COLLECTIVE BARGAINING AGREEMENT

between

COMMUTEAIR LLC

and the
FLIGHT ATTENDANTS
in the service of

COMMUTEAIR LLC

as represented by the

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

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SECTION 1 - RECOGNITION AND SCOPE

A. Recognition

1. In accordance with certification number R-7137 by the National Mediation Board on January 25, 2008, CommuteAir (the Company) recognizes the International Association of Machinists and Aerospace Workers (the Association) as the authorized representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.

2. This collective bargaining agreement and any extant Letters of Agreement between the Company and the Association may be collectively referred to as the "Agreement."

B. Scope

1. This Agreement covers all present and future revenue flying by the Company. The term "revenue flying" includes, but is not limited to, all revenue flying on the Company's aircraft, whether owned or leased, or under the Company's control, including wet leases out, subcontracting that is performed for others, revenue flights and charter flights. The term "revenue flying" shall not include flying performed as a result of a dry lease to another carrier or entity not controlled by the Company.

2. All Flight Attendant duties covered by this Agreement shall be performed by Flight Attendants whose names appear on the CommuteAir Flight Attendants' System Seniority List, in accordance with the terms and conditions of this Agreement.

C. Successorship and Merger Protection

1. This Agreement will be binding upon any successor that purchases and operates the Company as an air carrier, regardless of the nature of the 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 Association 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 described in Section C.1., above, (a "successorship transaction") unless the successor agrees in writing, as an irrevocable condition of the successorship transaction, to assume and be bound by the Agreement and that those Flight Attendants on the CommuteAir 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 the Agreement. Prior to the closing of the successorship transaction, the Company shall provide the Association 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(s) and subject to any confidentiality agreement that the Company or the successor may require.

3. The following additional requirements shall be applicable in the event of a merger, purchase, or acquisition of the Company, regardless of the identity of the surviving carrier or whether the formerly separate operations are to be integrated.

a. Unless and until any operational merger is finally effectuated, the Association shall 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.

b. Unless and until any operational merger is finally effectuated, Company aircraft (including orders and options to purchase or lease aircraft) shall remain separate from the successor carrier unless and until such time as the seniority lists of the respective Flight Attendant groups are integrated. Nothing herein shall diminish the Company's right to sell, lease, return, or otherwise transfer aircraft to an entity other than the merger partner.

c. Nothing herein shall require a successor to operationally merge the Company with any other air carrier.

4. Unless otherwise agreed, the following provisions shall apply in the event of a transaction in which the Company acquires control of another air carrier.

a. The respective Flight Attendant collective bargaining agreements shall be merged into one agreement as the result of negotiations between the Flight Attendants' representatives and the Company. Such negotiations shall be expedited, and the parties may agree to use the services of a mediator, as necessary.

b. In addition, the seniority lists of the respective Flight Attendant groups shall be integrated into a single seniority list. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Associations' merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction group is not represented by the Association, Sections 3 and 13 of the Allegheny- Mohawk Labor Protective Provisions ("LPP") shall apply. The Company shall accept the integrated seniority list, including any terms and conditions, established through the Associations' merger policy or LPP proceedings, as applicable, provided that such new list and terms and conditions shall not require the Company to make any material expenditure in order to implement and/or administer the new list; and

c. The aircraft (including orders and options to purchase aircraft) and the operations of each pre-transaction airline shall remain separated until such time as the Flight Attendant collective bargaining agreements are combined and both parties' seniority lists are integrated in accordance with Sections C.4.a. and C.4.b., above. Nothing herein shall diminish the Company's right to sell, lease, return, or otherwise transfer aircraft to an entity other than the merger partner; and

d. The Association shall 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.

D. Alter Ego

The Company shall not create an alter ego air carrier (such as New York Air).

E. Expedited System Board of Adjustment Procedures

The Company and the Association shall arbitrate any grievance filed by the Association alleging a violation of Section 1 on an expedited basis directly before the CommuteAir Flight Attendant's System

Board of Adjustment sitting with a neutral arbitrator acceptable to both parties. If a mutually acceptable arbitrator cannot be selected within ten (10) days of the filing, an arbitrator shall be selected pursuant to Section 19 of this Agreement. The dispute shall be heard no later than forty-five (45) days after the arbitrator is advised that he has been selected, subject to the availability of the arbitrator, and shall be decided no later than thirty (30) days following submission of briefs or, if the parties elect not to file briefs, the close of the hearing, unless the parties agree otherwise in writing. The provisions of Section 18 that do not specifically conflict with this provision shall apply to proceedings arising pursuant to this paragraph.

F. Management Rights

1. 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 includes 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.

2. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of such right, shall not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner.

G. No Strike and No Lockout

1. The Association and the Flight Attendants represented by the Association shall not engage in, encourage, threaten, or assist in any strike, slowdown, or other restriction or interruption of the Company's work during the term of this Agreement and until the exhaustion of the procedures under the Railway Labor Act. Any such activity, including but not limited to sympathy strikes, or any refusal to cross any picket line to perform the Company's work because of any labor dispute, whether or not initiated or approved by the Association, shall be construed to be a violation of this Agreement. Any Flight Attendant engaging in such activity may be subject to discipline, up to and including termination, in accordance with the procedures of Section 17 of this Agreement.

2. The Company shall not engage in any "lock-out" of any Flight Attendant during the term of this Agreement.

SECTION 2 - DEFINITIONS

A. Active Status - a period of time when a Flight Attendant is employed by the Company as a Flight Attendant and is on pay status.

B. Agreement - the current collective bargaining agreement between the Company and the Association and any extant Letters of Agreement.

C. Bidding - crew members make their bids and chooses their preferences based upon their own best interests. Once all the bids are made and the bid period ends, the program attempts to create the solution by an "optimization" process.

D. Bid schedule - a Flight Attendant's monthly schedule, which may include scheduled pairings, training, and/or reserve duty and days off.

E. Block to block, or block time, or actual block - the period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to rest at the next point of landing or returns to the ramp.

F. Buffers- means limits set by the Company based on historical data meant to balance productivity and operational reliability. Schedules will not be constructed, and trip trades will not be approved, that would cause a Flight attendant to infringe on a predetermined buffer IE: (24) hours off in rolling 7-day period.

G. Calendar days - midnight to midnight local base times.

H. Carry-Out Trip - a trip that begins in one bid period and ends in a subsequent bid period.

I. Company – CommuteAir LLC.

J. Composite line – a line that includes a mix of trips and reserve duty means a line of pairings, flying assignments, reserve assignments and/or pre-assignments constructed by the Company for a Flight Attendant from open time following the close of the Line Improvement Period (LIP) that contains at least one reserve block.

K. Continuous Duty Overnight (CDO) - a stand-up overnight is a single duty period trip that spans the hours of 2400 and 0500.

L. Crossover trip – a trip or pairing which traverses between or through another domicile by of an outstation.

M. Date of hire - the date a Flight Attendant first reports to initial ground school training in connection with her/his most recent period of employment with the Company as a Flight Attendant.

N. Day - Calendar Day. Means a twenty-four (24) hour period commencing at 0001 & ending at 2400 hours local time.

O. Day(s) off or off day(s) - A Day in domicile free from all duty, assignment, or any other obligation to the Company, except as otherwise specified in this Agreement.

P. Deadhead - the travel, not local in nature, by air or surface vehicle of a Flight Attendant from one point to another pursuant to Company orders. Time spent commuting is not deadhead time.

Q. Default Bid- This is a standing bid in PBS that will be used if no bid is placed monthly.

R. Discipline - a written warning, suspension, or discharge.

S. Displacement- Means a reduction or elimination of a Flight Attendants' status at a domicile.

T. Domicile - an airport designated by the Company where a Flight Attendant is based and from which a Flight Attendant's trips will originate and terminate. A Flight Attendant shall be assigned to one (1) domicile.

U. Duty, or duty period, or duty hours, or duty time, or on-duty - the elapsed time between report time and release time.

V. Extension, or operational extension, or extend, or extended - duty involuntarily added to a Flight Attendant's trip after publication of the Flight Attendant's final schedule, in accordance with the provisions of Section 5.K.

W. Final schedule - the line awarded or assigned to a Flight Attendant following completion of the bidding process.

X. Flight attendant instructor (ATS) - a person designated by the Company who is qualified to conduct training for the Company.

Y. Flight, or leg, or segment - the movement of an aircraft for the purpose of flight from a given block departure to its next block arrival.

Z. Furlough - the period of time during which a Flight Attendant is not in active service with the Company as a Flight Attendant due to a reduction in force.

AA. Inactive status - a period of time when a Flight Attendant is employed by the Company but not in a pay status.

BB. IROP (Irregular Operations)-means any unexpected disruption to flight operations, outside the Company's control (e.g., severe weather, technology platform failure, ATC flow control, ground stops, deicing, etc.) having a cascading negative impact on operations (cancellations and/or delays) across the system or at a particular hub or hubs.

CC. Known flying - revenue flying where the following confirmed information is known by the Company: aircraft type, city pair, departure time, arrival time, and the date(s) of operation.

DD. Layover - the period of time beginning when a Flight Attendant is released from duty for the purpose of rest at a location away from her/his domicile until she/he reports for duty or otherwise leaves the layover location.

EE. Line – a regular, composite or reserve line, pre-assignments, as constructed in accordance with Section 5.

FF. Longevity - a length of time beginning on a Flight Attendant's date of hire, and which accrues only during periods of active service or during certain periods when the Flight Attendant is on inactive service, as provided in this Agreement.

GG. Longevity date - a date used to calculate longevity, which will be a Flight Attendant's date of hire, adjusted in accordance with this Agreement.

HH. Month - the period starting from the first day of, to and including the last day of each calendar month of the year, except that for Flight Attendant scheduling and pay purposes, January, February, and March will each be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February. Leap year results in February being a 31-day month.

II. Minimum Monthly Guarantee (MMG) - the minimum credit hours paid in a contractual month pay period to a Flight Attendant as set forth in, and adjusted in accordance with, this Agreement.

JJ. Open time - trips and flight segments remaining after the close of bidding, including those segments that were unable to be incorporated into trips during the trip construction process and trips and flight segments that became available during the bid period as a result of, e.g., leaves of absence, resignations, terminations, etc.

KK. Operational Extension - or "Extension" or "extend" or "extended" means duty involuntarily added to a Flight Attendants' trip outside the original footprint and after the publication of the Flight Attendant's final schedule.

LL. PBS- Preferential Bidding System (N-PBS) that builds individualized crew schedules based on each crewmember's preferences, including both likes and dislikes for flying, specific pairings, and days off.

MM. Reassign, or reassigned, or reassignment - removing a Flight Attendant from her/his trip, or a portion thereof, and/or adding flying to a Flight Attendant's schedule within her/his duty period in accordance with Section 5.K. of this Agreement, except that a Flight Attendant will not be considered to be reassigned if she/he is removed from her/his trip, or portion thereof, due to illness, injury or emergency, leave of absence, suspension or termination, or failure to report for or continue an assigned trip.

NN. Registered Commuter- Any Flight Attendant who demonstrates an effort to get to their assigned domicile to report to work & fills out the registered commuter form will be considered a registered commuter. For commuter hotels eligibility the FA must live one hundred (100) google miles away from the domicile and have that address on record in the Company's HRIS system.

OO. Release or release time - the time that a Flight Attendant is relieved of duty for a legal rest break. During flight assignments, this time will be ten (10) minutes following the block arrival of the last flight in a duty period.

PP. Report time - the time a Flight Attendant is scheduled to report for duty or the time she/he actually reports, whichever is later.

QQ. Reserve call out period - the time period during which a reserve Flight Attendant is required to respond to the Company's communications and to report for assignment as specified in Section 5.M. of this Agreement.

RR. Reserve Flight Attendant - a Flight Attendant awarded or assigned to a reserve call-out period.

SS. Rest period - a duty-free period, beginning when a Flight Attendant is released and ending when the Flight Attendant reports for duty, in accordance with the FARs.

TT. Scheduled block time - the scheduled time contained in a pairing that delineates block out and block in

times of flight segments.

UU. Seniority - a length of time beginning on a Flight Attendant's date of hire that is established, accrued, and retained in accordance with this Agreement.

VV. Seniority list - the Flight Attendant system seniority list established pursuant to Section 15 of this Agreement.

WW. Standing bid - the method by which a Flight Attendant expresses a preference for vacancies and/or displacements.

XX. Training- Means any instruction, course of instruction or testing, weather it is required by the FAA or by the Company pursuant to its FAA approved training program.

YY. Trip or trip hour period or trip hours - all of the elapsed time, on or off-duty, between the start of a duty period originating at a Flight Attendant's domicile and the completion of the last duty period that terminates at a Flight Attendant's domicile.

ZZ. Trip pairing - a series of one or more flight segments that begins and ends at the same domicile (a flight between two city pairs). A trip pairing may include deadhead. Trip pairing, trip, and pairing are all synonymous.

AAA. Unstacking- Ensures work coverage and takes precedence over any bid preferences. The PBS Scheduler makes multiple passes through the schedule, to ensure that all rules are met and all pairing stacks fall within the limits set by the company. Unstacking occurs on each pass, but the PBS Scheduler adjusts its settings for each pass as it brings the stacks within acceptable limits.

BBB. Vacancy- means a position available, at the Company's discretion, because the number of Flight Attendants required for such position exceed the number of Flight Attendants already in that domicile and category.

CCC. Voluntary furlough - voluntary furlough means a Flight Attendant who accepts a furlough when he/she has sufficient seniority to hold a position in the system in accordance with Section 12.A. of this Agreement.

SECTION 3 - GENERAL

A. Nondiscrimination

1. The Company and the Association will comply with all applicable Federal, State, and local antidiscrimination laws.

B. Records

1. A Flight Attendant shall provide the Company with a current address, telephone number and emergency contact telephone number. If there is any change to this information, the Flight Attendant shall provide the Company with the updated information as soon as possible.

2. If the Company requires a Flight Attendant to complete a form, a copy of the form will be made available to the Flight Attendant upon request. This does not apply to routine events such as submission of bid information or other electronic communications.

C. Masculine or feminine pronouns used in this agreement shall be considered to designate any employee, whether male or female, unless the context clearly requires otherwise.

D. Passports

1. An active Flight Attendant will be reimbursed at standard U.S. passport rates for expedited passport renewal provided she/he has reached two years of seniority at the Company. Passport renewals will be limited to expiration only and will not cover renewals for additional pages or lost/stolen passports.

E. Inoculations

1. Inoculations required by an appropriate United States governmental agency for any destination to which a Flight Attendant is required to go by the Company shall be made available to the Flight Attendant 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 in accordance with Company direction.

F. Savings Clause

1. Should any part of this Agreement be 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 applicable mandatory legislation or court decision. In addition, should any part of this Agreement that 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.

G. System Seniority Updates

1. The Company shall provide the Association with a list of all new hire Flight Attendants and the bases to which they have been assigned.

2. The Company will notify the Association General Chairperson, or her/his designee of all Flight Attendants who have been removed from the seniority list and the reason for their removal, e.g., discharge, resignation, transfer to another department. once a month at the request of the Association. The Company will also provide the IAM President-Directing General Chairperson and/or her/his designee(s) an updated Flight Attendant database including names as well as a company email address. This information will be transmitted electronically or using another agreed upon method.

H. New Equipment

1. In the event the Company was to acquire or utilize a new type of aircraft of more than fifty (50) seats or requiring 2 or more Flight Attendants, the Company will staff Flight Attendants in accordance with Section 1 of this Agreement. The Company will meet with the Association no later than ninety (90) days prior to placing the new aircraft into revenue service to discuss the implementation and training for the new equipment as it pertains to Flight Attendants, and whether any changes to the Agreement are necessary.

2. The Company and the Association recognize a desire and need to handle the process in paragraph H.1., above, within the time limits set forth in this paragraph. It is further recognized that the Company and the Association may agree to reasonable time limit extensions.

3. Nothing set forth in this paragraph H. shall prevent the Company from introducing new equipment into revenue service before any or all of the items discussed are resolved.

I. Insurance Indemnification

1. The Company shall indemnify, defend and hold harmless each Flight Attendant in the employ of the Company, and the personal estate of such Flight Attendant, from and against any and all liabilities, losses, damages, claims, suits, judgments and all expenses (including reasonable attorneys' fees) arising therefrom or related thereto for personal injury or death, or damage to property of any person whosoever, resulting from or arising out of any act or omission of such Flight Attendant occurring during the performance of any required or requested duties in the service of the Company, provided that the Flight Attendant is acting within the course and scope of such duties. This provision shall not apply to acts or omissions that are the result of willful misconduct or gross negligence.

2. It is expressly understood that such indemnification of any Flight Attendant is limited by all terms and limitations of the Company's policy with its insurers.

J. Telephones

1. The Company will provide a toll-free number(s) for domestic and international calls to Crew Scheduling.

K. Special Transportation

1. If a Flight Attendant dies while away from her/his domicile while on Company business, the Company will return the remains to the Flight Attendant's domicile or alternate on-line city.

L. Orders in Writing

1. All orders to Flight Attendants involving a reduction in force, filling of vacancies, change in bases,

furloughs, and leaves of absence will be in writing. They will be placed in the Flight Attendant's mailbox and/or mailed electronically or to her/his residence.

M. Association Locking File Cabinet

1. The Association may place a locking File Cabinet in each domicile in a location reasonably accessible to Flight Attendants. The Association must obtain the Company's approval of the size, form, and appearance of the File Cabinet. The Company will not be responsible for securing or maintaining the File Cabinet in any way.

N. Crew Room

1. The Company shall provide crew room facilities at each domicile. The Company will furnish lounges with reclining chairs and/or couches at all locations where Flight Attendants are based. The parties recognize that such facilities may not be available immediately when a new domicile is opened. The Company will also provide crew rest facilities in each domicile including reclining seats.

