The following process to be used when two (2) or more employees have equal seniority:

By first using the last three (3) numbers of the employee's Social Security Number (SSN), and whomever has the lowest last three numbers will be considered the first hired, and so on.

## ARTICLE 8 - LEAVES OF ABSENCE

- A. All Leaves of Absence shall be without pay.
- B. All requests for Leave of Absence must be made through the employee's immediate supervisor and Human Resources. Leave may be granted upon written request, such request being made at least fifteen (15) days prior to commencement of desired Leave of Absence, except in an unforeseen emergency. An employee on Leave of Absence (LOA), with an established expiration date, desiring to return prior to the expiration of such LOA must give fourteen (14) days written notice and may return early only with Company approval. The Flight Attendant will be assigned a schedule by the Company unless the Flight Attendant returns and is eligible to bid for and be awarded a schedule in the regular course of monthly bidding. Once an employee is granted LOA, the Company may rescind the leave with a seven (7) day written notice, unless protected by federal and/or state law, sent first via email return receipt requested, then via certified mail return receipt requested if necessary
- C. During all leaves under this Article, the employee will retain but not accrue seniority after ninety (90) days, and the employee will not accrue Longevity (unless otherwise required by federal and/or state law such as military leave). Requests for extensions of leaves will be considered under extraordinary circumstances. Personal leaves, including extensions, will be for a maximum continuous period of one (1) year. The employee will retain, but not continue to accrue, seniority during such extensions. During Leaves of Absence granted because of health, injury, or special assignment by the Company, seniority shall accrue during the entire period of the Leave. Copies of all approvals shall

be forwarded to the District General Chair. Leaves for sickness or injury may be granted up to a maximum continuous period of three (3) years. During Military, Maternity, Parental, and Medical leaves, the employee shall retain and continue to accrue seniority for ninety (90) days, but will not accrue Longevity, except in the case of USERRA leaves or as provided by federal and/or state law.

#### D. Maternity Leaves

1. Employees who are certified as unable to work during pregnancy by a healthcare provider will be considered on a Medical leave of Absence. Employees who are granted a leave after the birth of a child, or after a miscarriage, will be required to return to work within 180 days after the birth or miscarriage, unless an extension is granted, or additional time is required under federal or state leave laws or as a form of reasonable accommodation. Said extension may not exceed sixty (60) days unless additional time is required under federal or state leave laws or as a form of reasonable accommodation. At the conclusion of her leave, the employee must give the Company three (3) weeks advance notice of the date she intends to return. The employee will be returned to her former position unless it has ceased to exist or is filled by a more senior employee, in which case the employee will exercise seniority in accordance with article 7.
2. Employees who must leave work for Maternity or other disability reasons must use accrued, vested and unused PTO leave for the disability period. Regardless of the usage of PTO pay, employees taking a Maternity or other disability Leave of Absence must apply for any State disability benefits that may be available



prior to the employee being eligible for any disability benefits provided by the Company. Such Company disability benefits may be received in addition to state provided disability benefits, up to a maximum of amount equal to the Flight Attendant's Guarantee.

3. For all employees who do not qualify for parental leave under Federal or State regulations, a personal Leave of Absence of up to one hundred eighty (180) days may be utilized for the birth or adoption of a child. Such leave must be taken in one block rather than intermittently, unless federal or state law requires otherwise. Such leave will be treated as a personal leave and granted upon request in conjunction with required certification. Employees must utilize any earned PTO time for the leave.
- E. During periods of furlough, special consideration will be given to requests for Leaves of Absence from senior employees when granted such Leaves will result in the retention of qualified junior employees. The Company may also offer a voluntary leave or separation program, and will meet and confer with the Union prior to implementation.
- F. When more than one employee requests Leave of Absence over the same period of time, Company Seniority shall apply. Once an employee is granted a leave of absence they may not be bumped by a senior employee requesting leave after the first Flight Attendant for similar reasons.
- G. Government and Union Leave
1. Employees elected to positions in service of the Government of the United States or any political subdivision thereof, shall be granted an indefinite Leave of

Absence by the Company. An employee on Leave of absence for this purpose shall retain and continue to accrue seniority but shall have no other employee benefits. The employee will be compensated for any accrued vacation and will retain whatever sick and OJI leave she/he/they had at the time the Leave of Absence began. Thirty (30) days after the expiration of his/her/their term of Government office, the employee shall report to work or forfeit his/her/their seniority.

2. Employees accepting full time employment with the Union shall be granted an indefinite Leave of Absence by the Company. Any employee on leave of Absence for this purpose shall retain and continue to accrue seniority and other employee benefits as provided herein.
3. The employee will continue to receive pass benefits, as provided for all other employees covered by this agreement.
4. The employee will be permitted to continue in the group hospitalization, dental and life insurance programs providing the employee reimburses the Company for the active employee premium cost.
5. The employee will retain all accrued sick and OJI time which she/he/they has in accrual at the commencement of the Leave of Absence.
6. All vacation in accrual at the time of the Leave of Absence commences will be paid to the employee, at his/her/their rate of pay, on a special check issued within two (2) weeks after the Leave commences. Upon the employee's return

to service of the Company, the employee will accrue vacation credit in accordance with his/her/their length of service.

7. Thirty (30) calendar days after termination of the employment with the Union, the employee shall report for work or forfeit his/her/their seniority.

#### H. Bereavement

The Company will grant to Flight Attendants three (3) days of bereavement leave with pay in the event of death of any of the following family members: His/her spouse, domestic partner, child, stepchild, sibling, parent (including biological or adoptive) parent-in-law, grandparent, grandchild, or any dependent relative living in the same household.