O. Bulletin Boards

1. The Company will provide space in the crew lounge(s) for the placement (at Association expense) of a glass-enclosed, lockable bulletin board (maximum dimensions 3' x 5') acceptable to the Company at each Flight Attendant domicile. The Company will be given a key to the bulletin board.

2. Such board shall be used for posting items related to Association business. No item posted on such board shall contain derogatory or inflammatory material with respect to the Company, its employees, or agents. Management retains the right to remove any item that it deems objectionable at any time.

P. Personnel Files

1. Personnel and training files shall be maintained for each Flight Attendant.

2. A Flight Attendant shall be provided with a contemporaneous copy of anything of a derogatory or disciplinary nature that is placed in her/his personnel and/or training file(s).

3. Upon reasonable request, a Flight Attendant's personnel and training files shall be made available for inspection and copying during normal working hours. The company will allow file review to be done virtually upon request.

Q. Copy of this Agreement

1. The Company will distribute a copy of this Agreement to each Flight Attendant within 30 days of the signing of the Agreement via posting on the Company's intranet. The Association will distribute to each new- hire Flight Attendant a PDF copy of this Agreement during new hire training. The Company will print the Agreement at the request of the Flight Attendant and the Association, and the Company shall each bear one half the costs of printing the Agreement.

R. Parking

1. The Company shall provide parking at or adjacent to a Flight Attendant's domicile for the Flight Attendant's personal vehicle. A Flight Attendant may elect to decline parking for her vehicle at her

domicile and elect to have the Company provide parking at another alternate location. The amount the Company will be liable for at a Flight Attendant's alternate location shall not exceed the amount the Company pays at her domicile and must be an actual expense paid by the Flight Attendant.

S. Passes

1. Flight attendants and their immediate family shall be granted the same pass privileges as other non- management Company employees and their families.

T. Union Activities

1. The Company will allow a representative of the Association a minimum of two hours to address new hire Flight Attendants during initial training for the purposes of explaining Union dues and security and completing an electronic dues check off form. The representative of the Association will not engage in conversation or distribute materials that contain derogatory or inflammatory material with respect to the Company, its employees, or agents. The Company retains the right to limit any discussions containing subjects that it deems objectionable and/or to limit the distribution of any materials that it deems objectionable.

2. If a representative of the Association is unavailable to address a new hire class, upon request, the Company shall distribute informational materials provided by the Association regarding Union Dues and Security to the new hire class as long as such materials do not contain derogatory or inflammatory material with respect to the Company, its employees or agents. The Company retains the right to refuse to distribute any materials that it deems objectionable.

3. The Company will recognize the Association's Hotel, EAP, Grievance, Negotiating, Scheduling, Safety/Security, and Accident Investigation Committees. The Association shall provide the names of all members of those committees, including any change to such membership.

4. The Director of Inflight shall notify the IAM General Chairperson of any focus group that includes Flight Attendants. Such notification will contain the topic of the focus group.

U. Jumpseat

1. Detailed jumpseat priorities, policies, and procedures will be outlined via the Company intranet. The Company will notify the Association when setting or changing priorities or procedures. Notification will occur prior to the effective date of changes to priorities or procedures.

2. The Company will make available a list of all reciprocal jumpseat agreements to the Flight Attendants.

3. A Flight Attendant will not be required to but may, on a volunteer basis, utilize a jumpseat for the purpose of deadheading/positioning.

V. Entire Agreement Clause

1. This Agreement shall supersede and take precedence over all prior agreements between the Company and the Association.

SECTION 4 - COMPENSATION

A. Hourly Compensation

1. A Flight Attendant shall receive the following hourly rates, based on longevity, as follows:

YOS	New	DOS+1	DOS+2	DOS+3
0-90 Days	$ 22.06	$ 22.39	$ 22.73	$ 23.18
91 Days-1 yr.	$ 25.00	$ 25.38	$ 25.76	$ 26.27
2	$ 25.76	$ 26.15	$ 26.54	$ 27.07
3	$ 27.01	$ 27.41	$ 27.83	$ 28.38
4	$ 28.58	$ 29.01	$ 29.45	$ 30.04
5	$ 29.83	$ 30.28	$ 30.73	$ 31.35
6	$ 31.41	$ 31.88	$ 32.36	$ 33.00
7	$ 32.67	$ 33.16	$ 33.66	$ 34.33
8	$ 34.23	$ 34.74	$ 35.27	$ 35.97
9	$ 35.49	$ 36.02	$ 36.57	$ 37.30
10	$ 36.93	$ 37.49	$ 38.05	$ 38.81
11	$ 38.20	$ 38.77	$ 39.35	$ 40.14
12	$ 39.77	$ 40.37	$ 40.97	$ 41.79
13	$ 41.67	$ 42.29	$ 42.93	$ 43.79
14	$ 43.55	$ 44.21	$ 44.87	$ 45.77
15	$ 45.45	$ 46.13	$ 46.83	$ 47.76

B. Longevity for Pay Purposes

1. A Flight Attendant's longevity for pay purposes shall be determined in accordance with this Agreement.

C. Calculation of Flight Time

1. Flight time shall be calculated by flight segment on the basis of the scheduled or actual block time, whichever is greater, unless there is no scheduled time, in which case the flight time shall be the actual block time. Deviation and return-to-field segments shall be paid actual block time. Should another unionized regional carrier receive boarding pay the company will meet with the Association and discuss the possibility of implementing boarding pay for the Flight Attendants.

D. Minimum Guarantees and Pay Credits

1. Minimum Monthly Guarantee (MMG)

a. A Flight Attendant shall be guaranteed a minimum of seventy-five (75) hours at her/his applicable hourly rate per bid period, provided that the Flight Attendant is on active status for the entire bid period and available for assignment.

b. If a Flight Attendant is on inactive status (e.g., unpaid leave of absence, on furlough, absent from scheduled duty without pay, unpaid suspension, absent due to illness or injury when she does not have adequate sick leave to cover the absence, etc.) or unavailable for assignment for any portion of the bid period, the Flight Attendant's MMG shall be reduced by the greater of:

1. the number of full or partial days the Flight Attendant is unavailable times two and one–half (2.5) hours, or

2. the scheduled hours lost due to unavailability multiplied by seventy-five (75) divided by the number of block hours on the Flight Attendant's final schedule.

c. For purposes of prorating the guarantee, a Flight Attendant who is in training, on compensated sick leave, on a compensated leave of absence on a scheduled day off, on reimbursed Union leave or on vacation is not considered unavailable.

Example 1:

A Flight Attendant is awarded a line with 80:00 total block hours. After the awards are made the Flight Attendant is granted an unpaid leave of seven days, removing 20:00 of block time from her/his schedule. The Flight Attendant's MMG shall be reduced by the greater of:

1. seven days times 2.5 hours per day of unavailability (7 x 2.5 = 17.5 hours), or

2. 20:00 hours times 75, divided by 80:00 hours (20:00 x 75 = 1500/80:00 = 18.75 hours).

The Flight Attendant's new MMG is 75 – 18.75 =56.25.

Example 2:

A flight attendant is awarded a line with 60:00 total block hours. After the awards are made

the flight attendant is granted an unpaid leave of seven days, removing 10:00 total block hours. After the awards are made the Flight Attendant is granted an unpaid leave of seven days, removing 10:00 of block time from her/his schedule. The Flight Attendant's MMG shall be reduced by the greater of:

1. seven days times 2.5 hours per day of unavailability (7 x 2.5 = 17.5 hours), or

2. 10:00 hours times 75, divided by 60:00 hours (10:00 x 75 = 750 / 60:00 = 12.5 hours).

The Flight Attendant's new MMG is 75 – 17.5 =57.5.

d. In addition to any monthly guarantee adjustment made in accordance with Section D.1.b., above, if a Flight Attendant participates in any voluntary schedule change(s) (e.g. trip drop, awarded open time, or failure to report) during a month that results in an aggregate loss of scheduled time, the Flight Attendant's MMG will be reduced by the net loss multiplied by seventy-five (75) divided by the number of block hours on the Flight Attendant's final schedule. Flight attendants who engage in a mutual trip trade shall have their MMG adjusted in accordance with Section 4.D.1. of this Agreement.

Example 1:

A Flight Attendant is awarded a line with 65:00 total block hours. Her/his MMG is 75 hours. The Flight Attendant drops 15:00 of block time into open time. Her/his MMG is reduced by 15:00 hours times 75, divided by 65:00 hours (15:00 x 75 = 1125 / 65 = 17.31 hours). Her/his new MMG is 75 – 17.31 = 57.69 hours.

Example 2:

Flight attendant A trades trips with Flight Attendant B. The trade results in a net increase of 5:00 block hours for Flight Attendant A. Flight attendant A's new MMG is 75 + 5:00 = 80 hours, and Flight Attendant B's new MMG is 75 – 5:00 = 70 hours. This example assumes no other adjustments have been made to each Flight Attendant's MMG.

e. A Flight Attendant shall be paid the greater of the credited time accumulated during the bid period or the MMG as adjusted in accordance with the Agreement.

2. Minimum Duty Period Guarantee

a. A Flight Attendant shall be guaranteed a minimum of three and three quarters (3.75) hours of pay and credit per duty period if the Flight Attendant actually reports for duty. A Flight Attendant's pay and credit for a given duty period shall be the greatest of:

i. Three and three quarters (3.75) hours (if the Flight Attendant actually reports); or

ii. Scheduled or actual block time of flights completed during the duty period, whichever is greater; or

iii. The value of a specific event as contained elsewhere in this Agreement.

iv. A Flight Attendant shall be guaranteed a minimum of four and one half (4.5) hours of pay and credit and scheduled credit per split duty CDO if the Flight Attendant actually reports for duty.

b. Minimum pay for a duty period that is rescheduled shall be the greatest of the following:

i. Scheduled or actual block time for the rescheduled duty period; or

ii. Scheduled block time for the originally scheduled duty period; or

iii. The minimum duty period guarantee (if the Flight Attendant actually reports) of three and three-quarters (3.75) hours.

c. The value of a day of reserve shall be the greater of four (4) hours pay and credit or the scheduled or actual block hours of all flight segments completed during the reserve period. However, a reserve Flight Attendant assigned to a standup overnight shall be compensated pursuant to Section D.2.a., above, and not 4 hours x two days.

E. Cancellations

1. A Flight Attendant who has a flight segment(s) removed from her/his schedule due to a cancellation shall be required to be available for reassignment and shall be paid and credited for any cancelled flight segment(s), including deadhead, removed from her/his schedule.

2. The removal of a flight segment(s) from a Flight Attendant's schedule and the subsequent delay in the Flight Attendant's report time on the first day of her/his trip shall not reduce the Flight Attendant's Minimum Duty Period Guarantee for the affected duty period provided the Flight Attendant actually reports for duty on that day.

3. If a Flight Attendant who has a flight segment(s) removed from her/his schedule due to a cancellation is reassigned to another flight segments(s) in lieu of the cancelled flight segment(s) she/he shall be paid and credited the greatest of the scheduled value of the cancelled flight segment(s) or the credit accrued for work performed during the reassignment.

4. The removal of a flight segment(s) from a Flight Attendant's schedule due to a cancellation shall not reduce the Flight Attendant's minimum monthly guarantee.

F. Deadhead Pay

1. A Flight Attendant shall receive full pay and credit for all deadhead flights.

G. Additional Pay

1. A Flight Attendant who reports for flight duty on a day off shall be paid the greatest of three and three quarters (3.75) hours or the scheduled block times of all completed flight segments over and above MMG. The Company may offer additional incentives on a case-by-case basis for picking up open time.

2. Operational Extensions

Operational extensions shall be paid in accordance with Section 5.K.3.c.

3. Added Segments

A Flight Attendant that is a line holder, who has a flight segment(s) added during her/his duty day will be paid and credited for the scheduled block time of all such additional completed flight segments above

MMG.

4. Stand Up Overnights Continuous Duty Overnight (CDO)

    a. When picked up from open time CDO's are paid two times the value of the credit value of the CDO.

    b. When CDO is converted to normal overnight (10 hours min rest) it will be paid as two duty periods.

H. Compensation for Training

1. A Flight Attendant, not in initial training, shall be paid and credited the actual time spent, up to three and three quarters (3.75) hours, at her/his hourly rate for each day of in class required training. If any single day of in class training exceeds twelve (12) hours, inclusive of break periods, the Flight Attendant will be paid and credited at 150% her/his hourly rate for all time until training is released in addition to her/his regular training pay (not including initial training).

2. Initial training for newly hired Flight Attendants shall be paid and credited three (3) hours at her/his hourly rate for each day of Ground training.

3. Each Flight Attendant completing a distance learning event will be paid in the payroll that the due date falls in and credited at her/his hourly rate 50% of the assigned value of the distance learning event.

I. Vacation Pay

1. A Flight Attendant shall be paid for vacation at the rate of twenty-two and three quarters hours per week, and three and a quarter (3.25) hours for Floating Vacation Day (FVD).

J. Bereavement Pay

1. A Flight Attendant's minimum monthly guarantee shall not be reduced as a result of bereavement leave of up to three (3) days.

K. Trip Trades

1. A Flight Attendant who participates in a trip trade shall be paid and credited for the trip she/he flies and may result in reduction to MMG.

L. Month-to-Month Hourly Credits

1. When a trip commences in one bid period and ends in the following bid period, all the hours flown in the first bid period shall be credited to the first bid period. The remainder of the hours flown, and any additional credited hours shall be credited in the next bid period.

M. Payroll Administration

1. Pay dates shall be the 1st and 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 MMG at the applicable rate of pay and the per diem earned during the first half of the previous bid period. Checks issued on the 16th of each month shall include the remaining 50% of MMG at the applicable rate of pay and any additional pay and per diem earned through the end of the previous bid period.

3. Upon request, a Flight Attendant shall be paid by direct deposit into an account for that Flight Attendant with the financial institution of her/his choice, so long as the institution provides the service at no charge to the Company.

4. If a Flight Attendant's rate of pay changes during a bid period, her/his pay for the bid period shall be based on the number of days at each rate.

N. Pay Discrepancies

1. When a Flight Attendant's pay is short by more than fifty ($50) dollars as a result of an error that does not require interpretation of the contract, the Flight Attendant may request to be paid within two (2) business days from the point when it has been confirmed that an error occurred and forwarded to the Flight Attendant by overnight mail. If the Flight Attendant does not make such request, the shortage amount will be paid on the next off cycle paycheck via the Flight Attendant's normal method of pay. Errors in the computation of pay involving a shortage of less than fifty ($50) dollars shall be paid in the check following confirmation. Confirmation shall be made within ten (10) business days of when the error is brought to the Company's attention.

O. Ground and IOE Training

1. An instructor Flight Attendant who performs a full month of training assignments is entitled to the monthly guarantees set forth in Section 4.

2. An instructor Flight Attendant who performs ground or IOE training shall be paid and credited five (5) hours for each day of such training at her regular rate of pay plus a $15 per hour override while training is being conducted.

P. Drug and Alcohol Testing Pay

1. A Flight Attendant shall receive, in addition to all other compensation, $20 for each instance she/he is required to submit to random drug/alcohol testing.

Q. Holiday Pay

1. A Flight Attendant who works on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day shall be paid at one hundred and fifty (150%) percent for all hours credited during those days.

R. Mandatory Meeting Pay

1. Mandatory in-person meetings required by the Company that occur during a normally scheduled day off or when on a non-paid leave will be credited at a minimum of one (1) hour paid at her/his hourly rate toward Minimum Monthly Guarantee. If a meeting lasts in excess of one (1) hour it will be credited at the actual time the meeting took place. This provision will not apply if a Flight Attendant is already being paid for such time (i.e., reserve duty, paid administrative leave).

SECTION 5 - SCHEDULING

A. Union Scheduling Committee

1. Union and Company representatives shall meet periodically, including a quarterly virtual meeting, at the request of the Union Scheduling Committee (USC) Chairman or the Director of Inflight at mutually convenient times to discuss scheduling issues.

2. One representative of the USC shall, upon request, be allowed to participate in the pairing and trip construction process(es). Such participation shall not obstruct or delay those processes, and the Company will determine the method of line construction and shall retain final authority in the construction of the pairings and trips, consistent with this Agreement. The Company shall consider feedback provided by the USC during the pairing and trip construction process.

3. The Company shall provide the USC Chairman a copy of the bid packet before its publication, and the parties shall confer, upon request of either party, regarding questions or issues related to the bid packet. This shall not obstruct or delay distribution of the bid packet.

4. The Company shall permit up to three (3) USC members to receive vendor- provided training associated with the software used in the trip construction process. The Company shall permit up to one (1) replacement USC member per calendar year to receive vendor-provided training. The Company shall not be responsible for paying any costs of, or associated with, such vendor-provided training.

5. Nothing herein is intended to ensure that USC members shall be entitled to leave in connection with these activities. All requests for leave under this Section shall be the responsibility of the Association and shall be governed by the provisions of Section 13.G. of this Agreement.

B. Trip Construction

1. In constructing trips, the Company may utilize buffers to minimize risk of potential FAR or contractual violations in daily operations. Such buffers shall be based on historical operating experience. The USC Chair shall be provided a list of any buffers utilized in trip construction upon request.

2. A Flight Attendant shall not be scheduled for more than six (6) legs in a duty period, including deadheads.

3. The Company shall construct trips of one (1) to five (5) calendar days of duty and shall attempt to include a mix of trips suitable to each domicile. No more than twenty-five (25%) of the events, system-wide, may be included in the construction of five (5) day trips. For the purpose of this paragraph, a single duty CDO trip shall count as two (2) events, and reserve events shall not be included in the calculation of total system-wide events. All known, scheduled, revenue flying for the following month will be constructed into trips, to the extent practicable.

4. If the Company chooses to construct Continuous Duty Overnight (CDO) pairings, the following limitations shall apply:

    a. All calendar days affected by a CDO shall be considered workdays.

    b. No leg shall be flown following the completion of the scheduled return leg on the second day of the CDO. This provision does not apply to deadheads.

c. A Flight Attendant shall not be awarded or assigned more than four (4) consecutive CDOs on consecutive days.

5. Crossover Trips

a. A crossover trip shall be listed in the bid packet and include the projected number of days and projected time scheduled to cross over into the next bid.

b. The finalized crossover portion of a trip that was awarded in the previous bid period shall be pre-assigned to the Flight Attendant for the subsequent bid period.

c. The Company may remove any portion of or the entire portion of a crossover trip that is scheduled to occur in the next bid period prior to making pre-assignments for the next bid period. The projected number of days and projected time of the portion of a crossover trip that is scheduled to occur in the next bid period are not pay protected.

6. Pre-assignments

a. For the purposes of bidding the following preassigned credit values shall apply, actual pay shall be in compliance with Section 4.

a. Training - 3.75 hours

b. Vacation - 3.25 hours

c. Union - 4.75 hours

C. Bid Periods

1. There shall be twelve (12) bid periods per calendar year.

2. Bid periods for scheduling, bidding, and pay shall be 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	June 1 – 30
July	31 days	July 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 shall make February a 31-day bid period.

D. Bidding Process

1. PBS Vendor and Software

   a. The Preferential Bidding System (PBS) shall be programmed to award preferences in seniority order and comply with all provisions of this Agreement.

   b. No changes to the PBS programming awarding logic, including bidding preferences, will be made without prior notification and discussion between the Company and the Association.

   c. The Company shall not change the PBS vendors without notifying the Association.

   d. The company may offer composite lines consisting of trips and reserve blocks in the monthly bids.

2. Monthly Bid Sequence

   a. Bid Packets

      i. Bid packets shall be made available through the PBS portal, which may be accessed directly or via a link on the Company intranet. The bid packet will be in a printable format containing all information required for a Flight Attendant to bid her/his monthly schedule. Bid packets will be made available electronically concurrently with the opening of the monthly bid.

      ii. Bid packets shall include a list of all trips.

   b. Bidding shall normally begin on the 6th day at 1200 ET of the preceding bid period and end on the 15th day of the preceding bid period 12:00 ET.

   c. PBS line awards will be posted by the 19th of the preceding bid period by 1700 ET.

   d. The line improvement period (LIP) will open upon posting of the line awards and close at 1700 ET on the 21st day of the preceding bid period.

   e. Final Schedules shall be published no later than the 23rd day of the preceding bid period by 23:59ET.

3. Bidding Rules

   a. A Flight Attendant who is expected to be available for active duty for any part of the bid period shall be eligible to bid. Bids must be appropriate for the Flight Attendant's availability. A Flight Attendant who is expected to be available for only part of the bid period shall have her/his bid range prorated accordingly. There shall be no change to the current pro-rated credit values for the duration of this agreement, unless mutually agreed upon by the Association and the Company.

   b. A Flight Attendant's bid may be constructed entirely of trips, entirely of reserve periods, or a composite line including both trips and reserve periods.

c. The USC shall run the line award solutions simultaneously with the Company. The USC may provide alternate line award solutions to improve quality of life factors. These solutions will be mutually agreed upon, if agreement cannot be reached the solution will be determined by the VP of Inflight or his designee.

d. The hourly bid range shall be a movable window of no less than ten (10) hours. The minimum possible value for the hourly bid range shall be seventy-five (75) of schedule credit and the maximum possible value for the hourly bid range shall be one-hundred (100) hours of schedule credit. A Flight Attendant can fly as much as legally allowable per FAR rules. The relative position of such window shall be determined by the Company, though may be modified by consensus of the USC, if shifting the hourly bid range improves the overall quality of the line award solution.

e. At the completion of line construction, no less than one (1) percent and no more than three (3) percent per base of total block hours will remain unassigned. The limitations on unassigned block hours may be modified by consensus of the USC if doing so improves the overall quality of the line award solution.

f. A Flight Attendant may preference and, if her/his seniority allows, shall be awarded a line in excess of the maximum schedule credit value provided that the awarded line does not violate FARs or Company buffers.

g. Lines constructed in PBS shall be constructed so as to minimize single days off and single days of duty.

h. The parties recognize that it is sometimes necessary to make changes to the Company's flight schedule due to changes made by the Company's code share partner(s). Nothing in this Section shall prohibit the Company from making changes to the Company's flight schedule due to changes made by the Company's code share partner(s). When modification of the Company's flight schedule is required, the Company shall consult with the USC Chairman before making the necessary modifications.

i. In programming PBS, the Company may utilize buffers to minimize risk of potential FAR or contractual violations. Such buffers shall be based on historical operating experience. The USC Chair shall be provided a list each month of any buffers and historical data utilized in programming PBS upon request.

j. The bid packet will be published in PBS.

4. Line Improvement Period (LIP)

a. During the LIP, Flight Attendants may request to drop, pick up open time, swap trips with other Flight Attendants, swap with open time or request daily floating vacation days.

b. The LIP will be open to Flight Attendant upon posting of the line award and close no later than the 21st of the month.

c. Requests shall identify the specifics of the trip drop/swap/trade and shall be submitted by utilizing the form posted on the company webpage or electronic trading platform as appropriate.

d. If a request is for a trip trade between Flight Attendants, both flight Attendants must submit a

request for the trade.

e. LIP results will be shared with the Grievance Chair and their designee upon request.

f. After the close of the LIP, submitted requests will be processed in seniority order. Requests shall be granted so long as granting the request meets the following conditions:

i. Granting the request would not conflict with FARs or any buffers that exist in the line award process; and

ii. In the case of dropped trips or swaps with open time, granting the request would not reduce the schedule credit value of the Flight Attendant's awarded line by more than five (5) percent, except that if the swap results in additional day(s) of work the five (5) percent requirement shall not apply; and

iii. The request will not cause hardship to the Company's operation or staffing levels. The Company shall determine whether the request causes hardship.

iv. Flight attendants who are awarded modifications to their schedule as a result of a LIP request shall have their minimum monthly guarantee adjusted by the amount of pay credit added or removed from their line as result of the LIP award.

g. LIP awards shall be published as soon as practical but no later than 1700 ET on the twenty-third (23rd) day of the month.

h. Final line awards will be available no later than 1700 Eastern on the 23rd of the month.

E. Open Time

1. All unassigned trips will be available through open time for the current bid period and shall be posted on the Company's Intranet site after the final bid awards have been published.

2. Open time shall be awarded on a first come, first served basis by company designated means.

3. Manual approvals of Trades/Swaps/Drops will be resolved by the company within 24 hours.

4. Once a trip has been awarded to a Flight Attendant who meets the requirements of Section E.4., below, the Company may not retract the award, unless the Company reassigns the Flight Attendant in accordance with the provisions of this Section. The Company may, at any time, assign unawarded trips from open time to a Flight Attendant for the purpose of line training, a Flight Attendant for whom the Company is constructing a schedule, a management, supervisory, or training Flight Attendant, or a reserve Flight Attendant.

5. From the 11th day of the bid period through the 21st day of the bid period, the Company may deny trip pickups and trades for trips scheduled to operate on the last six (6) days of the current bid period.

F. Hours of Service

1. The Company shall not schedule, and no Flight Attendant may accept, an assignment that will exceed FAR flight time/duty time limitations.

2. Duty Limitations

   a. 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 ten (10) minutes after block in from flying, or at the end of an assigned reserve shift, or when a reserve Flight Attendant is released by Crew Scheduling.

   b. A Flight Attendant shall not be scheduled to be on duty for more than fourteen (14) consecutive hours.

   c. Actual duty periods may be extended up to a maximum of sixteen (16) hours due to weather and mechanical delays. However, in instances of extreme operational need or irregular operations, a Flight Attendant may be obligated to complete her/his originally scheduled assignments so long as their continued duty does not conflict with FARs.

   d. A Flight Attendant with a duty day extended beyond sixteen (16) hours will be paid premium pay of two hundred percent (200%) of his/her hourly rate for any time on duty past sixteen hours rest.

G. Rest

1. Scheduled Rest

   a. A Flight Attendant shall not be scheduled for less than ten (10) hours of rest between duty periods. Actual rest shall be in accordance with the Federal Aviation Regulations (FARs). Minimum actual rest must be eight (8) hours behind the door, to account for delays in transportation and check in. Crew scheduling may call one hour prior to scheduled report with schedule changes without impacting rest.

      i. If unforeseen circumstances delay a Flight Attendant's ability to reach the lodging facility when the Flight Attendant is subject to minimum or near- minimum rest, the Flight Attendant may call Crew Scheduling to discuss possible adjustment of her/his report time for the following duty period. Prior to contacting Crew Scheduling, a Flight Attendant must take all reasonable steps to minimize the delay, including contacting the hotel, and utilizing other means of transportation.

      ii. When transportation is not available at a layover station within thirty (30) minutes after the block-in time of the operating crew, Crew Scheduling may book alternate transportation (Uber, Lyft, Car service) when possible, upon Flight Attendants request, or Flight Attendants shall be allowed reasonable actual expenses incurred for transportation of the crew between the airport and Company-provided lodging. A receipt must be submitted to receive reimbursement.

H. Report and Release Times

1. Report time shall be scheduled for forty-five (45) prior to all scheduled departures. When building schedules, the Company may schedule an earlier report time when necessary or for the first flight of the day, not to exceed sixty (60) minutes prior to scheduled departure time unless operational necessities dictate otherwise.

2. The Company may reschedule a Flight Attendant to a later report time when appropriate due to a change in the Flight Attendant's originally scheduled trip.

3. Release time shall be ten (10) minutes after block in of the last flight segment of the duty period, or, when a reserve Flight Attendant is released by Crew Scheduling.

4. Flight Attendants shall be required to report to the crew room for a reserve shift or flight assignment. Should the company establish a geofencing process and when established will meet with the Association to discuss a new reporting process for Flight Attendants.

I. Flight Attendant Contacts

1. The Company shall maintain a standard method of notifying Flight Attendants if a scheduled departure is appreciably delayed or canceled. Flight attendants shall be notified as far in advance as practical if the delay or cancellation changes their report time.

2. A Flight Attendant on a rest period shall not have rest interrupted. Flight Attendants may be contacted via phone up to one hour prior to their report time.

J. Time Free from Duty

1. Relief from all duty for not less than one twenty-four (24) hour period will be provided to each line holder at her/his domicile at least once during any seven (7) consecutive days.

2. Relief from all duty for not less than one (1) calendar day will be provided to each reserve Flight Attendant at her/his domicile at least once during any seven (7) consecutive days.

3. A Flight Attendant awarded a regular line or composite line with no more than one (1) block of reserve days shall be scheduled for no fewer than twelve (12) days off in each bid period.

4. A Flight Attendant awarded a composite line with more than one (1) block of reserve days, or a reserve line, shall be scheduled for no fewer than eleven (11) days off in each bid period.

5. When a Flight Attendant is not available for a full bid period, her/his days off will be pro-rated subject to the following table (cont. on next page):

Line Holder (One or fewer Reserve Blocks)			Reserve (Two or more Reserve Blocks)		
Days of Unavailability	Min Days Off in 30 Day Month	Min Days Off in 31 Day Month	Days of Unavailability	Min Days Off in 30 Day Month	Min Days Off in 31 Day Month
0-1	12	12	0-1	11	11
2-3	11	11	2-4	10	10
4-6	10	10	5-6	9	9
7-8	9	9	7	8	9
9	8	9	8-9	8	8
10-11	8	8	10-12	7	7
12-13	7	7	13-15	6	6
14	6	7	16-17	5	5
15-16	6	6	18	4	5
17-18	5	5	19-20	4	4
19	4	5	21	3	4
20-21	4	4	22-23	3	3
22-23	3	3	24-25	2	2
24	2	3	26	1	2
25-26	2	2	27-28	1	1
27	1	2	29	0	1
28	1	1	30-31	0	0
29	0	1			
30-31	0	0			

6. Each calendar day in which the Flight Attendant is scheduled to perform duty for the Company shall be considered a duty day for the purpose of calculating minimum days off.

K. Rescheduling and Extensions

1. A Flight Attendant on reserve may be reassigned and/or extended within the flight and duty limitations of this Section.

2. Trip Reassignment(s)

   a. A Flight Attendant who is not on reserve shall not be reassigned to duty that commences earlier than her/his originally scheduled report time on the first day of her/his trip, without her/his consent.

   b. A line holder removed from a trip, or portion of a trip, including a cancellation or to accommodate another Flight Attendant's IOE, may be released from duty, may be reassigned to another trip, or portion of a trip, or placed on reserve.

      When a line holder is reassigned to reserve, the line holder will be placed on regular reserve. However, in cases there are no available ready reserves), the Company may place the line holder

on ready reserve. If a line holder is reassigned to ready reserve, the total reserve call-out period shall not exceed eight (8) hours or exceed her/his original release time.

If a line holder is reassigned or placed on regular reserve, the subsequent duty must be scheduled to fall within the day(s) of her/his originally scheduled trip. The Company may, at its discretion, remove said line holder from her/his originally scheduled trip, or portion of a trip, and give her/him day(s) off with no loss of compensation.

c. A Flight Attendant may be reassigned to perform additional flying during a trip.

3. Operational Extension(s)

a. A line holder Flight Attendant may be operationally extended into a trip or a portion of a trip with a scheduled departure time (at the time of assignment) of no more than three (3) hours from the completion of her/his originally scheduled trip. A Flight Attendant not on reserve shall not be operationally extended into reserve duty.

b. A reserve Flight Attendant may be operationally extended into a trip or a portion of a trip with a scheduled departure time (at the time of assignment) of no more than three (3) hours from the completion of her/his originally scheduled trip.

c. A line holder who is operationally extended on the last day of her/his trip shall receive premium pay of one hundred fifty (150%) of her/his hourly rate, above minimum monthly guarantee, for all additional credit accrued after the actual release time of the originally scheduled trip.

d. A Flight Attendant who is operationally extended into a scheduled day off may request release from the assignment at any time that she/he transverses a Company domicile on the scheduled day off. If such release is granted, the Flight Attendant shall receive premium pay of one hundred fifty (150%) of her/his hourly rate, above minimum monthly guarantee for any credit accrued on the scheduled day off but shall not be entitled to any minimum day pay or minimum duty period pay.

e. The following order of assignment will be used for extensions:

i. Time permitting, in inverse seniority order, any Flight Attendant who can be contacted and who will not have her/ his next regularly scheduled trip assignment interrupted by such extension.

ii. Time permitting, in inverse seniority order, any Flight Attendant who can be contacted without regard to her/his scheduled trip assignments.

iii. If unable to cover the trip assignment by the application of either e.i. or e.ii., above, the Company may extend any Flight Attendant to the trip in inverse seniority order who will cause the least delay of the trip.

f. A Flight Attendant will be entitled to restoration of a day off due to extension or arriving late (after 0200 LT) on her/his regularly scheduled day off if the extension or late release reduces the Flight Attendants' days off to less than 12 days in that bid period.

g. If the extension or late arrival conflicts with Part J.1. or J.2. of this Section, the Flight Attendant will be awarded a replacement day off regardless of the current minimum days off provision in

the previous paragraph.

i. The Flight Attendant must notify Crew Scheduling of their three preferred replacement days in the current month, in preferential order, within twenty-four (24) hours of the event.

ii. If the extension is after the 15th of the current month or crew scheduling is unable to honor the request the Flight Attendant may submit a request for the following bid month.

iii. Crew Scheduling will grant the request based on staffing projections and coverage for the current month.

iv. If the Flight Attendant fails to notify crew scheduling within 24 hours of the end of the extended duty, the Flight Attendant will be paid min day credit at 150% for the lost day off but cannot later request the restoration of the off day.

h. A reserve Flight Attendant is only entitled to any operational extension premium when extended into a scheduled off day, per paragraph e. above.

L. Adding, Dropping or Trading Trips

1. Flight attendants will have unlimited trip trades with open time, subject to Flight Attendant staffing requirements.

2. Line holders will have unlimited trip trades with other Line holders.

3. Line holders may trade with a Reserve so long as the trade does not create a reserve block of less than two (2) days.

4. A Reserve Flight Attendant may trade with a Reserve Flight Attendant so long as the trade does not create a reserve block of less than two (2) days for either Flight Attendant.

5. Trades must not conflict with FARs, reasonable buffer periods in accordance with Section E.4., above, or any other provisions of this Agreement.

6. A Flight Attendant may request to trade trips by a Company-approved method. Examples of trip trades include trip for trip, trip for off, trip for reserve, and off for trip. Any trip trade requests will be approved on a case-by-case basis and solely at the Company's discretion.

7. Flight Attendants may trade one or more trips or a portion of a trip to another Flight Attendant without picking up any trip in return from that Flight Attendant. All Flight Attendants must request the trade.

8. A Flight Attendant may advertise a trip trade. The Flight Attendant advertising the trip is responsible to fly that trip until the pick-up is confirmed.

9. Trip trade requests must be made for trips originating in the same bid period.

10. Flight attendants may pick up open time or trip trade in different domiciles. The Company shall not be responsible for any of the costs associated with such pickups or trades, nor is the Company required to

provide transportation to a Flight Attendant who makes such a pickup or trade.

11. A Flight Attendant is responsible for her/his original trip until she/he has received confirmation from Crew Scheduling that the trade has been approved. A trade is considered approved only upon receipt of confirmation from Crew Scheduling.