## ARTICLE 9 - PTO

### A. Accrual

1. A Flight Attendant shall accrue PTO in accordance with Company Seniority under this Agreement. PTO shall begin to accrue on a Flight Attendant's date of hire and accrue each anniversary year for the following year. Beginning on a Flight Attendant's anniversary date each year, the Flight Attendant shall be eligible to use the PTO earned during the previous anniversary year.
2. Each anniversary year, a Flight Attendant shall be eligible to accrue 14 days of PTO to use in the following year.
3. Flight Attendants who resign or are discharged or subsequently rehired with a break in service shall receive no credit for service performed before the date of hire.
4. A Flight Attendant who is on no pay status for a continuous period of more than thirty (30) days shall not accrue PTO credit during such a period of absence.
  - a. This shall not apply to Flight Attendants who are absent for 30 days or more for:
    1. Maternity Leave
    2. Parental Leave
    3. Military or Government Leave
    4. Union Leave
    5. jury duty

### B. PTO Use

To the extent not awarded annually as outlined below, a Flight Attendant shall be permitted to use remaining accrued, earned and available PTO day to cover a Flight Attendant's absences.

C. PTO Vacation Bidding

1. PTO bidding for vacation periods shall typically commence no earlier than Nov 1<sup>st</sup> of each year and shall be completed no later than Nov 15<sup>th</sup> of each year. PTO Awards should be posted no later than 30<sup>th</sup> Nov of each year.
2. Each block of PTO awarded under this paragraph is five (5) days. This block must be added to days off. A Flight Attendant may take more than five (5) days in one block subject to management approval. A Flight Attendant may also take the five (5) day block off not connected with days off subject to management approval.
3. Preference in the period in which a Flight Attendant shall be permitted to take PTO blocks shall be granted in the order of the seniority of all Flight Attendants at his base.
4. PTO Cancellation
  - b. In the event the company operations in any Flight Attendant service year do not permit a Flight Attendant to take his scheduled PTO block of days, he will be notified as soon as practical by the Company. Every effort shall be made to maintain the integrity of each assigned PTO period.
    1. The Company, in its discretion, may request volunteers for PTO cancellation. If an insufficient number of flight attendants do not accept a voluntary PTO cancellation, additional required PTO

cancellation shall be made in reverse seniority order (by base if more than one base). Flight attendants whose PTO has been canceled by the company will have their PTO re-awarded to a later time in the year. If the PTO cannot be re-awarded to a later time in the year, it will be carried over or paid out (the choice of these two options will be at the Company's discretion).

5. A Flight Attendant will notify the Company if a PTO cancellation may result in forfeiture of a non-refundable deposit and will use her/his best efforts to recover the deposit. The Company may also attempt recovery of the deposit. A Flight Attendant whose PTO is involuntarily canceled or postponed by the Company will be reimbursed for any non-refundable, reasonable deposit made in reliance on her/his awarded schedule. Documentation for such expense must be provided to the Company for reimbursement.

**ARTICLE 10**

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## **ARTICLE 11 – MISSING, INTERNMENT, PRISONER OF WAR AND HOSTAGE BENEFITS**

A flight attendant who is officially reported interned, hijacked, missing, or a prisoner of war during his/her assignment while on the Company's operations shall be entitled to his/her full biweekly credit hours for the period during which he/she is interned, hijacked, missing or held prisoner of a war, and until such time as the flight attendant is returned to his/her home or to his/her base, or is able to be returned to the United States of America, or its territories, or until his her death is established, or until death can be legally presumed to have occurred. Payments of such amount shall be made by the Company to such person or persons designated by the flight attendant in writing, but designation must be made on a company form prepared for that purpose or otherwise, and the company may make such payments to persons designated by the flight attendant to receive death benefits if no other beneficiary designation has been filed with the company. Payments so made by the company to such designated persons shall be exclusive of any workers compensation benefits and shall be deemed to have been made to the flight attendant, and shall fully discharge the company from further obligation on account thereof. Flight attendants entitled to compensation under this provision shall maintain and continue to accrue seniority.



## **ARTICLE 12 - TRANSPORTATION**

- A. Transportation while on medical leave of absence is governed by company policy.
- B. The Company acknowledges that pass benefits on other carriers can assist in recruiting for National Airlines. The Company will make reasonable efforts to secure pass benefits or reduced rate travel benefits on other carriers for pass travel for National Airlines Flight Attendants. The Company will update the President/Directing General Chair, or his/her/designee, as to the progress of pass travel on other carriers.

## ARTICLE 13 - UNIFORMS

A. Flight Attendants shall wear uniforms as directed while on duty and at other times that they may be required to wear a uniform. Uniforms should be practically designed, preferably machine washable and made from such fabrics to be considered safe to operate the aircraft but also comfortable, breathable fabrics.

B. Uniform Allowance

1. The Company shall purchase and issue the initial required uniform pieces pursuant to Company policy. If the Company initiates a change in the required uniform style (whether the entire uniform or just certain pieces) and requires the Flight Attendants to wear the new uniform or certain pieces, the initial uniform or any additional or redesigned pieces will be at the Company's expense. On each non-probationary Flight Attendant's employment anniversary date, they will be provided up to a \$200 annual, non-accumulative credit with a Company vendor to be used for replacement pieces. If a Flight Attendant terminates employment before completing a year of service, such Flight Attendant must return all uniform pieces to the Company.

2. The following pieces are to be issued by the Company for all Flight Attendants at no cost to the Flight Attendants:

a. Female

Total of 3 Pants and Skirts; in any combination, but must include 1 pair of pants

1 Blazer

6 Short or Long Sleeve Blouses, in any combination

- 2 Sweaters
- 2 Dresses
- 1 Belt
- 3 Aprons
- 1 Pocket Puff
- 2 Scarves
- 1 All Weather Coat
- 2 Wings and Name Bar (if used as part of the uniform)

b. Male

- 3 Pants
- 2 Mock Neck Cardigans
- 2 Vest
- 1 Belt
- 1 Jacket
- 3 Aprons
- 6 Short or Long Sleeve Shirts, in any combination
- 1 All Weather Coat
- 2 Ties
- 2 Wings and Name Bar (if used as part of the uniform)

c. The following uniform pieces are considered optional and may be purchased by a Flight Attendant:

1. Optional Pieces Female:

- Single Breasted Vest
- Red or Blue Shell Sweater
- Short Sleeve Blazer

2. Optional Pieces Male:

- Crew Neck Sweater or Mock Turtleneck

d. Maternity Uniform:

1. The Company shall issue one (1) set of uniform pieces required for those Flight Attendants who are pregnant.
3. Employees may wear a Union insignia pin no more than 1 inch in diameter, which contains no derogatory, offensive, or anti-company messaging.
4. ID Lanyards are part of the uniform, and only Company issued lanyards can be worn.