12. Reserve Flight Attendants may request to trade blocks of reserve or trips with other reserve Flight Attendants or line holders, Reserve Flight Attendants may also request to trade reserve shifts, which will be granted based operational constraints and as long as the trade does not create a block of less than two (2) days of reserve for either Flight Attendant. Reserve block trades will be approved or denied based on operational needs.

13. Should the Company move to an improved scheduling system allowing automated trip trades/swaps, the Company will meet and confer with the Association at least 30 days prior to implementation regarding the application of this section. Nothing in this paragraph will prevent or delay the Company from implementing an improved scheduling system.

M. Reserve Duty

1. Reserve assignments shall be classified as either "Shortcall,""Airport," or "Long Call."

2. Reserve assignments and availability will be visible to the grievance chairperson or their designee.

3. A reserve Flight Attendant is always subject to reassignment within their awarded reserve block, in compliance with duty limitations, extensions listed in Part K.

4. A reserve day where no assignment occurs does not constitute a day free of duty or a day off.

5. A reserve Flight Attendant must keep a company provided cell phone (link) on their person and turned on while on reserve duty for emails only.

6. Crew Scheduling will attempt to contact the short call reserve Flight Attendant at least twice within 15 minutes and will call each contact number twice to allow for dialing errors. The reserve Flight Attendant shall reply to a telephone message from Crew Scheduling within 15 minutes. The two (2) hour report time will begin at the time the reserve is first called.

7. Crew Scheduling will attempt to contact an airport reserve Flight Attendant at least twice within 10 minutes and will call each contact number twice to allow for dialing errors. The airport reserve Flight Attendant shall reply to a telephone call from Crew Scheduling within 10 minutes of the receipt of the phone call. It shall be the responsibility of the Flight Attendant to ensure she/he receives his/her reserve assignment.

8. Reserve preferences shall be submitted electronically and shall be awarded in seniority order based on operational needs and FAR limitations. All reserve assignments will be posted no later than 1800 ET and shall not be changed by the company after posting.

9. A reserve Flight Attendant who completes a flight assignment prior to the scheduled end of her/his reserve callout period shall contact Crew Scheduling as soon and practicable and may be:
    a. Released from duty; or
    b. given another flight assignment; or,
    c. placed on Airport reserve. The total callout period, assuming the Flight Attendant is not given

an additional flight assignment, shall not exceed ten (10) hours from the beginning of her/his duty period; or

d. assigned to return to regular short call status.

10. A reserve Flight Attendant may be assigned a flight(s) that may extend beyond or commence after the scheduled end of her/his reserve call out period.

11. Reserve assignments shall not be made more than three (3) days in advance.

12. Airport Reserve

    a. An Airport reserve Flight Attendant shall report as soon as practicable, but not later than twenty (20) minutes following the Company's first attempt to contact the Flight Attendant.

    b. A Flight Attendant on Airport reserve status shall not be on call in excess of eight (8) hours.

    c. An Airport reserve Flight Attendant shall not be placed on Shortcall reserve.

13. Short Call Reserve

    a. A reserve Flight Attendant shall report to the airplane as soon as practicable, but not later than two (2) hours following the Company's first attempt to contact the Flight Attendant.

    b. A Flight Attendant assigned to Short Call reserve shall not be on call in excess of twelve (12) hours.

    c. A Flight Attendant may be rolled from Short Call reserve to Airport reserve. The total duration of a Flight Attendant's reserve callout period, assuming the Flight Attendant is not given a flight assignment, shall not exceed twelve (12) hours from the beginning of her/his regular reserve duty period.

    d. If the company requests a short call Flight Attendant report within one hour and the Flight Attendant agrees, the Flight Attendant shall receive one hour of additional pay credit above the guarantee.

14. Long Call Reserve

    a. Flight attendants on Long Call reserve will have 12 hours to report for duty once notified by crew scheduling via phone. Flight Attendants will not be contacted between 0030 and 0500 LT. Flight Attendants must contact Crew Scheduling within one hour of Crew Scheduling's first attempt to notify the Flight Attendant.

    b. Availability for Long Call reserve shall begin at 0000 LT the first day of their reserve block and end at 1200 (noon) LT the last day of their reserve block.

    c. A Long Call reserve Flight Attendant shall not be converted to Airport reserve unless there are no Flight Attendants on Short Call reserve or Airport reserve.

    d. Following a flight assignment a Long Call Flight Attendant will restart their contact availability one hour after block in if no available assignment has been posted.

N. Replacing Scheduled Flight Attendants

1. The Company may replace a scheduled Flight Attendant(s) with other cabin qualified and certified personnel on any assignment as long as the displaced Flight Attendant is pay protected.

O. Commuter Policy

1. Purpose

   a. This policy is intended to provide a commuting Flight Attendant with guidance about her responsibilities and obligations when circumstances outside the Flight Attendant's control prevent her/him from reporting for her/his assignment as scheduled. The following provisions are not intended to relieve a Flight Attendant of that responsibility.

2. General

   a. Travel to an assignment will only be considered "commuting" if that travel originates from the Flight Attendant's primary residence of record within the continental United States, Puerto Rico, or Hawaii. A Flight Attendant's primary residence of record is their home address as recorded in the Company's electronic personnel system.

   b. This policy covers a commuting Flight Attendant who is commuting to an assignment by air, rail, or ground.

   c. If a Flight Attendant anticipates she/he will not arrive at her/his domicile in sufficient time to report for her/his assignment because of a delay or cancellation of her/his commuting flight(s) or because of the unavailability of a seat on her/his commuting flight(s) or because of any of the qualifying circumstances under the Commuting by Ground section of this policy listed below, she/he must notify Crew Scheduling as soon as possible and before their report time. If the delay occurs en-route while aboard a flight and the Flight Attendant does not have the ability to make phone calls, she/he will contact crew scheduling as soon as possible.

   d. The Flight Attendant must inform their Inflight Supervisor and crew scheduling as soon as practical that they are invoking this Commuter Policy to be eligible for relief. The notification to the Inflight Supervisor must be within twenty-four (24) hours of the commuting failure documentation must be submitted to management within forty-eight (48) hours of commuting failure.

   e. Registered Commuter Flight Attendants are eligible for relief under the commuter clause.

3. Election of Commuting Status by Air

   a. A Flight Attendant may elect to identify as a commuting Flight Attendant on a form provided by the Company. The form may be in an electronic format.

   b. If a Flight Attendant commuting by air has not completed the form, they will not be eligible for any relief set forth in this policy.

4. Commuting by Air

a. A Flight Attendant may designate up to three (3) airports within one hundred fifty (150) miles of the Flight Attendant's principal residence from which to originate a commute to their domicile on the form provided by the Company.

b. A Flight Attendant may change her/his designated airport(s) with thirty (30) days' written notice to the Inflight Department, when the Flight Attendant changes their primary residence, or when they change domiciles. A Flight Attendant may not benefit from this policy to commute from a non- designated airport.

c. Air Commuting Flight Attendant Procedures

i. The Flight Attendant must be listed as a non-revenue passenger in the airline computer reservation system. Such listing is the sole responsibility of the Flight Attendant. It is the Flight Attendant's responsibility to provide to Inflight Management the following as proof of a good faith commuting attempt:

a. Documentary proof that the Flight Attendant was present at a designated airport (e.g., Known Crew Member (KCM) entrance log from any source, printed boarding pass/other documents issued at the airport, or jumpseat request form) when they attempted to list on/board a commuting flight.

AND

b. Documentary proof that the Flight Attendant made, at minimum, two (2) separate attempts to list on flights that would allow her/him to arrive at the airport where she/he is assigned to commence their assigned duty before or at their original report time. The document(s) may be a boarding pass, screen shot of the booking in the employee listing system, or jumpseat request form.

5. Commuting by Ground or Rail

a. This provision governs circumstances in which a Flight Attendant that is traveling by ground is unable to report to their domicile for a scheduled assignment due to any of the following:

i. Natural disasters or severe weather conditions (e.g., blizzards, hurricanes, earthquakes, and/or other similar events); or

ii. Hazardous or impassable roads; or

iii. En-route mechanical problems; or

iv. Unforeseen transit delays; or

v. Any other commuting issues not contemplated that the Company and Association considers appropriate in this clause.

b. 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 above, only if there are no other reasonable alternative means of timely reporting for her/his scheduled assignment.

c. 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.

d. The Flight Attendant will be responsible for submitting proper documentation (i.e., hazardous roads advisories, photos, mechanic/roadside assistance receipts, transit delay advisories, etc.) to substantiate her/his ground commuting failure.

6. Effect of Commuting Failure

a. A Flight Attendant who has complied with the procedures set forth in this policy but is unable to report to her/his flight assignment at their report time through no fault of her/his own and solely because of a delay, cancellation, or unavailability of a seat on her/his commuting flight(s) or because of any of the qualifying circumstances under the Ground Commuting section, will not be subject to discipline or occurrence as a result of her/his inability to report or begin her/his on-call period on time.

b. A Flight Attendant may invoke this policy to avoid discipline or an attendance occurrence for any and all documented commuting failures above three (3) times in any rolling one (1) year period.

c. During IROPS or extreme operational circumstances, the Company may provide positive space for crew member to domicile or other locations to avoid operational disruptions.

7. Reassignment Following a Missed Report Time

a. If a commuting Flight Attendant reports to Crew Scheduling that she will not be able to report at her assignment location as scheduled because of a delay or cancellation of her commuting flight or because of the unavailability of a seat on her commuting flight, the Flight Attendant shall continue to make all reasonable efforts to continue her commute, by air or surface transportation, unless otherwise specifically directed by Crew Scheduling. Furthermore, Crew Scheduling may at that time or after the Flight Attendant reports:

b. Deadhead the commuting Flight Attendant from her domicile or, at Crew Scheduling's option, from another location, without pay or credit, to join her trip; or

c. Place the commuting Flight Attendant on her trip when it transits her domicile; or

d. Reschedule the commuting Flight Attendant for another trip (without pay or credit for any required deadhead that is not part of the original trip); or

e. Place the commuting Flight Attendant on reserve; or to another trip within the same block of days, or given the option to pick up open time; or

f. If the commuting Flight Attendant was assigned to reserve duty, she may be scheduled (1) to complete her scheduled reserve period, (2) to resume her original reserve period, lengthened by the number of hours delayed, or (3) placed on an alternate reserve period; or

g. Remove the commuting Flight Attendant from some or all of the trip or reserve on-call period.

h. Given any other substitute assignment, which is mutually agreeable to the Flight Attendant and Crew Scheduling.

8. Compensation

    a. A commuting Flight Attendant who is unavailable for duty shall not be paid for the portions of her original trip or reserve period not flown or worked. The Flight Attendant's minimum monthly guarantee shall be reduced by an amount of time equal to the scheduled flight time for the portions of the trip missed (offset by flight time actually flown) or reserve period missed. A commuting Flight Attendant will be eligible for pay and credit only for any portion of her flight assignment that she actually flies or for which she is rescheduled (not including any deadhead to join her originally scheduled or rescheduled trip) after she has reported for duty following her commuting failure. The commuting Flight Attendant will be entitled to minimum duty period pay for each day of her original assignment for which she is available after the day of her report for duty. For example, if a commuting Flight Attendant is scheduled for a five-day trip commencing on Monday and, because of a commuting failure, does not report until Tuesday, she will be entitled to minimum duty period pay beginning on Tuesday, provided that she makes herself available for assignment for those days.

    b. If Crew Scheduling releases the commuting Flight Attendant who was originally scheduled for a reserve assignment, her minimum monthly guarantee will be adjusted to reflect that the Flight Attendant was not available for reserve for that reserve on-call period. If Crew Scheduling does not release the reserve Flight Attendant, her minimum monthly guarantee will be adjusted on a pro rata basis.

9. A Flight Attendant who is assigned or reassigned to an abbreviated reserve on-call period on the day of her missed commute shall be paid and credited on a pro rata basis for the reserve period.

10. Extreme Operational Interruptions

    a. In the event of extreme interruptions to airport operations that affect a Flight Attendant's ability to report for her/his assignment (e.g., airport closure, terminal closure, security breach, or other situations deemed extreme by the company), she/he will receive no disciplinary action.

11. Disaster Assistance

    a. A Flight Attendant who is unable to report for work due to a natural disaster will be removed from her/his scheduled duty upon request. The Company will offer positive space travel to a crewmember attempting to reach domicile from areas designated disaster zones up to the limitations set by the flying partner. Such instances will be considered an absence without pay, discipline, and/or occurrence.

12. Out of Position Status (OOPS)

    a. The OOPS provision may be utilized by Flight Attendants commuting by air from a non-designated airport, as outlined in number 4 above.

    b. All procedures of Section O., above (e.g., presenting documentation of failure to commute, notification to the Company, etc.) will apply other than the commuting airport designation.

    c. OOPS may only be utilized one (1) time during a rolling one-year period. The use the OOPS provision will count as one of the Flight Attendant's available commuter policy exemptions.

SECTION 6 - TRAINING

A. The provisions of this Section do not apply to Flight Attendants in initial new hire training.

B. Required Training

1. The Company will publish a report that will include the names of Flight Attendants required to attend training. Flight Attendants will bid for their recurrent training month (within a 2-month window consisting of an early month and a due month) in November of each year with the results posted as soon as practical but no later than December 31st. This information will be published in the bid package.

2. An annual training schedule listing all Flight Attendants' names and the month they are scheduled for recurrent training will be published each year no later than January 7th.

3. Training dates may be changed by the Company for operational purposes.

4. Training dates are considered a "pre-assignment" and Flight Attendants must bid their monthly bid schedules so as not to conflict with scheduled training dates. Flight attendants will be required to attend training on the day(s) scheduled or assigned by the Company unless prior arrangements have been made to move the training days(s).

5. Flight attendants may not trade training dates with other Flight Attendants. The Company may waive this restriction on a case-by-case basis.

6. Nothing in this Section will preclude a Flight Attendant from requesting to move her/his training dates.

C. Training Failures

1. A Flight Attendant who fails to pass a written, oral or any other portion of training (e.g., emergency drills) will, upon request of the Flight Attendant, be provided with no more than two opportunities to be re-examined. Failure to pass the final re- examination will result in termination of employment.

2. If the Flight Attendant must be withheld from service for qualification purposes following a training failure, he/she will receive training pay only for the period of re-examination. All other time during the period the Flight Attendant is withheld from service will be unpaid.

D. De-Qualification

1. If a Flight Attendant has de-qualified for any reason, the Flight Attendant must complete re-qualification training before he/she will be permitted to fly.

   a. Flight attendants will be held out of service without pay if qualification requirements are not met due to the Flight Attendant's failure to attend recurrent training.

   b. If the failure to attend recurrent training was due to operational needs of the Company, the Flight Attendant will continue on pay status. In such circumstances, the Flight Attendant will receive no less than the monthly bid period guarantee until such time as he/she re-qualifies. However, if the Flight Attendant is not otherwise available and/or delays her/his requalification training, the monthly guarantee will be prorated.

2. If a Flight Attendant was removed from trip(s) as a result of de-qualification, and the Flight Attendant re-qualifies, he/she will not be pay protected for the missed trips, however, the Company may:

    a. Place the Flight Attendant on reserve for the remaining days of the originally scheduled trip from which he/she was removed; or

    b. Assign the Flight Attendant a trip(s) that generally falls within the same time period as the trip(s) initially removed; or

    c. Assign a trip(s) on other days within the same bid period.

    d. Assign a trip(s) on previously awarded days off, but only with the Flight Attendant's agreement.

3. If a Flight Attendant was removed from trip(s) as a result of failure to attend recurrent training due to operational needs of the Company, the Flight Attendant will be pay protected for all missed trips and returned to her/his next trip upon requalification.

E. Travel Away from Domicile or Co-Terminal

1. The Company will arrange and provide travel for a Flight Attendant who is required to attend training away from her/his domicile or co-terminal. Unless otherwise approved by the Company, such travel will be to and from the Flight Attendant's domicile/co-terminal and the training location.

2. Time spent traveling to training locations away from domicile/co-terminal will be considered deadhead.

3. Accommodations, travel expenses and scheduled deadhead time for a Flight Attendant required to attend training away from her/his domicile or co-terminal will be paid in accordance with Section 7 (Travel Expenses) and Section 4 (Compensation).

4. Flight attendants who live in the city in which the training occurs, but who are assigned to another domicile are not entitled to overnight accommodations or other travel expenses.

F. Flight Attendant Training Instructors

1. The Company may utilize Flight Attendants as training instructors at its discretion.

2. The Company will post any available training Instructor position(s), as well as the required qualifications and rates of pay. Selection of Training Instructors is at the Company's discretion. Once selected, trainers will bid for classes and training events in seniority order, taking into account Management's right to maintain qualified trainers.

3. Work rules for Flight Attendant training instructors while in the instructor position will be determined by the Company, however, all other provisions of the Agreement, where applicable, will apply to such Flight Attendants.

4. Trainers will be placed at a separate hotel from the training class whenever possible. The company will make reasonable efforts to provide hotel rooms including kitchenettes.

G. General

1. Flight Attendants will be scheduled for no more than twelve (12) hours on any training day inclusive of all meal/break periods, and the actual time spent in training on a given day, may not exceed fourteen (14) hours or the Federal Aviation Administration duty period limitations.

2. No Flight Attendant will be required to pay for training that is required of Flight Attendants.

3. For the purpose of rest requirements and maximum duty period restrictions, time spent by a Flight Attendant during any training day scheduled by the Company will be considered duty time and will be paid in accordance with Section 4 (Compensation).

4. Nothing in this Agreement will be construed to restrict the Company's ability to offer additional training.

H. Distance Learning

1. The Company may utilize distance learning, including computer-based training (CBT) and home study, to train Flight Attendants.

2. For each distance learning event, the Company will assign a reasonable credit value based on expected time to complete the training event.

3. Each Flight Attendant completing the distance learning event will be credited with 50% of the assigned value at her/his applicable hourly rate in accordance with Section 4 (Compensation).

SECTION 7 - EXPENSES

A. Accommodations

1. The Company shall provide single occupancy lodging for Flight Attendants during a layover at any station away from the Flight Attendant's domicile during a trip assignment or training. 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 4.5 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 scheduled layovers of 24 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 and are of a comparable expense, including transportation to and from, to other hotels in the area. The Association member of the Hotel Committee may waive this provision on a city-by-city basis.

3. Flight Attendants who are registered commuters will be provided with up to two (2) commuter rooms per month upon request.

4. Hotels will be selected by the Company. In the selection of hotels, the Company will consider input from the Association's Hotel Committee, as specified below. The Company will consider security, cleanliness, distance from the airport, availability of food service, and cost, among other criteria. The hotel vendor will notify the Association's hotel committee chairperson, when practicable, before contracting with a new hotel. Transportation will be provided to and from the layover facility. If food service is not available at, or reasonably available to, the lodging facility, transportation will be provided between the lodging facility and eating facilities.

5. A Hotel Committee consisting of Company and Association members will meet and confer on the criteria, and suitability of hotels. The Company will make selections after consultation with the Association. Objections to a hotel by the Association 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.

6. The Company shall provide lodging for Flight Attendants attending new hire training. Flight Attendants provided lodging pursuant to this paragraph will not be required to share rooms with members of the opposite gender.

B. Per Diem

1. Except as provided elsewhere in this Agreement, a Flight Attendant shall be paid per diem from the later of the time that she is scheduled to report or actually reports at her/his domicile for a flight or reserve assignment until the time she is released from the assignment at her/his domicile.

2. A Flight Attendant shall be paid per diem from the later of the time that he/she is scheduled to report or actually reports at her/his domicile for training conducted away from her/his domicile until the time she is

released from the training assignment at her/his domicile.

3. Per diem shall be: $2.00 per hour at the date of signing and shall increase by .05 per hour on January 1st of each year through the term of this agreement plus one year.

4. International overnight per diem will include an additional $20.00 per day.

5. Per diem shall be prorated for portions of an hour.

C. Special Assignments

1. A Flight Attendant who is special assigned by the Company will be provided lodging, transportation, and per diem, as required above, from the time the Flight Attendant reports at her/his domicile to participate in or for travel to the special assignment until the Flight Attendant is released from duty at her/his base.

D. Moving Expenses

1. Eligibility
   a. Flight attendants involuntarily displaced to a domicile more than fifty (50) Google Map miles from their previous domicile as a result of reductions in schedules, reallocation of flying time, base openings or closures, or other reasons, shall be considered as transferred at Company request. The Company shall provide the benefits set forth in Section D.2., below, to eligible Flight Attendants. Flight attendants are eligible for such benefits only in connection with the move of their actual principal residence to a location that is no more than seventy-five (75) Google Map miles from the new domicile. The location to which the Flight Attendant moves must be closer to the new domicile. Flight attendants shall have up to six (6) months from the effective date of the displacement to move and submit documentation for reimbursements and/or benefits listed in this Section. The Company and the Flight Attendant may agree to extend the time for completion of the move and/or to submit documentation.

2. Reimbursable Expenses for Eligible Flight Attendants

   a. Moving Expenses

      i. The Company shall pay up to five thousand ($5,000) of the actual and reasonable expenses of moving the personal effects and household goods of a Flight Attendant transferred at Company request (includes packing, unpacking, shipping and insurance, etc.) from the Flight Attendant's principle residence to her/his new principle residence at the new domicile. A Flight Attendant may elect to have her/his move paid from a location other than the domicile from which the Flight Attendant is being transferred, provided that the location from which the Flight Attendant is moving is more than one hundred fifty (150) Google Map miles from the new domicile. The Company's obligation shall not exceed the lesser of the distance between the Flight Attendant's former principal residence and the new domicile or the distance between the former domicile and the new domicile. If a Flight Attendant chooses a multi- stage move involving a storage facility (i.e., from her/his principle residence at her/his former domicile to a storage facility and continuing to her/his principle residence at her/his new domicile), the Company's liability shall extend to only one stage of the move as selected by the Flight Attendant, and the Company shall not be liable for storage charges.

      ii. If the Flight Attendant elects to use a moving company, she may be required to obtain up to

three (3) competitive bids for the move and the Company shall select the moving company, which is not required to be one of the estimates. The moving company must be licensed and insured to move household goods. It shall be the Flight Attendant's responsibility to contact the moving company selected by the Company and to schedule the move.

iii. The Company shall pay the moving company directly. If the move may incur charges exceeding those covered in Section D.2., above, the Flight Attendant shall make arrangements to pay the overage to the moving company.

b. Lodging and Meal Expenses

i. For time spent in travel to the new domicile, a displaced Flight Attendant and each additional family member accompanying her/him in the move shall be paid per diem at the rate set forth in Section 7.B., above. A Flight Attendant shall be reimbursed for reasonable and actual expenses for lodging at a hotel comparable to those used on overnights for the Flight Attendant and her/his immediate family to travel to the new domicile. The lodging reimbursement shall be limited to one (1) night for each five hundred (500) miles, or portion thereof, by the most direct Google Map routing, plus up to three (3) nights following arrival at the new domicile or until the arrival of household effects, whichever occurs first. Lodging at the new domicile shall be at a Company- approved hotel.

c. Personal Vehicles

i. Flight attendants shall be reimbursed thirty-five cents ($0.35) per mile, or the prevailing Company rate, whichever is higher, for driving up to two personal (2) vehicles, one way, not to exceed the most direct Google Map mileage between the Flight Attendant's former residence and the new domicile or the distance between the former domicile and the new domicile, whichever is less.

d. Moving Days

i. A displaced Flight Attendant shall coordinate with the Director or Inflight's office to receive two (2) consecutive days free from duty for the first five hundred (500) Google Map miles of the move and one (1) additional consecutive day free from duty for each additional five hundred (500) Google Map miles, or portion thereof, in order to facilitate her/his move, up to the maximum reimbursable distance set forth in Section 7.D.2. The Flight Attendant and the Company shall work together to establish mutually acceptable days off to accomplish the move. Such days off shall be without pay, but the Flight Attendant's minimum monthly guarantee shall not be reduced as a result of any additional days off.

e. Broken Lease

i. If the Company provides less than forty-five (45) days' notice of transfer at Company request, and a Flight Attendant eligible for moving expenses incurs a penalty as a result of the early termination of her/his household lease, the Company will reimburse her/him for the broken lease penalty, not to exceed two (2) months' rent (limited to the Flight Attendant's share of the rent in a multi-tenant residence). The Flight Attendant will take reasonable steps to avoid such penalty. The Company shall furnish the Flight Attendant an involuntary displacement letter if requested.

f. Reimbursement of Expenses

i. Expenses shall be supported by valid receipts, which must be submitted within sixty (60) days after they are incurred. Reimbursable expenses shall be paid by the Company within thirty (30) days of the Company's receipt of the Flight Attendant's completed expense report.

g. A Flight Attendant shall be eligible for only one (1) moving expense per family and/or household per displacement.

3. Voluntary Domicile Transfers

a. A Flight Attendant who is not involuntarily displaced, e.g., a Flight Attendant who could have held her/his current position by virtue of her/his seniority, shall not be eligible for benefits under Section 7.D.

4. Flight attendants moving to a domicile incident to initial employment shall not be eligible for benefits under Section 7.D.

SECTION 8 - VACATION

A. Vacation Accrual

1. Flight attendants shall accrue vacation based upon active service beginning with their date of hire. Vacation shall be accrued on a bid period basis pursuant to the following table:

Longevity	Accrual rate (in days) per bid period	Total annual accrual
1-23 months	0.58	1 week
24-71 months	1.17	2 weeks
72-143 months	1.75	3 weeks
144-191 months	2.34	4 weeks
192+ months	2.92	5 weeks

2. A Flight Attendant shall accrue vacation for each bid period in which she has at least fifteen (15) days of active service.

3. Accrued vacation shall become earned on January 1 of each year following the year in which it was accrued.

B. Annual Vacation Bid

1. No later than October 1 of each year, the Company shall publish a vacation bid package for the next calendar year. Bidding shall close by October 30, and the awards shall be published no later than November 15. Flight attendants shall bid vacation in the next calendar year based on vacation expected to accrue by the end of the current year. If the Flight Attendant subsequently fails to accrue or otherwise does not possess sufficient vacation accrual to qualify for the awarded vacation, that portion of the Flight Attendant's vacation for which there is inadequate accrual shall be canceled. A Flight Attendant awarded or assigned more than one vacation period shall designate the vacation period to be cancelled.

2. There shall be sufficient vacation periods published to accommodate all known vacation periods for the ensuing year. Vacation shall be awarded in seniority order.

3. A vacation period shall consist of seven (7) consecutive days. The vacation period shall be Monday-Sunday, with the first period beginning on the first Monday of the year.

4. A Flight Attendant who possesses sufficient vacation accrual but does not bid a vacation(s) or does not bid a vacation period(s) she can hold shall be assigned a vacation period(s) by the Company after all other vacation bids have been awarded.

5. A Flight Attendant must be projected to possess sufficient accrued vacation by the end of the year to be awarded a vacation period(s).

6. A Flight Attendant shall bid a primary, a secondary, and tertiary vacation period(s), where applicable. Flight attendants who are eligible to bid more than one (1) vacation period may split their vacation into separate periods subject to the following provisions:

   a. A Flight Attendant shall be required to select vacation period(s) of not less than seven (7) days. For

vacation bidding purposes only, consecutive weeks of vacation in a single block shall be considered one (1) vacation period.

b. Flight attendants shall be awarded a primary vacation period first. Secondary vacation periods shall be awarded after all primary vacation periods have been awarded. Tertiary vacation periods shall be awarded after all secondary vacation periods have been awarded. Vacation assignments shall be made after all awards have been made.

7. A Flight Attendant who changes domicile shall keep her/his annual vacation award, provided the awarded period(s) is available in open vacation in the new domicile. If the same period(s) is not available in the new domicile, the Flight Attendant shall bid for a vacation period(s) of her/his choice from open vacation in the new domicile during the remaining calendar year. If there is no open vacation in her/his domicile at any time before the end of the year, the Flight Attendant may postpone the vacation to the next year. The Company shall have the discretion to allow a Flight Attendant to keep her/his vacation if she changes domiciles.

8. A Flight Attendant shall not be awarded or assigned vacation that conflicts with known scheduled training. The Company shall not schedule a Flight Attendant's recurrent training during her/his vacation without her/his consent. If a Flight Attendant consents to the Company's request to schedule recurrent training during her/his vacation, she shall select a vacation period from open vacation available during the current year.

C. Open Vacation

1. Vacation periods that become available due to resignations, terminations, leaves of absence, domicile changes, training conflicts or trades with open vacation shall be placed in open vacation and made available on a first-come, first-served basis to Flight Attendants within the same domicile in seniority order unless the Company reasonably anticipates that it shall be necessary to postpone vacations in those periods. The Company may make available additional periods of open vacation in any domicile(s) during the year.

2. A Flight Attendant may not select a vacation period that, if awarded, would create a conflict with her/his previously scheduled training or for a vacation period in which the Company is postponing vacation for that Flight Attendant's domicile.

3. Flight attendants required to select vacation from open vacation in accordance with this Section shall do so in seniority order (relative to other Flight Attendants selecting vacation from open vacation).

4. If an open vacation period(s) will expire before it has been selected, the Company may assign it to a Flight Attendant(s) who is eligible to select vacation from open vacation.

D. Daily Floating Vacation Days

1. Any accrued and earned vacation days that have resulted in a block of less than seven (7) days will be considered daily floating vacation days.

2. Flight attendants may request daily floating vacation at any time during the year. Requests must be submitted at least seven (7) days in advance of the day to be utilized as a daily floating vacation day. Requests may be submitted either in writing, by email or by telephone. A Flight Attendant shall put this

telephone request into writing as soon as possible. The Company shall have the discretion to approve or deny the request based on operational needs.

3. A Flight Attendant who has daily floating vacation shall make reasonable efforts to use all such vacation before the end of the year. If despite such efforts, the Flight Attendant has been unable to use all of her/his daily floating vacation because the Company has repeatedly denied the Flight Attendant's request to use daily floating vacation then the Flight Attendant may carry over a maximum of six (6) days of unused floating vacation to the next year.

4. A Flight Attendant who has seven (7) or more days of daily floating vacation available shall bid seven (7) of her/his daily floating vacation days as a single vacation period during the next available vacation bid or in the annual vacation bid whichever comes first.

E. Vacation Postponements

1. The Company may not cancel a Flight Attendant's scheduled vacation. If Company operations necessitate the postponement of vacations in a domicile, the Company shall first solicit volunteers for such postponement. If there are insufficient volunteers for such postponement, the Company may make such postponements mandatory.

2. Voluntary postponements shall be awarded in seniority order by domicile and vacation period. Involuntary postponements shall be awarded in reverse seniority order by domicile and vacation period.

3. A Flight Attendant whose vacation is postponed shall select a vacation period(s) from open vacation available during the current year. If there is no open vacation in her/his domicile at any time for the remainder of the year, the Flight Attendant may carry over the vacation to the next year. The Director of Inflight shall provide the Flight Attendant with documentation that her/his vacation has been postponed.

F. Vacation Pay

1. Awarded vacation periods shall be pre-assigned to a Flight Attendant's schedule for the applicable bid period at a credit of 3.25 hours per day, and such amount shall be debited from her/his earned vacation.

2. A Flight Attendant who is furloughed, retires, dies, resigns with fourteen (14) days written notice, or is terminated shall receive pay for all earned, unused vacation, at her/his then-applicable hourly rate. If the Flight Attendant does not actually work her/his schedule for the entire notice period, for any reason, the Company shall have the discretion, on a case-by-case basis, to pay the Flight Attendants earned, unused vacation or not.

SECTION 9 - SICK LEAVE

A. Accrual

1. Flight attendants will accrue sick leave at a rate of two and three quarter (2.75) credit hours for each month of active service. A Flight Attendant will accrue sick leave at a rate of three and three-quarters hours (3.75) for each month of active service upon completion of five years of active service. A Flight Attendant must be active for a minimum of fifteen (15) days during a month in order to accrue sick leave.

2. A Flight Attendant will begin to accrue sick leave ninety (90) days following the date of hire.

B. A Flight Attendant will retain, but not accrue, sick leave while on a leave of absence or on furlough, unless otherwise prescribed by applicable law or this Agreement. A Flight Attendant who is unable to work as a result of illness or injury who does not have sick leave credit or who exhausts her/his sick leave credit shall be placed on a medical leave of absence.

C. Sick Leave Credit

1. A Flight Attendant who is unable to perform her/his assigned trip(s) due to illness or injury will be credited for the scheduled value of the trip(s) missed and will have the scheduled value of the trip(s) missed deducted from her/his sick leave bank. A Flight Attendant who flies a portion of such a trip will be credited with the portion flown.

2. A Flight Attendant on reserve who is unable to perform assigned duty as a result of illness or injury shall be credited the value of a reserve day, and such hours will be deducted from her/his sick leave bank.

3. A Flight Attendant who has no available or insufficient sick leave credit in her/his sick leave bank, and who cannot perform her/his assigned trip/duty due to illness or injury, will have her/his monthly guarantee adjusted accordingly. The adjustment will normally be made in the second pay period of each bid month.

4. Upon retirement from active service, meeting the standards defined for retirement travel, a Flight attendant will be paid out 25% of their sick leave balance. The Flight Attendant may choose to have this amount deposited into the Flight Attendants 401k (not subject to company match) in lieu of payment.

D. Confirmation of Illness or Injury and Communication with the Company

1. A Flight Attendant who is unable to report for scheduled duty shall notify the Company as early as possible. The Flight Attendant shall furnish the Company with a telephone number at which the Flight Attendant can be contacted on each day she/he is unable to report for scheduled duty.

2. When a Flight Attendant is on sick leave and is off work for (12) calendar days or more, a medical release authorizing the Flight Attendant to return to work must be submitted to Human Resources prior to her/his first trip.

   The medical release must include:

   a. A written statement from a physician confirming that the Flight Attendant was unable to perform her/his regular duties;

b. Date and time of visit;

c. Date of next visit, if applicable;

d. Restrictions, if any and;

e. Anticipated/actual date of availability to return to work.

3. The Company will require a physician's note for all sick calls touching July 3rd through 5th, the day prior, of, and after Thanksgiving, and December 23rd thru January 2nd. 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.

4. Nothing in this Agreement will prevent the Company from requiring a Flight Attendant to provide satisfactory verification of an illness from a physician when that illness prevents the Flight Attendant from working when circumstances suggest that abuse or misuse of sick leave has occurred.

5. A Flight Attendant on reserve who is contacted for an assignment and then contemporaneously notifies the Company that she/he is ill or injured shall be considered unavailable for assignment and not eligible for sick leave.

E. Any disputes concerning a Flight Attendant's ability to return to work after a sick or medical leave will be handled in accordance with the provisions of Section 10 (Medical Examinations).

F. Employees on sick leave, whether paid or unpaid, are not permitted to use their travel benefit privileges for themselves without the express written permission by the Director of Inflight, or her/his designee.

G. Return to Duty

1. A Flight Attendant who calls out sick for a trip pairing or any portion of a trip pairing relinquishes her/his rights to the complete trip pairing assignment.