C. Uniform Fittings and Alterations

1. It is the Flight Attendant's responsibility to provide uniform measurements to the uniform supplier.
2. The Company will reimburse the cost of all alterations required to properly fit a Flight Attendant uniform, up to an annual maximum of \$150.
3. The Company may choose to have uniform items shipped directly to the Flight Attendant's residence at the company expense or stored at a designated location for pickup by Flight Attendant.

D. Uniform Replacement

1. The Company will provide items needing replacement as a result of manufacturing defects evident at the time of delivery or shortly thereafter, inflight accidents, major style change, or when necessary due to normal wear and tear.

- E. The Company will reimburse for launder/dry cleaning of uniforms with a monthly max of \$75 dollars.

## ARTICLE 14 - TRAINING

- A. The Company shall endeavor not to schedule a Flight Attendant for more than nine (9) hours of ground school training per day, including meal break (with a minimum of 30 minutes, paid).
- B. Classroom Training. A Flight Attendant will be paid at 50% of their actual hours of training for each day of classroom training.
- C. Classroom Training on Day Off. For classroom training on a Flight Attendant's day(s) off, the Flight Attendant will be paid at 50% of their hourly rate for each classroom training day, plus an additional two (2) hours of pay. If the previous total including the +2 hours for a classroom training day equals five (5) hours or more, that is what the Flight Attendant will be paid; if the previous total is less than five (5) hours, the Flight Attendant will be paid five (5) hours for such classroom training day. In other words, a Flight Attendant will be paid the greater of the hours worked +2 hours, or five (5) hours for each classroom training day on their day off. A Flight Attendant must be ready and available to be eligible for the +2 hours or the 5 hour minimum above. This pay on a classroom training day on their day off will be paid above the Flight Attendant's bi-weekly guarantee.
- D. The company will communicate the anticipated start time and ending times of training, as well as: location, lodging and transportation for any training.
  - 1. Lodging at the training location if an overnight is required and transportation to and from the training location, if not at the Flight Attendant's base, will be at Company expense.

- E. When a flight attendant is required to complete a computer base recurrent training, or home study program electronically, the company will notify the Flight Attendant of the time allotted for such training, and the Flight Attendant will be paid at 50% of the time allotted by the Company for such training.
- F. If a flight attendant is on any leave of absence, they will not be held accountable to comply or complete any training until their return to work, and appropriate time is given to address training either home based or in the classroom.
- G. For legal rest requirements and maximum duty periods a flight attendant shall be considered on duty during any time he /she is in training. Rest pursuant to the FARs, if required, is to be scheduled after any ground school training before any further duty under the FARs.
- H. If training occurs away from base, a flight attendant shall be paid per diem from report for training to end of training.
- I. Recurrent Training
  - 1. All flight attendants annual recurrent training for the upcoming year must be published prior to the opening of vacation bidding for the upcoming year.
  - 2. A Flight Attendant who fails recurrent training will be removed from pay status until the Flight Attendant has successfully completed recurrent training. Such Flight Attendant will attend the next available recurrent training class (unless the next available class is scheduled for the following day, in which case the Flight Attendant may elect to attend the following available class after that). The

continued employment of a Flight Attendant who fails recurrent training within the same year will be at the discretion of the Company.

- J. Flight Attendants shall be notified via AIMS (or whatever equivalent system the Company has in place) of all training events. In addition, any changes to location or times shall be available through crew scheduling and the training department.
- K. A flight attendant will not be required to complete any training during their awarded PTO unless the Flight Attendant consents, or said Flight Attendant will otherwise lose their currency.
- L. A Flight Attendant unable to attend training during his/her/their scheduled month due to a leave of absence, will coordinate his/her/their training with the Training Department. Training under this paragraph will be paid pursuant to Paragraph B of this Section.

## ARTICLE 15 - HOTELS

- A. The following shall be used when considering Hotel accommodation for flight attendants at layover stations:
1. The Company will provide non-smoking, single occupancy accommodations for all Flight Attendants in safe, clean, quiet hotels. The Company will endeavor to provide a hotel that contains a restaurant open during normal business hours or has one nearby. When possible hotels shall be booked 24 hours prior to flight attendant arrival.
    - a. Should the hotel have no restaurant, or open restaurant, restaurants nearby will be within a 10 minute walk of the hotel if possible.
  2. The Company will endeavor to provide layover hotels with the following items in each room:
    - a. Microwave
    - b. Refrigerator
    - c. Landline telephone
    - d. Iron and ironing boards
  3. The Company is only responsible to pay for room costs, room tax and any associated fees (including internet access).
- B. It is recognized that some accommodations on military or other government trips may not meet the requirements outlined above due to availability or security.
1. In these instances where restaurants are not readily available, the Company will work to ensure the Flight Attendants is provided a meal.