2. A Flight Attendant shall notify Crew Scheduling when she/he is able to return to work assignment and shall coordinate her/his return to work with Crew Scheduling.

3. A Flight Attendant returning to duty from sick leave will either be returned to her/his original trip, assigned to another trip, assigned to reserve, or placed on days off.

H. Unless otherwise required by law, upon voluntary/involuntary termination of employment, retirement, or death, Flight Attendants (or their estate) will not receive payment for accrued, but unused, sick leave.

I. A Flight Attendant on sick leave for illness/personal injury who engages in outside employment without receiving prior written permission from the Director of Inflight, or her/his designee, may be subject to discipline, up to and including termination.

J. Call-outs due to incidents of legitimate occupational injuries (workers' compensation) will not be considered lost time for disciplinary purposes.

K. Unless restricted by the Company's marketing partner(s), in order to help prevent illness of crewmembers and passengers, Flight Attendants will be permitted to wear latex, or similar, gloves while picking up trash/waste.

SECTION 10 - MEDICAL EXAMINATIONS

A. Medical Examinations

1. If the Company has reason to question a Flight Attendant's ability to perform her/his duties, it may require the Flight Attendant to submit to a medical examination. When such medical examination is required, the Flight Attendant will be notified in writing. The Company may also require a medical examination when a Flight Attendant claims an inability to perform her/his duties due to a medical condition and the Company has a reasonable basis to question such a claim. The examination will be by a Company-designated medical examiner, and the Flight Attendant will be furnished with a copy of the medical examiner's report. The Company will pay the cost of such a Company-required examination. The Company will be responsible for arranging flight and hotel accommodations, as well as the payment for such accommodations, if such arrangements are needed due to the location of the Company's medical examiner.

2. A Flight Attendant who is required to submit to a medical examination pursuant to Section A.1., above, will be removed from line flying by the Company and paid for any flight time lost from the date of removal until the Company's receipt of the medical examiner's report if the Flight Attendant was available for work during such time. If the Flight Attendant passes the medical examination, she/he will be returned to duty. If the Flight Attendant fails to pass the Company medical examination, she will be removed from pay status, except as otherwise provided in Section A.5., below.

3. A Flight Attendant who fails to pass a Company medical examination may, at her/his option, have a review of her/his case in the following manner:

    a. Within seven (7) calendar days of the Flight Attendant's receipt of a copy of the medical examiner's report, the Flight Attendant may employ a qualified medical examiner of her/his own choosing, at her/his own expense, for the purpose of conducting a medical examination for the same purpose as the original medical examination required by the Company. Prior to her/his medical examination, the Flight Attendant must provide the Company with the name and location of the medical examiner she/he employed to conduct such medical examination.

    b. A copy of the findings of the medical examiner employed by the Flight Attendant will be furnished to the Company within five (5) calendar days of the Flight Attendant's receipt of such report. If such findings verify the findings of the medical examiner employed by the Company, or if the Flight Attendant fails to furnish such report to the Company within the five-calendar-day time limit, no further review of the Flight Attendant's case will be afforded.

    c. If the findings of the Flight Attendant's medical examiner differ from the findings of the Company's medical examiner, the Company will, within seven (7) calendar days of receipt of the written request of the Flight Attendant (which should be submitted with the second medical examiner's report under Section A.3.b., above) ask that the two (2) medical examiners agree upon and appoint a third, qualified and neutral medical examiner, preferably a specialist, whose determination will be final and binding upon the Flight Attendant and the Company. Copies of such medical examiner's report will be furnished to the Company and to the Flight Attendant.

    d. The expense of employing the neutral medical examiner will be borne equally by the Flight Attendant and the Company.

4. Deadlines in this Section may be extended upon mutual agreement of the Company and the Flight Attendant.

5. When a Flight Attendant is removed from pay status by the Company as a result of her/his failure to pass the Company medical examination and the Flight Attendant appeals such action under the provisions of this Section, the Flight Attendant may request to be paid from her/his sick leave bank, limited to the value of the monthly minimum guarantee.

6. If such action on the part of the Company is proven unwarranted as provided in Section A.3., above, the Flight Attendant will be paid the difference of any sick leave pay received and scheduled flight time lost during the appeal period, and her/his sick leave bank will be restored for the credit debited during the appeal process. However, if it is the Flight Attendant who requests an extension of time under this Section, the Company's payment obligation will be reduced by the length of the requested extension. In no case will a Flight Attendant be paid for a period in excess of thirty (30) calendar days from the date of removal from flight status.

7. Nothing in this Section will preclude the Flight Attendant from utilizing her/his healthcare insurance (if any) to pay for a medical examination under this Section.

SECTION 11 - FILLING OF VACANCIES

A. Standing Vacancy Bids

1. In consultation with the Union, the Company shall institute a standing vacancy bid system. Flight attendants shall submit a standing vacancy bid and shall have the right to change their bid at any time. The standing vacancy bid shall indicate in order, from most favorable to least favorable, the Flight Attendant's domicile preferences. If a Flight Attendant does not have a standing vacancy bid on file, or her/his standing vacancy bid does not indicate sufficient choices, she/he shall be considered to be bidding for her/his current domicile. If her/his seniority no longer entitles her/him to such position, the Company may assign such Flight Attendant to a domicile.

B. Vacancy Bid Awards

1. Domicile vacancies shall be posted for a minimum of seven (7) days to allow Flight Attendants to update their standing vacancy bids. The vacancy posting shall include the number and type of vacancy (permanent or temporary) to be filled; the domicile at which the vacancy exists, the date on which the vacancy will be awarded, and the effective date of the vacancy award.

2. The vacancy(s), including any resultant vacancy(s), shall be awarded to the senior eligible Flight Attendant(s) indicating a preference for the domicile at which the vacancy exists, based upon the standing vacancy bids on file as of noon on the award date included in the vacancy notice. If there are insufficient bidders for the domicile where the vacancy exists, the vacancy may be filled by assigning the most junior Flight Attendant at a domicile where the Company determines there is overstaffing, or if there is no such domicile, the most junior Flight Attendant in the system (other than at the domicile where the vacancy is being filled). In lieu of junior assigning a Flight Attendant to the vacancy, the Company may, at its discretion, waive a domicile bid freeze or fill the vacancy by hiring a new Flight Attendant. The Company will consult with the Association before electing to waive a domicile bid freeze. The Flight Attendant shall be advised of the award/assignment in writing.

C. Eligibility for Vacancy Bid Awards

1. A Flight Attendant who has been in an awarded vacancy for less than six (6) months is not eligible to receive another vacancy bid award within seniority order at the company's discretion.

2. An inactive Flight Attendant is not eligible to receive a vacancy bid award unless the Flight Attendant is scheduled to return to active service by the effective date of the award. A Flight Attendant on a medical leave of absence may demonstrate eligibility by providing a note from her/his treating physician stating that the Flight Attendant will be medically able to return to active service no later than the effective date of the award.

3. After consultation with the Association the Company may waive any eligibility requirement for a vacancy bid award on a case-by-case basis.

4. A Flight Attendant awarded or assigned to fill a permanent vacancy that requires moving from one domicile to another shall normally be given not less than seven (7) days' notice from the date the award or assignment is made to report to the domicile. If a Flight Attendant is required to report to the new domicile in fewer than seven (7) days, she/he shall be paid an expense allowance in accordance with Section 7 of this Agreement from the day she/he is required to report to the new domicile up to the seventh (7th) day after notice of the award or the assignment.

D. Hardship Domicile Vacancy Awards

1. A hardship domicile vacancy may be awarded by mutual agreement between the Director of Inflight, or her/his designee, and the President/Directing Chairman of the Association, or her/his designee.

E. Initial Assignments to Newly Established Domiciles

1. The Company will post a notice of a newly established domicile at all existing domiciles as far in advance as practicable, but not less than thirty (30) days in advance of the new domicile opening. The notice will state the anticipated number of vacancies and will remain posted in the crewroom until the initial vacancies for the new domicile are filled. All active Flight Attendants will be entitled to bid for the initial vacancies in the new domicile, and the vacancies will be awarded/assigned in accordance with Section B., above.

F. Line Bidding in the New Domicile

1. A Flight Attendant who is awarded or assigned to a permanent vacancy may bid for a bid line in her/his new domicile beginning with the first complete bid period cycle in the new domicile. A Flight Attendant may bid for a line in a temporary domicile, provided the assignment to the temporary domicile is made before the close of bids in the temporary domicile and the assignment is for the entire bid period. The Company will integrate the previous bid period with the subsequent bid period as necessary. If a Flight Attendant is awarded or assigned to a domicile for less than a complete bid period (e.g., the first partial bid period if a Flight Attendant is assigned to the domicile during a bid period), the Company will assign a schedule to the Flight Attendant after consultation with the Flight Attendant. To the extent practicable, given the Company's operational needs, the goal will be to assign open flying before assigning reserve.

G. Relocation Days

1. A Flight Attendant assigned to a permanent domicile involuntarily shall have at least four (4) consecutive days free from duty for travel and relocation time within 30 days of the effective date of the transfer. The Flight Attendant and the Company shall agree upon the days. If it is necessary that the Flight Attendant miss scheduled duty during one or more of the four (4) days, there will be no reduction of the Flight Attendant's minimum monthly guarantee as a result.

H. Temporary Vacancies

1. When a temporary vacancy exists, notice will be posted as far in advance as possible, but not less than 7 days prior to the effective date of the temporary vacancy. The notice will include the domicile(s) eligible to bid for the vacancy and a mechanism for expressing a bid preference for the temporary vacancy. A temporary vacancy will be awarded in seniority order among eligible bidders. If there are insufficient bids, the most junior Flight Attendant from the domicile(s) included in the notice may be assigned to fill any remaining temporary vacancy(s).

2. If there is insufficient time to utilize the procedures set forth in Section I.1., above, a temporary vacancy(s) may be filled by assigning the most junior Flight Attendant from any other domicile selected by the Company. If this procedure is utilized, the Association will be notified as soon as practicable.

3. A notice regarding a temporary vacancy will include the duration of the vacancy, if known, the temporary domicile, and the anticipated number of temporary vacancies to be filled.

4. At the conclusion of a temporary assignment, a Flight Attendant will be allowed to resume her/his position at her/his permanent domicile unless the Flight Attendant has been displaced from the permanent domicile.

5. A Flight Attendant filling a temporary vacancy will be entitled to:

    a. per diem for each hour away from her/his permanent domicile;

    b. single occupancy lodging in the temporary domicile; and

    c. positive space transportation for the positioning of Flight Attendants in order to begin and end the temporary assignment.

I. Return to Flight Status from Non-Flying Duties

1. If a Flight Attendant engaged in non-flying duties within the Company returns to flight status, she/he will be permitted to return to the domicile to which she/he was last assigned. If the Flight Attendant does not have sufficient seniority to hold her/his previously assigned domicile, or if the domicile no longer exists, 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, provided the Flight Attendant is junior to her/him.

SECTION 12 - REDUCTION IN FORCE, FURLOUGH AND RECALL

A. Voluntary Furlough

1. A voluntary furlough shall be offered by the Company prior to or contemporaneously with any involuntary furlough. A voluntary furlough may be restricted to Flight Attendants domiciled within a certain domicile(s), and will be awarded in seniority order in domicile to those Flight Attendants who have applied for a voluntary furlough, provided such Flight Attendants meet the specified restrictions, including the number within each domicile who may be granted a voluntary furlough. Flight attendants who wish to accept a voluntary furlough will be granted a furlough on the same terms and conditions specified in this Section.

2. A Flight Attendant accepting a voluntary furlough shall be eligible for recall in seniority order.

B. Furlough and Furlough Notification

1. Furloughs will be in reverse order of seniority by domicile.

2. Each furloughed Flight Attendant will be notified of the furlough via U.S. mail/certified/return receipt requested or express mail at her/his last-filed address and via electronic mail provided the Flight Attendant has provided the Company with an e-mail address. Whenever reasonably possible, a Flight Attendant will be given fourteen (14) days' notice of the furlough. The notice period begins on the date the notice is post- marked/sent by the Company or the date of the Company's e-mail notification, whichever is earlier.

C. Recall

1. If a recall is offered, it will be offered in seniority order to Flight Attendants on furlough status by sending a written recall notice by U.S. certified mail/return receipt requested or express mail at her/his last-filed address and via electronic mail, provided the Flight Attendant has provided the Company with an e-mail address.

2. In order to help ensure that adequate Flight Attendants accept recall, the Company may notify more furloughed Flight Attendants of recall than will actually be recalled. The Company shall provide notice to the redundant recipient(s) of a recall notice that they may not be recalled if the stated number of recalled Crewmembers is achieved.

3. A Flight Attendant who has received a recall notice must contact the Company as soon as possible, but in no event later than fourteen (14) calendar days from the receipt of the recall notice, to notify the Company in writing that she/he is accepting recall, is electing to bypass, or is terminating her/his employment. Written notice must be sent directly to the Director of Inflight, or her/his designee, using one of the delivery methods set forth in Section B.1., above. A recall notice will be considered received on the date it was sent unless the Flight Attendant can show that delivery was delayed, (e.g., USPS does not operate due to natural disaster.

4. A Flight Attendant on furlough status may bypass recall without forfeiting her/his seniority rights provided there is a furloughed Flight Attendant junior to her/him on the seniority list. If a furloughed Flight Attendant bypasses recall, such Flight Attendant will not be eligible to return to duty until the next recall order is issued. However, a Flight Attendant on furlough status who elects to bypass may return (in seniority order) only as vacancies occur (i.e., no displacement/bumping is permitted).

5. A Flight Attendant on furlough status who accepts recall will not be required to report sooner than

twenty-one (21) days from the date of receipt of the recall notice. The recall notice may specify a return date.

6. If an insufficient number of Flight Attendants accept recall, a mandatory recall will be made in reverse system-wide seniority order. The Company will notify the furloughed Flight Attendant that she/he must either accept the mandatory recall or she/he will be removed from the seniority list. A Flight Attendant will have up to fourteen (14) days from the date of receipt of the mandatory recall notice in which to return to active duty.

7. A Flight Attendant on furlough status will retain her/his seniority under this Agreement until:

    a. The Flight Attendant fails to respond to a notice of recall within the time limit(s) set forth in this Section;

    b. The Flight Attendant has not been recalled from furlough within two (2) years from the date of furlough notice; or

    c. The Flight Attendant has declined or failed to respond to a mandatory recall.

    A Flight Attendant falling under Sections C.7.a. – b., above will have her/his name removed permanently from the seniority list and will not be entitled to recall.

8. A Flight Attendant on furlough status who is recalled from furlough can use her/his seniority to bid on available vacancies.

9. Each furloughed Flight Attendant must file her/his correct mailing address and telephone or cellular phone number in writing with the Company and will promptly advise the Company in writing of any subsequent change of address or telephone/cell number. This is the address to which any recall notification will be sent. If the Flight Attendant's address is a PO Box, the Flight Attendant must also have a physical address on file with the Company in order to receive notices pursuant to this Section.

D. Displacement

1. Displacements will be in inverse seniority order by base.

2. A Flight Attendant who is being displaced by the Company will be given at least seven (7) days' notice of the displacement date and the effective date of the displacement, which shall be at least seven (7) days after the displacement date, via U.S. mail/certified/return receipt requested or express mail at her/his last- filed address and via electronic mail, provided the Flight Attendant has provided the Company with an e- mail address. The notice period begins on the date the notice is post-marked/sent by the Company or the date of the Company's e-mail notification, whichever is earlier.

3. In order to give all Flight Attendants an opportunity to update their standing vacancy bids, at the same time the Company issues the displacement notice(s) it will post a notice for all Flight Attendants that a specified number of Flight Attendants are being displaced from a specified domicile(s). The posted notice will also identify the date on which the displacement award(s)/assignment(s) will be made and the effective date of the displacement(s).

4. Displacement awards/assignments, including any resultant displacement award(s)/assignment(s), shall be made based upon the Flight Attendants' standing vacancy bids in effect at noon on the displacement date. A displaced Flight Attendant will exercise her/his seniority to displace the most junior Flight Attendant in any Flight Attendant domicile, in accordance with her/his standing vacancy bid, provided

she/he is higher on the seniority list to such Flight Attendant. If a Flight Attendant has not designated adequate choices in her standing vacancy bid or if the displaced Flight Attendant does not have adequate seniority to displace any other Flight Attendant in the system, the Company may either assign that Flight Attendant to a domicile or place the Flight Attendant on furlough.

5. The Company will post the displacement award(s)/assignments(s) no later than 5:00 p.m. on the day after the displacement date.

6. Displaced Flight Attendants will be assigned a schedule at their new domicile until they are able to participate in the regular scheduled bid award process.

E. Return to Duty Following a Recall

1. After returning to line duty, a furloughed Flight Attendant will serve any remaining portion of her/his probationary period, exclusive of any time spent in required requalification training.

2. Upon recall (or upon requalification if required), a Flight Attendant will be assigned a schedule for the remainder of the bid month, and for the following bid month if the Flight Attendant was unable or failed to bid prior to returning to duty with the Company.

F. General

1. The Company may cancel a furlough or recall at any time before the effective date.

2. Except as otherwise provided for in this Agreement, a Flight Attendant shall not be paid wages, salary, guarantees or any other form of compensation for time during a furlough.

3. A Flight Attendant may be extended beyond the effective date of a furlough in order to complete a flight assignment.

4. Following a furlough, continuation of company-offered health care insurance benefits will be offered in accordance with the Company's health care plan document in effect at the time of the furlough and the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

5. A Flight Attendant who is furloughed will retain and continue to accrue seniority during the furlough. Longevity will continue to accrue for the first thirty (30) days of the Flight Attendant's furlough, but not thereafter.