- a. If Flight Attendants are provided meals under the paragraph listed above, full per diem will still be paid.
- C. The items listed in this article are considered a minimum. The Company shall endeavor to provide Flight Attendants comparable hotels to those provided to Pilots
  - 1. Upon request, the Company will meet with the IAM Hotel Committee to review any concerns about the suitability of crew lodging, crew meals or transportation. The Company will consider the Hotel Committee's suggestions and concerns when making Hotel and transportation selections.
- D. Crew Meals
  - 1. A Crew meal will be provided for all flights over three (3) hours.
  - 2. Flights over nine (9) hours will have two or more crew meals provided.
- E. If airline or hotel points/mileage are earned while on a commercial flight or hotel layover, the Flight Attendant may keep those points, if applicable.
- F. If, with written approval of the Company, a Flight Attendant is authorized to use personal transportation on a Company assignment, he/she will be reimbursed at the current IRS rate per mile up to a maximum of the most direct route between the point of departure and the point of destination, for long term parking fees and any toll charges actually incurred.
- G. Deadheading
  - 1. In accordance with Company policy, Flight Attendants will be reimbursed upon submission of receipts, the normal and customary ancillary fees for no more than two checked bags.

2. For Flight Attendants deadheading on a commercial flight of 6 hours or greater, the Company will endeavor to book them in Economy Plus or equivalent if going to training or between line operations.
3. If traveling to a GDO assignment, or from a GDO assignment, the Company will provide a commercial flight for a Flight Attendant to their residence on record with the Company.

#### H. Layovers

1. If a Flight Attendant is scheduled for a layover period of less than fifteen (15) hours (release to report), hotels at or near the airport location shall receive first consideration.
2. A Flight Attendant scheduled to remain on an en-route stop of more than Five (5) hours shall be provided a day room at a hotel near the airport, or a crew lounge, airport lounge, or similar accommodation.

The Company will not be required to provide 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.

#### I. Transportation

1. The Company shall provide suitable and safe transportation for Flight Attendants between the airport and hotel.
2. Transportation information such as Company name(s) and contact information must be listed and disseminated in the same manner as with hotel and airline information.

3. Transportation will be clean, with enough interior seating and space for baggage storage.
4. At stations where transportation is not made available by the Company, if the transportation is more than 30 minutes from arriving once the Flight Attendants are at the transportation pickup location, or if a delayed start of crew rest would cause a delay for the next flight, then Flight Attendants may utilize the Company Uber or Lyft account, or if Uber or Lyft is not available, use their Company credit card or expense reasonable transportation costs.

## **ARTICLE 16 - GRIEVANCE RESOLUTION PROCEDURE AND SYSTEM BOARD OF ADJUSTMENT**

### **A. Structure**

In order to properly administer this Agreement and to dispose of all disputes or grievances which may arise under this Agreement, the following resolution procedures shall be followed.

1. The Company and the Union will each designate a representative(s) at each base where persons covered by this Agreement are employed who is empowered to settle all local grievances.
2. The Union and the Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
3. The General Chair of the union or his designee shall be permitted with proper notification and an escort (if required by the company) to enter departments and facilities of the Company of the purposes of investigating grievances and disputes arising under this Agreement.

### **B. Grievance Review Board**

1. A Grievance Review process will be implemented. This process will be used on an as-needed basis at the request of either party, but at least three (3) times per year unless mutually agreed otherwise. The GRB discuss grievances filed and processed forward during the preceding four months or as agreed by the parties. The Grievance Review Board will consist of a combination of two representatives of the IAM District Office (consisting of a General Chair and designee) and two Company representatives.

2. GRB Procedure

- a. The parties will attempt to resolve grievances in good faith.
- b. When a grievance has been granted, withdrawn or settled, the paperwork will be completed within thirty days from the closure of the Grievance Review Board.

C. Contract Related Grievances

For the presentation and adjustment of contract related grievances (not involving discipline or discharge of employees), the following procedure will apply.

1. The Shop Steward or employee will make every reasonable effort to first discuss the matter with the employee's immediate supervisor and endeavor to arrive at a satisfactory settlement of the matter. If satisfactory settlement is not reached, the Shop Steward may file a grievance which will be handled in accordance with C.2 and C. 3 below.
2. The Shop Steward or employee will make every reasonable effort to first discuss the matter with the employee's immediate supervisor and endeavor to arrive at a satisfactory settlement of the matter. If satisfactory settlement is not reached, the Shop Steward may file a grievance which will be handled in accordance with C.2 and C. 3 below.
3. After exhausting the procedure in C.1. above, the Union may file a grievance in connection with the terms of this Agreement within twenty calendar days of the occurrence, or twenty calendar days of reasonable first knowledge thereof. The grievance shall be filed with the head of the Inflight department or designee. The

parties shall meet within seven calendar days, and every effort shall be made to arrive at a satisfactory resolution with the decision being rendered, in writing within ten calendar days.

4. If not resolved in C.2. above, the General Chair or his designee may appeal the grievance to the Grievance Review Board for consideration within thirty calendar days of the date of decision rendered in C.2. above.

#### D. Disciplinary Grievances

In the case of an action involving discipline, the following procedure shall apply.

1. Other than verbal warnings or coaching, the Company will issue discipline in writing with a copy to the local Union representative within sixty (60) days of the Company's discovery of the alleged incident or issue. This may be extended beyond sixty (60) days (such as a pending complex investigation or pending criminal charges, etc.) with mutual agreement of the Company and General Chair. Not later than seven calendar days after receipt of the above notice, the Flight Attendant may request a hearing and such hearing will be conducted no later than seven calendar days after the employee's request. The employee may be represented at such hearing by the Local Shop Steward or the Grievance Committee. The Company representative at such hearing shall not be the person who issued the discipline. Oral and written evidence may be introduced at such hearings. The employee and the Union may, upon request, examine the employee's personnel file prior to such hearing. Within ten calendar days after

the close of such hearing, the Company shall render its decision in writing and shall furnish the employee and his Union representative a copy thereof.

2. Secondary Hearing

If not satisfactorily settled, the General Chair or designee may appeal for consideration to the appropriate Company officer or designee, for review within thirty calendar days of the date of the decision rendered in E.2. above. A meeting will be held within ten calendar days and a decision rendered by the appropriate Company officer or his designee within 7 calendar days. In the event the issue(s) is not settled satisfactorily, the grievance may be appealed to Arbitration within forty five calendar days. The arbitration will be scheduled no early than thirty calendar days after the appeal is received, and heard within one hundred twenty calendar days from the date of the appeal, unless no date in this time frame is available from an arbitrator selected under paragraph H, below.

E. General Information

1. If any dispute is settled in any of the steps as outlined in this article, the Union shall so advise the Company in writing.
2. The time limits set forth in this Article may be extended by mutual written agreement between the General Chair and the Company.
3. If a grievance is not timely filed, or the Company's decision following a hearing is not appealed, within the time limits prescribed in this Article, the decision of the Company will become final and binding. If the Company fails to hold a hearing or issue a decision within the prescribed time limits, the grievance will be

considered denied and will be automatically advanced to the next step or the System Board.

4. The provisions in this Section related to discipline and disciplinary grievances are not applicable to probationary Flight Attendants.
5. Stewards and the Grievance Committee will be permitted, after reporting to their supervisor, a reasonable and necessary amount of time during work hours to investigate an issue or present grievances. In the event it is necessary to go to another Department, they will report in with the Supervisor of the other department.
6. Necessary hearings called by the Company shall, insofar as possible, be conducted during regular business hours. Whenever possible, all first step hearings will be conducted within the shop steward's scheduled shift.
7. Removal of Discipline
  - a. Except as provided in Paragraph 7.b below, all disciplinary letters (letters of warning, reprimand, or suspension) will be removed from the employee's file after a period of one (1) year from the date of issuance (excluding periods while on Furlough or Leaves of Absence) provided there have been no similar infractions (i.e., job performance, attendance related) during that period. In the event additional infractions occur at any time during said one (1) year, the letters will be retained in the file until such time that there is a one (1) year period with no occurrence of similar infractions (i.e. job performance, attendance related).



- b. All documented discipline/counseling involving claims related to Title VII, ADA, ADEA and similar violations (e.g., sexual harassment, racial or other discrimination or harassment) may be kept in a separate file for a reasonable period of time. Use of such documents shall be limited to reasonably necessary application in such matters.
8. Rejected offers made by the Company of the Union for settlement of employee complaints and grievances will be of no value and will be inadmissible in any grievance or System Board of Adjustment hearing. Settlements of complaints and grievances will not, unless expressly so stated in writing and approved by the District President/Directing General Chair of the District Lodge and the Company, be of any value in the interpretation of this Agreement, nor will they set or be of any value as precedent for the handling of similar matters, and they will be without prejudice to either the position of the Company or the Union on issues raised.
9. Either party may withdraw or settle a grievance at any time, and this shall not set a precedent on the merits of grievances filed in the future on a similar matter.
10. If at any time during an investigation, the Company interviews an employee, and the subject of that interview may lead to discipline (whether expressly stated, or inferred) or discharge of that employee, she/he/they may request the presence of a shop steward during that interview.

F. System Board of Adjustment

1. In compliance with the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment, hereinafter referred to as “the Board,” 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 procedure for settlement disputes.
2. The Board shall be composed of a Company member, a Union member, and a Neutral referee selected by the Company and the Union. Unless the Company and the District Lodge agree upon a combination of cases to be presented, each case presented to the Board shall be treated as a separate case. The Board shall meet and consider each Grievance properly and timely appealed to it at a time and place set by mutual agreement of the parties.
3. The Neutral member of the Board shall preside at meetings and hearings of the Three Person Board. It shall be the responsibility of the Neutral to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that is fair, prompt and orderly hearing to the dispute is afforded. The Board shall meet in the city where the General offices of National Airlines are maintained unless a different place of meeting is agreed upon by the Board and the parties.
4. The Board shall have jurisdiction over disputes between the Union and the Company growing out of grievances or out of interpretation or application of any terms of this Agreement. The jurisdiction of the Board shall not extend to

proposed changes to the Agreement, including in hours of service, compensation or working conditions covered by this agreement or any Amendment hereto.

5. The Board shall consider any dispute properly submitted to it by the General Chair of the Union or his designee, or the by the Company. Disputes introduced by the Union shall have been processed in accordance with the terms provided for in this Article.
6. All disputes involving suspension and discharges referred by the Union to the Board for consideration shall be filed with the head of Inflight s by a Notice of Appeal which must be postmarked within thirty days after final decision in the last step of the grievance procedure set for his this Article. A copy of the submission as defined below will be included in the notice of appeal sent to the Company's head of Inflight. All disputes properly referred by the Company to the Board of Adjustment shall be filed with the President/Directing General Char of the District Lodge by a Notice of Submission which must be postmarked within thirty days after the head of Inflight knew or should have reasonable been expected to know of the cause giving rise to the dispute. Both parties will submit to the Board a statement of the case, which shall include:
  - i. Question or questions at issue.
  - ii. Statement of facts
  - iii. Position of employee or employees and relief requested
  - iv. Position of parties: the Company shall submit the Company's position and the Union shall submit the Union's position.

7. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, in conformance within the Constitution of the Union, and the Company may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both.
8. A majority vote of all members of the Board shall constitute a decision in which shall be final and binding on the parties. The decision of the Board shall be rendered within 60 days of the close of the hearing, or If briefs are filed, within sixty days of receipt of briefs.
9. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded to either the employees or to the Company, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

G. System Board of Adjustment Selection

The Company and the Union shall agree upon the selection of five (5) neutral members to sit with the Board in the consideration and disposition of pending cases In the event that the Company and the Union cannot agree upon a specific neutral to hear a specific case, the referring party shall initiate the selection process by flipping a coin to determine who will first strike a neutral member from the panel and then each of the parties will alternately strike from the five (5) neutrals until one (1) neutral remains. Said neutral shall be scheduled to hear the specific case on a mutually agreeable date with all parties.