SECTION 13 - LEAVES OF ABSENCE

A. Personal Leave

1. General

a. A personal leave may be requested by a Flight Attendant by completing a Request for Leave of Absence form and submitting it to the Manager of Human Resources, or her/his designee, no later than fourteen (14) calendar days before commencement of bidding for the next bid period in which the leave is requested to begin. The Company may give consideration to requests for personal leave for emergency situations where it was impossible for the Flight Attendant to provide the requisite notice.

b. It is in the Company's sole discretion whether to grant a request for a personal leave.

c. A request for a personal leave, early return from an existing leave or an extension of an existing leave will not be considered granted unless so stated in writing, specifying the starting and ending dates for the leave, extension of the leave or early return, and signed by the Manager of Human Resources, or her/his designee. A copy of the signed form will be placed in the Flight Attendant's mailbox as well as sent to the Flight Attendant via US Mail, overnight delivery, or electronically.

d. If granted, a personal leave will not exceed thirty (30) calendar days but may be extended on a case-by-case basis at the Company's discretion.

B. Medical Leave

1. General

a. A Flight Attendant who is unable to perform her/his duties because of personal illness or non-occupational injury to the Flight Attendant and/or the Flight Attendant's pregnancy may be granted a medical leave for a period of up to six (6) consecutive months.

b. Upon written request and upon further written medical evidence that the Flight Attendant cannot perform the essential functions of her/his position, a Flight Attendant may extend such leave. However, a Flight Attendant's total medical leave period may not exceed the lesser of:

i. the period of disability; or

ii. three (3) years; or

iii. the Flight Attendant's length of active service as of the commencement of the leave.

c. A medical leave must be requested by submitting a Request for Leave of Absence to leaves@commuteair.com as soon as possible after the reason for such leave is known. In addition, a Flight Attendant requesting medical leave must submit, upon request, sufficient written medical evidence, provided by a medical doctor, or the doctor's designee, that the Flight Attendant is unable to meet the essential functions of the Flight Attendant position. During the medical leave period, the Company may require re-certification that the Flight Attendant is unable to meet the essential functions of the Flight Attendant position.

d. A Flight Attendant placed on medical leave will first exhaust any accrued sick leave. Thereafter, he/she will be on unpaid medical leave.

e. All medical leaves will run concurrent with Family and Medical Leave Act ("FMLA") leave and any similar statutory leaves (e.g., state FMLA laws) that the Flight Attendant is eligible to take.

2. Medical and Maternity Leave for Pregnant Flight Attendants

a. In order to remain on flight status, the Flight Attendant must provide a medical certification to the Company that the Flight Attendant is able to meet the essential functions of the Flight Attendant position. The Company may require periodic re-certification by her healthcare provider that she can perform the essential functions of the Flight Attendant position.

b. A pregnant Flight Attendant who can no longer perform the essential functions of her position will be placed on a medical leave for the duration of the pregnancy and any period of disability following the termination of the pregnancy or childbirth. Following expiration of the medical leave or any FMLA leave following the birth of a child, the Flight Attendant may request an additional six (6) months of maternity leave for the care of her child(ren). Employees will be allowed to utilize any earned vacation and/or sick time for all or a portion, of the leave. Employees who elect to utilize earned vacation and/or sick time must inform the Company, and such pay will be for a continuous period, at the beginning of the leave.

c. For all employees who do not qualify for parental leave under Federal or State regulations, a personal Leave of Absence of up to twelve (12) weeks may be utilized for the birth or adoption of a child. Such leave shall be treated as a personal leave and granted upon request in conjunction with required certification. Employees will be allowed to utilize any earned vacation for all or a portion, of the leave. Employees who elect to utilize earned vacation must inform the Company, and such pay will be for a continuous period, at the beginning of the leave.

C. Bereavement Leave

1. When a death occurs in a Flight Attendant's immediate family, such Flight Attendant will be granted a paid bereavement leave for up to three (3) consecutive calendar days mutually agreed upon between the Flight Attendant and the Company.

2. For pay purposes, a Flight Attendant's awarded line value, shall not be reduced because of bereavement leave.

3. The term, "immediate family" applies to a Flight Attendant's immediate family (i.e., spouse, children, stepchildren, grandchildren, parents, parent-in-laws, stepparents, siblings, grandparents, grandparents in law, domestic partner, and domestic partner's parents).
4. At the discretion of the Company, an extension of bereavement leave may be granted without pay at the request of the Flight Attendant.

D. Military Leave/Reserve Duty

1. A Flight Attendant will be granted military leave for military service or reserve duty in accordance with applicable law. Military leave must be requested by submitting a Request for Leave of Absence form to the Director of Inflight, or her/his designee, as soon as practicable after the Flight Attendant becomes aware of the military service or reserve duty for which the leave is requested.

E. Return from Leave

1. A Flight Attendant's return to duty following a leave of absence must be coordinated with the Manager of Human Resources and the Director of Inflight.

2. Except as otherwise provided in this Agreement, a return from a leave of absence will be governed by applicable law and Company policy.

3. A Flight Attendant returning from a leave of absence will be returned to the domicile in which he/she was domiciled at the start of the leave provided her/his seniority permits and the domicile is still open. If the Flight Attendant cannot return to her/his domicile due to domicile closure or in situations where the Flight Attendant's seniority would not allow her/him to return, the Flight Attendant may bid to fill a vacancy at another domicile. Such transfer to the new domicile is considered a voluntary transfer in accordance with Section 11 (Filling of Vacancies).

4. A Flight Attendant returning to work following a medical leave of absence will be required to provide a return-to-duty certification from her/his healthcare provider that he/she is able to meet the essential functions of the Flight Attendant position.

F. Jury Duty Leave

1. A Flight Attendant will provide the Manager of Human Resources, or her/his designee, with a copy of the jury summons as soon as reasonably possible, but not more than 72 hours, after receipt of such document.

2. A Flight Attendant who is required to serve on jury duty will be granted a leave for that purpose.

3. A Flight Attendant's minimum monthly guarantee shall not be reduced as a result of jury duty. Such jury duty leave pay shall be offset by any amount the Flight Attendant receives from the court, excluding mileage and expenses.

4. Claims for jury duty leave pay shall be made in writing in accordance with a form to be made available by the Company.

5. As soon as practicable upon release from jury duty, a Flight Attendant shall notify the Company of her availability so that the Flight Attendant can be placed back on flying status. If a Flight Attendant on jury duty leave is excused from attendance at jury duty for more than twenty-four (24) hours, the Flight Attendant will contact the Director of Inflight, or her/his designee, to determine whether she is required to perform any duty during the period she is not performing jury duty.

6. A Flight Attendant on jury duty leave shall continue to accrue seniority, longevity, and all benefits as if she had been in active service.

G. Union Leave

1. Full-Time Union Leave

   a. Upon written request of the President Directing General Chairperson or her/his designee, Flight Attendant(s) will be granted unpaid leave to become a full-time officer of the Association. Flight Attendants accepting full time employment with the Association shall be granted a Four year leave of absence by the Company. The Company will be notified at least thirty (30) days before the commencement of, and the return date from, such leave. Thirty calendar days after

termination of employment with the Association, the employee shall report to work or forfeit their seniority.

b. A Flight Attendant granted leave pursuant to this paragraph will continue to accrue seniority and longevity. Should a Flight Attendant be granted leave pursuant to this paragraph, the Company and the Association will confer on other terms of the leave.

2. Union Business Leave

a. A Flight Attendant may submit a written request for a paid leave of absence for the performance of union business. Such request must be submitted at least seven (7) days before commencement of bidding for the next bid period in which the leave is requested to begin.

b. The Company will have the discretion to grant or deny a Union business leave request, subject to the needs of the operation.

c. If a Flight Attendant was released from a trip to obtain the leave, the Company may assign the trip to a supervisory Flight Attendant or a reserve or may publish the trip in open time. If the trip is not covered within forty-eight (48) hours prior to its scheduled departure, the trip will either be assigned to an available reserve, or if there is not an available reserve, the Company may rescind the leave, and assign it to a Flight Attendant on leave to avoid cancellation of a revenue trip. If rescinding the leave is required, notification will be made to the affected Flight Attendant and the Association, who will assist in notifying the Flight Attendant.

d. A Flight Attendant granted a leave pursuant to this paragraph shall be provided flight pay loss by the Company and continue to receive all benefits and normal accruals. The Company shall invoice the Association for such costs and shall include a 28% override to cover the costs of paying for and administering Company benefits and accruals accrued by the Flight Attendant while on flight pay loss. The Association shall pay the invoices in the normal course of its business, but not later than forty-five 45 days after receipt of the invoices.

e. A Flight Attendant on Union business leave pursuant to this paragraph that was not approved before the schedule was constructed and pre-assigned before schedule bidding shall be paid and credited the scheduled block hours for trips missed. A Flight Attendant who would have been on reserve shall be paid and credited at the rate of four (4) hours for each reserve day missed while on leave.

f. For the purposes of schedule bidding, each day of Union business leave shall be credited as 4.75 hours. Leave for Union business activities granted in advance of the preparation of the bid packet shall be pre-assigned.

g. Requests for leave pursuant to this provision shall be made in writing by the General Chairperson or her/his designee. If the request is made verbally, the request will be confirmed as soon as possible in writing.

h. Return to work from Union leave shall be coordinated with Crew Scheduling and the Director of Inflight.

H. General Leave of Absence Provisions

1. A Flight Attendant who, without prior written consent of the Company, engages in other employment while on a leave of absence will be deemed to have resigned her/his employment and the Flight

Attendant's name will be removed from the seniority list.

2. Except as otherwise provided in this Agreement, or where required by law, leaves of absence will be unpaid.

3. Travel benefits while on a leave of absence will be subject to Company policy and the policy of any applicable code share or alliance partner. The Company will make available to the Flight Attendants and the Association relevant portions of the applicable travel policies, as well as changes to those policies.

4. A Flight Attendant on a leave of absence will retain and accrue and/or utilize for pay and benefit purposes his or her seniority, longevity, sick leave, vacation, and group insurance as indicated on the chart that follows:

Leave Type	**Seniority**	**Longevity**	**Sick Leave**	**Vacation**	**Continue Group Insurance**	**Pass Travel**
Personal	Retain & Accrue	Retain - No accrual	Retain - No accrual	Retain - No accrual	Yes – up to the last day of the month when the leave begins	No**
Medical	Retain & Accrue	Retain - No accrual	No accrual	Retain - No accrual	Yes – up to the last day of the month when the leave begins	No**
Maternity	Retain & Accrue	Retain – No accrual unless in pay status	No accrual	Retain - No accrual	Yes – up to the last day of the month when the leave begins	No**
FMLA	Retain & Accrue	Retain – No accrual unless in pay status	Retain (Unless used) – No accrual unless in pay status	Retain – No accrual unless in pay status	Yes – up to the last day of the month when the leave begins	No**

Military	Retain & Accrue	Retain – Accrue per applicable law	Retain – Accrue per applicable law	Retain – Accrue per applicable law	Yes – up to the last day of the month when the leave begins then per applicable law	Applicable law
Jury	Retain & Accrue	Retain & accrue	Retain & accrue	Retain & accrue	Yes	Yes
Union Business Leave	Retain & Accrue	Retain & accrue	Retain & accrue	Retain & accrue	Yes	Yes
Union (Full Time)	Retain & Accrue	Retain & Accrue	Retain - No accrual	Retain - No accrual	Yes – up to the last day of the month when the leave begins	No**

Note: This chart is designed to be an aid to understanding the provisions of the collective bargaining agreement. The chart is not intended to provide any benefit that is not specifically conferred by the collective bargaining agreement. Where there is a conflict or disagreement between the chart and the collective bargaining agreement, the collective bargaining agreement shall control. **Employees of the Company who are on full-time union leave (Section 13.G.1.) and are full-time employees of the Association will be eligible for the same pass travel benefits as active employees, to the extent such passes are expressly permitted by the Company's mainline partner agreement(s). Where necessary, the Company will make a reasonable effort to secure this benefit.

** Determined by the policies of the Company's code share partner(s)

SECTION 14 - UNIFORMS

A. Unless otherwise provided in this Agreement, Flight Attendants will comply with all personal and uniform appearance standards and will wear the required uniform and carry the required luggage and handbag as prescribed by Inflight Policies and Procedures.

B. Each new hire Flight Attendant will be responsible for the purchase of one initial required uniform set. The cost of the initial required uniform set will be payroll deducted over a six-month period. If the Flight Attendant's employment is terminated, voluntarily or involuntarily, for any reason, or interrupted for any period greater than thirty (30) days before the cost of the uniform is repaid, the remaining balance for the initial uniform set will be taken out of her/his paycheck, unless prohibited by law. Upon successful completion of the probationary period, the Flight Attendant will be reimbursed $100.00 of their initial uniform purchases. The initial required uniform set will consist of:

Item	Male	or	Fem 1	or	Fem 2	or	Fem 3	or	Fem 4	or	Fem 5	or	Fem 6
Pant	2		1		2				1				
Skirt			1				2				1		
Dress									1		1		2
Shirt	4		4		4		4		2		2		
Scarf			1		1		1		1		1		1
Tie	1												
Belt	1		1		1				1				
Apron	1		1		1		1		1		1		1

C. Flight attendants are required to purchase their own handbag and luggage pieces. In addition, Company-approved optional uniform pieces may be purchased by the Flight Attendants at their own expense.

D. 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, it will be at the Company's expense. This paragraph applies to the items contained in the chart in Section B., above, and is subject to the following:

1. A change will not be considered a change in the required uniform style that triggers a payment under this Section D, provided the Flight Attendants are permitted to continue wearing uniform pieces purchased within twelve (12) months before they are disallowed, but before the announcement of the discontinued pieces.

2. If the Company prohibits Flight Attendants from wearing a uniform piece(s) contained in the chart in Section B., above, that was already purchased by a Flight Attendant within the timeframe contained in Section D.1., above, and such action results in a Flight Attendant being forced to purchase a substitute piece(s), the Company will be responsible for payment of one (1) of the required pieces.

For example: the Company no longer permits male Flight Attendants to wear a blue shirt with a gold stripe on the arm, and instead, now requires all male Flight Attendants to wear a white shirt with no stripes. The Company will be responsible for payment of one (1) new shirt for all male Flight Attendants who were forced to purchase the new shirt. If the male Flight Attendant has previously purchased a white shirt with no stripes and is, therefore, not forced to purchase a new shirt, he would not fall under Section D.2., above.

E. From time to time, Flight Attendants may be required by the Company to wear their own civilian clothes or different uniform pieces or other special items (e.g., t-shirt, hat or scarf that is not already part of the required uniform) pursuant to an agreement between the Company and a customer (e.g., wet lease) or for special events. Under this Section E, the different uniform pieces, or other special items not already part of the required CommuteAir uniform will be provided at no cost to the Flight Attendants by the Company, except for items already owned by the Flight Attendant, e.g., blue jeans, khakis, polo-type shirts, etc.

F. Unless otherwise prohibited by law, Flight Attendants will be responsible for the cost of replacement uniform items.

G. The Flight Attendant, upon completing twelve (12) months of active service as a Flight Attendant will be eligible for a uniform allowance of two-hundred and ten dollars ($210.00). The two-hundred and ten ($210.00) payment shall be issued through a credit at a Company-chosen vendor. However, if any law requires that the Company pay toward part or all of the required uniform, the uniform allowance will not be afforded to those Flight Attendants covered under such law. Upon termination of employment or transfer out of the Flight Attendant craft or class, the uniform allowance will be eliminated. Any Additional purchases made by the flight Attendant through the company's uniform vendor may be payroll deducted in equal installments over a six-month period.

H. If custom tailoring is required for the initial required uniform or for uniform items pursuant to Sections D. and E., above, such tailoring will be provided by the Company without cost to the affected Flight Attendants. The Company may require Flight Attendant(s) to utilize a designated vendor(s) for such tailoring, and such tailoring is limited to (1) slacks length; (2) skirt and dress hems in accordance with the Company policy; and (3) any Company-required alteration. The cost of tailoring replacement, additional or optional uniform pieces will be paid by the Flight Attendant.

I. Flight attendants may wear one current official Union insignia pin on their uniform provided such pin does not exceed the size of a quarter. Other Union-provided regalia (e.g., Guide Dogs of America; Susan G. Komen pink ribbons; red/white/blue ribbons to remember the victims of September 11, 2001, etc.) may be worn twice annually for no longer than two months. Such regalia will not contain any political message or rhetoric and will be no larger than one inch in diameter.

J. Flight attendants are responsible for all cleaning and maintenance costs of all uniform items, including those provided to the Flight Attendants pursuant to Section E. The Company has the right to require a Flight Attendant to replace or discontinue wearing uniform and luggage item(s) that do not appear to fit or be in good condition due to normal wear and tear. The cost of such replacements will be the responsibility of the Flight Attendant.

K. Any uniform clothing item torn or damaged while on duty will be repaired or replaced at the expense of the Company.

L. The Company will provide one set of wings to each new hire Flight Attendant upon successful completion of new hire training. Replacement wings will be at the expense of the Flight Attendant.

SECTION 15 - SENIORITY

A. Seniority Accrual

1. The CommuteAir System Seniority List ("seniority list") in effect on the date of the signing of this Agreement (attached hereto as Appendix A) will be the official seniority list and, thereafter, the seniority of a newly hired Flight Attendant (including transferees from another department within the Company) will commence on the first day a Flight Attendant enters training and will continue to accrue thereafter during her/his period of service with the Company, except as otherwise provided for in this Agreement. A Flight Attendant's longevity will commence concurrently with her/his seniority date and will accrue thereafter during her/his active service with the Company, excluding leaves of absence, furlough, or other periods as may be provided for in this Agreement.