#### H. System Board of Adjustment – Miscellaneous

1. No matter shall be considered by the Board which has not been first been fully processed in accordance with the grievance and appeal provisions of this Agreement.
2. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
3. Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board members selected by it.
4. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it.
5. The Company Board member and the Union Board member, acting jointly, shall have the authority to call witnesses and to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expense shall be borne one-half (1/2) by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members.
6. It is understood and agreed that each Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations

with the Company or with the Union may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

7. Either party may withdraw a grievance at any time, and this shall not set a precedent on the merits of grievances filed in the future on a similar matter.
8. All time limits regarding system boards in this Article are calendar days unless otherwise specified and may be extended due to substantiated emergency such as an accident, death, or serious illness, or by mutual agreement in writing.

## ARTICLE 17 - SAFETY AND HEALTH

- A. The company shall provide Flight Attendants with safe equipment, working areas and working conditions.
- B. Within sixty (60) days of this Agreement the Company and the Union shall establish a joint safety and health committee. The company shall consider the recommendations of the safety and health committee on all matters affecting the safety and health of the Flight Attendants. The Union will appoint two (2) members that are Flight Attendants to work together and identify and resolve safety and health issues related to the Flight Attendant's workplace. The committee shall meet when requested by either party, but at least once per quarter if the Union requests. The parties may meet either in person or virtual to discuss matters, review reports of safety concerns, and find solutions to safety and health issues affecting flight attendants.

The Company shall give the Safety Chair, or designee, reasonable access to any Flight Attendant Company owned/leased work locations to inspect conditions related to Flight Attendant safety and health.

- C. The Company shall make reasonable efforts to standardize the location of safety equipment on each series or type of aircraft.
- D. The Company shall make reasonable efforts (considering regulatory, national security or confidentiality restrictions) to notify the Flight Attendant crews on any abnormal work-related hazards to which they may be exposed (such as briefing the flight crew they will be traveling to a dangerous destination, or transporting dangerous chemicals).

- E. The Company response to assault or unlawful interference of a flight crew duty shall be dealt with in accordance with the federal laws and company security protocols.
- F. Prior to boarding, Flight Attendants will be briefed of any known passengers that require non-routine service or attention (e.g. Prisoners, Dignitaries, Evacuees, Stretcher pax, and pax with significant disabilities).
- G. Bomb threat searches of aircraft on the ground will not be conducted by Flight Attendants.
- H. The Company will use reasonable efforts (considering regulatory, national security or confidentiality restrictions) to notify the Union representative, or designee, as soon as possible upon receipt of information from the U.S. State Department or U.S. Department of Defense regarding any hostile theater of operations or political disruption which may present danger to the safety to Flight Attendants at locations into which they are required to fly.
- I. Emergency Response
  - a. In the event of an aircraft accident (as defined by the NTSB) involving a Flight Attendant(s) aboard Company aircraft, the Company will notify the Union representative as soon as reasonably practicable, following Company notification of such event and Company communication with the relevant Company Operations Personnel and government agencies.
  - b. The Company will promptly notify the designated emergency contact of a Flight Attendant who has been injured in an accident (as defined by the NTSB) while on



duty if she/he is unconscious or otherwise not physically able to make such notification.

- c. In the event a Flight Attendant suffers a serious injury while working on board a Company aircraft, and the serious injury prevents the Flight Attendant from performing their required duties, the Company shall pay the bi-weekly guarantee for the affected Flight Attendant(s) for a period of up to 12 months immediately following such injury. Such payment by the Company shall be less any payments from workers' compensation, other insurance payouts (i.e., long term disability, short term disability, etc.), or other benefits to which the Flight Attendant is eligible. The Flight Attendant shall take necessary steps to avail themselves of any available worker's compensation coverage, LTD, STD or other benefits. In addition, the Company shall pay the Flight Attendant's share of health insurance premiums for up to 12 months consistent with the above payments if the Flight Attendant(s) are unable to perform their duties due to such serious injury, with the Flight Attendant's share of the premium being deducted from their pay per normal Company policy. Serious injury is intended to follow the NTSB definition, and means any injury which prevents the Flight Attendant from being able to perform their duties, and: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second- or third-degree burns, or any burns affecting more

than 5 percent of the body surface. Any claimed injury under this provision shall be verified by the Flight Attendant's treating physician. The Company may also have the Flight Attendant evaluated by an independent physician to verify any claimed injury, and for a determination of whether and when the Flight Attendant is able to resume the performance of their duties.

- d. If the Company schedules a meeting with a Flight Attendant as part of a non-disciplinary investigation (as it relates to the Flight Attendant) of an aircraft accident (as defined by the NTSB), the Company shall release the Flight Attendant from the schedule, without any loss of pay, for purposes of the meeting.

J. Drug and Alcohol

- a. Flight Attendants are subject to drug testing under the FARs or other applicable laws or regulations, and by company policy.
- b. Should a Flight Attendant's D/A test result be positive, the second sample shall be tested upon the Flight Attendant's request. In the event the second sample is analyzed because of a positive result on sample number 1, the Flight Attendant shall be held out of service and placed on unpaid administrative leave until the results of the second sample are returned. In the event the second sample is returned and is not positive the unpaid leave will be converted to paid leave.

- K. A Flight Attendant who believes they have a substance abuse condition may seek assistance with the Company's EAP program for evaluation and treatment. Such Flight Attendant may seek a leave of absence under Section 8 - Leaves of Absence for treatment or necessary recovery. However, such Flight Attendant while actively flying is subject to

the Company's drug and alcohol testing program rules. A Flight Attendant seeking assistance under this provision shall not be disciplined, provided such Flight Attendant sought help prior to being notified of testing, completes treatment and fully complies with the company drug testing policy.

## ARTICLE 18 – GENERAL AND MISCELLANEOUS

- A. Employees shall notify the Company in writing of their current address and phone number and notify the Company, through the Company's designated method, of any change to their address within ten (10) days of such change, and of any change to their phone number immediately upon such change.
- B. For security reasons, the Company may issue and require employees to carry or wear Company provided identification cards or badges.
- C. The Company agrees to pay active Flight Attendants on active jury duty the difference between their bi-weekly guarantee and jury pay actually received, during such jury duty.
- D. Company selected free parking will be provided at domiciles.
- E. Files shall be maintained for each Flight Attendant and shall contain records of all customer service, inflight evaluation (including training records), passenger letters, applications, and discipline.
- F. A Flight Attendant shall be given a copy of any written discipline placed in a Flight Attendant file.
- G. A passenger complaint letter shall not be placed in a Flight Attendant personnel file unless:
  - a. The Flight Attendant is clearly identified in the letter, or through an investigative process, and
  - b. The alleged misconduct or disservice was something over which the Flight Attendant had no control, and

- c. The Flight Attendant is given an opportunity to read the letter or report in its entirety and add his or her comments, and
- H. After a period of twelve (12) months of active service, prior discipline will be disregarded in assessing discipline for a matter that is not the same or similar to the prior discipline.
- I. A Flight Attendant may add comments to any observation or evaluation reports placed in their files, and the document with comments shall be retained by the Company.
- J. A Flight attendant's personnel and training files shall be available upon request and appointment during Company business hours for inspection by a Flight Attendant in the presence of a Company representative.
- K. The Company shall not place records of grievances in the personnel files of individual Flight Attendants who have filed grievances.
- L. Orders and Other Communications to Flight Attendants  
  
All orders and other communications to Flight Attendants involving changes at base station such as assignments, promotions, demotions, layoffs, leaves of absence, and disciplinary actions, shall be stated in writing.

## **ARTICLE 19 - INSURANCE**

The Company shall provide group health insurance, vision and dental plans for the Flight Attendants upon the same cost, terms, and conditions as such plans are made available generally to Company employees. The Company will meet and confer with the Union each year to communicate the health, vision and dental plans, including total cost of premiums, the Company's share and the Flight Attendant's share.

## **ARTICLE 20 - RETIREMENT**

- A. The Company will maintain a 401k retirement plan in which Flight Attendants will be eligible to participate.
- B. Flight Attendants will be vested immediately in the 401k plan for their own contribution, and vested in any Company match after one year of active service.

## ARTICLE 21 – UNION SECURITY

- A. The Union shall have the right to post Union notices signed by authorized Union officials on bulletin boards (including electronic) provided by the Company at all Flight Attendant domiciles/bases including any hangars. Such postings shall pertain to union business, and shall not contain anything that is derogatory, offensive, or anti-company.
- B. A Union representative shall be afforded up to two hours to speak with new Flight Attendants during initial new hire training for the purpose of union orientation. Membership applications and authorization for initiation fees, dues and assessment forms will be available. The time shall be a coordinated effort between the Union and the Inflight Training Department.
- C. In the event the Company begins commercially scheduled service, and the Company has more than one domicile, and there are flights from one domicile to the Company's domicile at headquarters, the Company shall provide positive space travel for local Union representatives who are National Airlines employees if the Company requests such employees to come meet with the Company.
- D. The Company shall provide an electronic copy of this Agreement for distribution to all Flight Attendants within thirty (30) days of signing and final agreement on language and formatting.
- E. The Union shall request release from flight duty as far in advance as possible. The Union members shall make reasonable effort to bid for days off for Union business if the business will make the Flight Attendant unavailable for duty, if such absence is known in advance of the bid.



1. For drops requested after the first of the month, the Company shall release Flight Attendant(s), subject to operational needs. The Company shall not refuse Union business trip drops for contract negotiations, arbitrations, accident/incident de- briefing sessions and on-site accident investigations, except in exceptional situations where there are no other Flight Attendants available to take a trip. The Union pays for actual time lost when the Company releases a Flight Attendant for Union business.
  2. Time requested at least thirty (30) days in advance for Union Business will be granted, subject to operational needs.
- F. The Company shall recognize union appointed representatives to the following joint committees; Hotel, Scheduling, Safety, ASAP.
- G. Flight Attendants are entitled to representation by their recognized Union officials if the Flight Attendant requests representation. The District shall advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice.
- H. Dues Check Off
1. All employees subject to this Agreement shall become members of the Union within sixty (60) days after date of employment and shall thereafter maintain such membership in good standing as a condition of employment. The employer will, within fourteen (14) working days after receipt of notice from the Union, give any employee a discharge notice who is not in good standing in the Union as required by this provision.

2. Upon receipt by the Company of a signed authorization to the Union of initiation fees, dues and assessments payable to the Union, the Company will deduct from the employee's initial check each month such initiation fees, dues and assessments, as are uniformly required as a condition for acquiring or retaining membership. This assignment shall be revocable by the employee through written notice after the expiration of one (1) year, such notice to be sent in duplicate by certified or registered mail to the District Secretary-Treasurer of the Union, The Union shall be responsible for monitoring employees who are on such deduction and who have terminated their assignment, and shall notify the Company of such. Such assignment shall specify the amount of the initiation fees, dues and assessments, and shall provide that the amount of such deduction for membership dues or assessments will be subject to change upon receipt by the Company of a written certification by the President/Directing General Chair of the District Lodge that such initiation fees, dues, or assessments, have been duly changed and specifying the amount thereof. If a Flight Attendant's pay is insufficient to cover all lawful deductions, including union dues, Union dues will have last priority of deductions.
  - a. Deductions provided for in the preceding paragraph (1.2) shall be remitted to the Secretary-Treasurer, District Lodge, International Association of Machinists and Aerospace Workers AFL-CIO no later than the end of the month in which the deductions were made. The parties agree that check-off authorization shall be in the form which shall be prepared and furnished by

the Union. The Company will supply the Secretary Treasurer, District Lodge, or his/her/their designee, a monthly list of all employees by location. This list will show employee name, location, statutes and any dues deducted.

3. The Union does hereby agree to indemnify the Company for any and all expenses of defense and judgment liability incurred by the Company by reason of the discharge of an employee at the Union's request pursuant to this action.
4. The Union shall indemnify and hold the Company harmless for any time or wage claims for any employees discharged by the Company for any dues deduction changes pursuant to a written order by an authorized Union representative. The Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, mitigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the carrier for such claims, through attorneys of its own choosing and at its own discretion, but, in any event, if the carrier unilaterally determines that it desires attorneys to be represent it in defense of such actions, it shall do so at its own cost and not at the cost of the Union. It is further agreed that the carrier shall promptly notify the Union of any such action when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances above described.
  - a. In order to provide for orderly and peaceful labor relations, the Company acknowledges that Union representatives:

5. Two (2) Grievance Representatives in each base. In the absence of a Grievance Representative, a Union-appointed alternate may act in his/her/their place.
6. One (1) Grievance Committee Chair.

I. Definitions:

1. Grievance Representative – A Grievance Representative is a Flight Attendant duly selected in accordance with official IAM procedures and vested by the Union with the power to represent and to act on behalf of all flight attendants at a given base.
2. Grievance Committee Chair – A grievance Committee chair is a Flight Attendant duly selected in accordance with official IAM procedures and vested by the Union with the powers to represent and to act on behalf of all IAM members in an area defined by the IAM.
3. General Chair – An IAM employee duly selected in accordance with official IAM procedures and vested by the Union with the powers to represent and to act on the behalf of all IAM members in an area defined by the IAM.

- J. The Company will provide a locking file cabinet if requested by the Union.

## **ARTICLE 22 - SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' notice, request negotiations for modification or amendment of this Agreement with regard to only the invalidated parts or provisions directly or indirectly affected.

**ARTICLE 23 – EFFECTIVE DATE AND DURATION**

Except as otherwise stated, all provisions of this Agreement shall become effective upon signing and shall remain in full force for a period of five (5) years, and shall automatically be renewed under the same terms and conditions for consecutive yearly periods unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto. Either party desiring to amend or modify any provision of this Agreement shall serve notice in writing on the other party at least twelve (12) months before the date of signing plus five (5) years; specifically mentioning any amendments or modifications desired, and no other provisions of this Agreement shall be affected by such notice, except to the extent that other provisions must be revised to conform with the amendments of modifications agreed upon. When any notice of desired amendment or modification of any provisions hereof is served, the parties hereto shall meet within thirty (30) days from receipt of said notice to negotiate concerning such desired amendments or modifications.

IN THE WITNESS WHEREOF, the parties hereto have signed this Collective Bargaining Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Jyri Strandman  
VP of Flight Operations

\_\_\_\_\_  
Jesse Wilson  
General Chair

**ARTICLE 24 – WAGE RULES AND COMPENSATION**

- A. A Flight Attendant shall be paid hourly flight pay for each flight hour in accordance with his or her Longevity as a Flight Attendant at the pay rates in this Article. Such pay rates shall also apply to other hourly compensation for Flight Attendants, such as training and deadheads (which are subject to pay rules in this Agreement such as 50% for training and deadheads).
- B. Longevity. Longevity shall commence on a Flight Attendant's seniority date as provided in Article 7. A Flight Attendant shall advance from the one Longevity step to the next after each succeeding twelve (12) months of active service, as provided in Article 2.
- C. Rate Table

	Date of Ratification	DOR +12 mo	DOR +24 mo	DOR +36 mo	DOR +48 mo
Year 1	\$45.00	\$45.90	\$46.82	\$47.75	\$48.71
Year 2	\$46.00	\$46.92	\$47.86	\$48.82	\$49.79
Year 3	\$47.00	\$47.94	\$48.90	\$49.88	\$50.87
Year 4	\$48.00	\$48.96	\$49.94	\$50.94	\$51.96
Year 5	\$49.00	\$49.98	\$50.98	\$52.00	\$53.04
Year 6	\$50.00	\$51.00	\$52.02	\$53.06	\$54.12
Year 7	\$51.00	\$52.02	\$53.06	\$54.12	\$55.20
Year 8	\$53.00	\$54.06	\$55.14	\$56.24	\$57.37
Year 9	\$56.00	\$57.12	\$58.26	\$59.43	\$60.62

- D. Nothing in this Agreement shall be construed to prevent increases in individual rates over and above the minimum specified. The Company may also increase Flight Attendant pay in this Agreement by up to 25% in amounts determined by the Company. The Company shall provide the Union with at least fourteen (14) days advance notice of any increase and shall meet and confer with the Union upon request during such period.
- E. The Company shall pay a premium of \$7.50 per hour to a Purser on a Flight for the time spent working in such position on that Flight.

F. Paychecks

1. Flight Attendants will be paid biweekly.
2. Pay checks will include a statement of all wages and deductions made for the pay period. Statements will included a breakdown of all hours worked, dates, and rate of pay.
3. When there is a shortage of \$200.00 or more in the Flight Attendant's pay, and such shortage is the result of a Company error, a special check will be issued within 3 business days. Overpayments will be repaid by the Flight Attendant. In the event of a payroll error of over \$500, the Flight Attendant will be notified by the Company and return the funds, or permit the Company to reverse the deposit and re-deposit the correct amount (such as in the case of a keying error).
  - i. Other shortages will be paid on the next paycheck.

G. Per Diem

1. Domestic
  - i. Per Diem will be paid at \$2.29 per hour.



2. International

i. Per Diem will be paid at \$3.13 per hour.

3. The Company may increase Domestic and/or International per diem in its discretion over the term of this Agreement, but will not decrease the per diem.

H. Travel Programs

1. The company will pay for Visas, Vaccinations, and Known Crew Member fees.