2. A former CommuteAir Flight Attendant who is re-hired as a Flight Attendant will be placed on the seniority list on her/his first day of active service as a Flight Attendant following her/his rehire.

3. When two (2) or more Flight Attendants have their names placed on the seniority list on the same date, their position on the seniority list will be determined by a random drawing of numbers.

4. Except as otherwise provided for in this Agreement, seniority will govern all Flight Attendants for retention in case of reduction in force, recall from furlough, preference of vacation periods, filling of vacancies, domicile assignments, Company-offered voluntary leaves of absence, and bidding rights.

B. When Seniority Will Not Govern

1. Except as otherwise provided for in this Agreement, seniority will not in any respect govern: transfers into other departments outside of the Inflight Department, transfers into positions within the Inflight Department not covered under this Agreement (e.g., administrative positions), selection and promotion to Inflight instructor, selection and promotion to supervisory duty, assignment to non-flying duty (e.g., light duty), or special assignment duty.

C. Transfers

1. Any Flight Attendant on the seniority list who is promoted to a supervisory position within the Inflight Department will retain and continue to accrue seniority and longevity. Any Inflight supervisory employee falling under this Section C.1. who transfers to another department outside of the Inflight Department will be removed from the seniority list two (2) years from the effective date of the transfer.

2. Any Flight Attendant who transfers to a non-supervisory position within the Inflight Department that is not covered under this Agreement or who directly transfers to any position outside of the Inflight Department will retain and accrue seniority and longevity for two (2) years from the effective date of the transfer. Upon Company approval, such individuals may return to a position covered under this Agreement prior to the end of the two (2)-year period. If such an individual does not return to a position covered under this Agreement prior to the two (2)-year expiration date, her/his name will be removed from the seniority list.

3. Section E., below, also applies to employees covered under this Section C. for purposes of removal from the seniority list.

D. Protest of Seniority List

1. The official seniority list will be posted first week of January and the first week of July in each calendar

year. A covered employee is permitted to protest a seniority list only if it varies from the seniority list immediately preceding it.

2. An employee covered under this Agreement will have thirty (30) calendar days after the posting of the seniority list to protest any omission or incorrect posting affecting her/his seniority or position on the posted list. A covered employee, who fails to protest a seniority list within the time limits set forth in this paragraph, will forfeit her/his right to protest the seniority list.

3. All protests to the seniority list must be made in writing and provided to the Director of Inflight, or her/his designee, by hand-delivery, via overnight mail, via express mail, U.S. mail certified-return receipt requested, or e-mailed. Protests should not be faxed. The employee must be able to provide a form of delivery confirmation to substantiate transmission or delivery of the written protest. The Company will investigate the protest and will respond to the Flight Attendant in writing within thirty (30) calendar days.

E. Seniority Rights Forfeited

1. An employee covered under this Agreement, whose employment with the Company is permanently severed, will forfeit her/his seniority rights, and that employee's name will be removed from the seniority list. Such circumstances include, but are not limited to: resignation, discharge for cause, retirement, failure to return to active service following an authorized leave of absence, the covered employee is not recalled from furlough within two (2) years from the date of furlough, or the covered employee does not comply with policies and procedures relating to furlough and recall.

F. Probation

1. A Flight Attendant will be on probation during the first one hundred and eighty (180) days, which may be extended up to two hundred and seventy (270) days at the Company's discretion, of active service with the Company, inclusive of the initial training period, as a Flight Attendant under this Agreement. For purposes of this provision, Flight Attendants will be considered to be in active service unless on unpaid sick leave, furloughed, granted a leave of absence, or in another "no pay" status. A Flight Attendant's probation will be extended by the number of elapsed calendar days the Flight Attendant was inactive. Inactive periods of less than seven (7) consecutive workdays will not be counted. A probationary Flight Attendant may be disciplined or discharged by the Company, at its sole discretion, with or without just cause, with no resort to the grievance procedure or system board of adjustment. Probationary Flight Attendants may file non- disciplinary grievances.

G. Management Flight Attendants

1. The Company may utilize qualified Inflight Department management personnel to perform the duties of a Flight Attendant in times of extreme operational need when a seniority list Flight Attendant is not reasonably available. Operational needs may include: to prevent cancellation, delays, or to perform checking events in the absence of a qualified Flight Attendant Instructor.

SECTION 16 - INVESTIGATIONS

A. For purposes of investigatory meetings that could lead to discipline or discharge:

1. A Flight Attendant will be permitted to have a Union representative present if such representative is reasonably available. If the Flight Attendant declines Union representation, the Company will provide a waiver to document the refusal.

2. If the Union representative is not reasonably available or if the Flight Attendant declines Union representation, the Flight Attendant may request another Company Flight Attendant be present during the investigatory meeting.

3. The Flight Attendant and the Association will be advised either verbally with a follow up in writing or in writing of the date, time, and location of an investigatory meeting.

4. The Flight Attendant will be provided an opportunity to present information relevant to the investigation.

5. Following the meeting and receipt of the Flight Attendant's statement, the Company upon request by the Association will provide copies of all documents, reports, statements, or other information, including but not limited to copies of scheduling audio tapes, that the Company used or will use as a basis for the disciplining of a Flight Attendant.

B. Nothing herein will prevent the Company from holding a Flight Attendant out of service with or without pay during an investigation. Under certain circumstances, such as a criminal charge, incarceration, or a clear breach of Company policy (i.e., egregiously improper uniform) a Flight Attendant may be withheld from service without pay. Flight attendants will not be eligible for pass travel benefits while held out of service, except to attend an investigatory meeting.

C. Before beginning an investigatory meeting, the Company will inform the Flight Attendant of the identity of the subject matter 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. Discipline and Discharge

1. A documented verbal discussion, verbal counseling or verbal warning does not constitute an action of discipline.

2. Provided a Flight Attendant who has passed the probationary period makes her/himself available, she/he will not be discharged without an investigatory meeting (including Union representation in accordance with Section A.1., above).

3. A notice of discipline or discharge will be delivered to the Flight Attendant by any of the following approved methods: hand-delivery in person; U.S. certified mail/return receipt requested; or express delivery (e.g., DHL, UPS, FedEx, USPS, etc.). The notice may also be sent via electronic mail as long as it is also delivered to the Flight Attendant by one of the other approved methods. The Company will send a copy of the notice to the Association, and such notice may be sent exclusively by electronic mail.

4. Notice of all discipline and discharges shall be issued within seven (7) business days of the conclusion of the investigation and shall set forth the precise charge(s) against the Flight Attendant.

5. A Flight Attendant shall not be disciplined later than thirty (30) days from the time the Company's Human

Resource 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 this 30-day period may be extended by a period equal to the length of the period the Flight Attendant was unavailable.

6. A Flight Attendant who has passed the probationary period shall not be discharged without a pre-disciplinary meeting, with the presence of her/his Union representative, if requested, for the opportunity to present relevant information before a designated Company representative.

7. Time limits in this Section may be extended by mutual agreement.

SECTION 17 - GRIEVANCE PROCEDURE

A. Settlement of Disputes

1. The following procedures will apply to a Flight Attendant, or the Association on behalf of a Flight Attendant(s) covered by this Agreement, who has a grievance arising out of the interpretation or application of any of the provisions of this Agreement, or who believe they have been disciplined or discharged without just cause.

B. Representation

1. The Association will be represented by a properly designated IAM representative at each domicile. At Step 1, the domicile representative will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of the Agreement. The Association will advise the Director of Inflight, in writing, of the individual(s) who will serve in this capacity. The Association 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. The Association will, at all times, keep the Company advised, through written notice, of any change in authorized representatives.

C. The Grievance Process

1. Step 1:

a. Prior to filing a grievance, a Flight Attendant must make an effort to resolve any matter or event adversely affecting her/him that the Flight Attendant believes is in violation of the Agreement through an informal discussion, in person or otherwise, with the Flight Attendant's supervisor or the Director of Inflight.

b. If the Flight Attendant is not satisfied with the results of the informal discussion, the Flight Attendant may present her/his grievance to the designated Domicile Chairperson.

c. If in the Domicile Chairperson's opinion the grievance is justified, a written grievance may be filed on a prescribed form provided by the IAM which will include the grievant(s) name(s), specific action(s) disputed, including a specific and detailed description of the facts giving rise to the grievance; specific Section/paragraph of the Agreement allegedly violated and a specific description of why the stated facts indicate a violation of the provision cited; the date and location of the efforts made to resolve the grievance pursuant to Section C.1.a., above; the specific remedy sought; and the grievant(s)' signature.

d. **Discipline/Discharge:** A written grievance disputing discipline or discharge must be properly submitted in accordance with this Section to the Director of Inflight, or her/his designee, within fourteen (14) days after the date of the notice sent by the Company pursuant to Section 16.D.3.

e. **Contractual Grievances:** A written grievance concerning matters other than discipline or discharge must be properly submitted in accordance with this Section to the Director of Inflight, or her/his designee, within thirty (30) days from the time the grievant knew, or reasonably should have known, of the event(s) giving rise to the grievance.

f. A Flight Attendant will be provided a hearing upon her/his written request which should be submitted at the time the grievance is filed. Such a hearing will be scheduled within fourteen (14)

days following receipt of the grievance and hearing request. The Company will determine the hearing location.

g. Within thirty (30) days following the hearing date or of the date the grievance is submitted (if no hearing is held), the Company will provide a written decision to the grievant, with a copy to the Association.

2. Step 2:

a. If the decision at Step 1 is not satisfactory, the Domicile Chairperson may refer the matter to the District General Chairperson, who may appeal the matter to the Vice President Flight Operations, or her/his designee.

b. The appeal must be made in writing within fourteen (14) days after the date of the Company's Step 1 decision. The Company will schedule a hearing with the Association within thirty (30) days after the date of the appeal. The hearing between the Company and the District General Chairperson may be conducted in person, via telephone, video conference or other electronic means.

c. Upon mutual agreement between the Company and the Association, multiple appeals may be heard in one day.

d. Within fourteen (14) days following the hearing date, the Company will provide a written decision to the grievant, with a copy to the Association.

3. Step 3:

a. 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 (the "Board") by proper submission to the Board, with a copy to the Vice President Flight Operations, or her/his designee, within Thirty (30) days after the date of the Company's written decision in Step 2.

D. Grievance Review & Resolution Meetings

1. If there are grievances pending resolution before the System Board of Adjustment, a Company representative(s) and a Union representative(s) will periodically meet and confer at a mutually agreed-upon date and time, whether in person, via telephone, video- conference or other electronic means, for the purpose of reviewing and resolving such grievances.

E. Grievance Mediation

1. In attempt to resolve grievances pending appeal to the Board, the Company and the Union shall engage in grievance mediation with the assistance of a representative(s) of the National Mediation Board or a private mediator.

F. Time Limits:

1. Any time limits set forth in this Section for holding grievance hearings may be extended by the Company to accommodate the Flight Attendant's flight schedule.

2. If any action or decision made by the Company is not grieved or appealed by the Association or Flight Attendant within the time limits set forth in this Section, the action or decision of the Company will

become final and binding.

3. If the Company fails to render a decision within the time limits set forth in this Section, unless extended by mutual written agreement by the parties, the grievance will be considered denied and the grievance will be forwarded to the next step.

4. Unless otherwise provided in this Section, any other time limits set forth in this Section may be extended upon mutual written agreement of the parties.

5. An arbitrator shall not have the authority to toll time limits set forth in this Agreement without the mutual agreement of the parties.

G. Grievance Process – General

1. Subject to the foregoing, Flight Attendants will be entitled to have Union representation present during any step in the grievance process, except that the responsibility to make a representative available is the Association's and the exercise of this right shall not unreasonably delay any step or action called for in this Section.

2. The proper submission of grievances, grievance hearing notices, grievance hearing decisions, and grievance appeals may be accomplished by any of the following approved methods: hand-delivery in person; U.S. certified mail/return receipt requested; or express delivery (e.g., DHL, UPS, FedEx, USPS, etc.). Such submissions may also be sent via electronic mail as long as they are also delivered by one of the other approved methods.

3. Copies of all grievance hearing notices, grievance hearing decisions, and grievance appeals will be provided by the authoring party to the Flight Attendant or grievant; the Association; the Vice President Flight Operations, and the Director of Inflight, or her/his designee.

4. A probationary Flight Attendant may be disciplined or discharged by the Company, at its sole discretion, with or without just cause, and neither the Flight Attendant nor the Association shall have any resort to the grievance procedure or System Board of Adjustment. The probationary Flight Attendant will be prohibited from attempting to circumvent this provision by filing a "contractual" grievance.

SECTION 18 - SYSTEM BOARD OF ADJUSTMENT

A. Establishment

1. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Agreement and which are properly submitted to it as set forth in Section 17 which Board will be known as the "CommuteAir Flight Attendants' System Board of Adjustment" or the "Board."

B. Membership

1. The Board will be comprised of a Company Board Member, a Union Board Member, and a single neutral member (i.e., the "Neutral Chairman").

2. Each Board member will be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the Association may be affected by action taken in good faith in her/his capacity as a Board member. Board members who are employees of the Company will be granted time off for the necessary performance of their duties as a Board member in accordance with Section 13.G.

3. The Neutral Chairman shall be selected for each case from a panel of seven (7) neutrals. In selecting the Neutral Chairman, the parties will use the alternate strike method.

4. The parties will mutually agree on the original panel of neutrals. The panel will be established within forty-five (45) calendar days of the signing of this Agreement. Thereafter, neutral panel members may be replaced by mutual consent of the parties. However, in the case where neutrals who can no longer act as a neutral (e.g., death, illness, retirement) or who voluntarily remove themselves from the panel, the parties will meet in an attempt to agree on a replacement. Members of the neutral panel shall be members of the National Academy of Arbitrators and shall have significant airline case experience. No Neutral Chairman shall be selected using the alternate strike method unless there is a full panel of seven (7) neutrals available.

5. Notwithstanding the foregoing, the parties may at any time mutually agree to select a neutral who is not a member of its standing panel to sit as the Neutral Chairman for such case(s) as the parties may mutually agree.

C. Jurisdiction

1. The Board will have jurisdiction over any grievance between any Flight Attendant and the Company or the Association and the Company, with respect to discipline or out of interpretation of any of the terms of this Agreement, which constitutes a "minor dispute" under the Railway Labor Act; provided, however, that the jurisdiction of the Board will not extend to changes in hours of employment, rates of compensation or working conditions. The Board will consider any grievances properly submitted to it by the Association or the Company when such grievances have been previously submitted to, but not settled, in accordance with the grievances procedure provided for in this Agreement.

D. Submissions to the Board

1. Appeals to the Board will be made in writing with a copy of the grievance attached, and will contain the following:

a. A specific and detailed description of 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;

e. Specific provisions of the Agreement alleged to have been violated; and

f. A specific description of why the stated facts indicate a violation of the specific provision(s) of the Agreement allegedly violated;

g. The remedy sought by the appealing party.

2. Each grievance presented to the Board will be treated as a separate case, unless the parties mutually agree otherwise.

3. The order in which cases are presented to the Board shall be the order in which they were filed unless the parties mutually agree to present a case out of order. Priority shall be given to discharge cases.

E. Conduct of Hearings

1. In coordination with the Neutral Chairman, the parties will set a time and date for hearings.

2. Board hearings will normally be held at the Company's main operations base or at another location within the general vicinity of the Company's main operations base.

3. The Association will designate its representative and the Company will designate its representative. Evidence may be presented either orally, in writing, or both; provided, however, that either party remains free to argue that a particular piece of proffered evidence should be excluded entirely or given less weight.

4. The Neutral Chairman will preside at meetings and hearings of the Board and will serve as Chairman. It will be the responsibility of the Neutral Chairman to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded.

5. The Neutral Chairman, when requested by either party, may summon witnesses who may be deemed necessary by either party to the dispute, however, the number of witnesses summoned at any one time will not be greater than the number that can be spared from the Company's operation without interference with the service of the Company. The parties shall not engage in any ex parte communications with the Neutral Chairman requesting the Neutral Chairman to compel testimony or evidence. Upon request by the Company, any testimony or evidence compelled by the Neutral Chairman may be identified as confidential, in which case it shall be disclosed only to persons who execute a confidentiality agreement acceptable to the Company. The Neutral Chairman shall not have the authority to compel the attendance or testimony of a customer/passenger of the Company.

6. Witnesses may testify telephonically, provided that the party, whose witness(s) will testify telephonically, has notified the other party prior to the hearing date.

7. When it is mutually agreed that a stenographic report is to be taken of the hearing in whole or in part, the cost will be borne equally by the parties. If it is not mutually agreed that a stenographic report be taken, any stenographic report taken of such hearing made by either of the parties will be furnished to the other party, upon request, provided that the cost of such stenographic report so requested will be borne equally by the parties.

8. A majority vote of the Board is required to make a finding or a decision with respect to any dispute properly before it. Such finding or decision shall be final and binding upon the parties to such dispute.

9. The Board will render its decision in writing as promptly as possible.

F. General

1. Executive Session

   Following the hearing or at any time prior to the issuance of a final decision in the matter, upon the request of any member of the Board, the members of the Board will convene in executive session to discuss the issue(s) before it.

2. Duty to Mitigate

   In disputes involving suspension or termination of employment, a Flight Attendant will take all reasonable steps to mitigate against any loss of pay, and the Company will be entitled to offset from any back pay award for unemployment compensation, wages or other mitigating income received by the Flight Attendant.

3. Expenses - Arbitrator/Witnesses/Hearing

   a. Each party will pay the cost and expenses of its own attorneys, witnesses and Board members.

   b. Unless otherwise provided in this Agreement, all fees and expenses of the Neutral Chairman and those related to the hearing will be borne equally by the Company and the Association (e.g., hearing room rental, arbitrator fees and travel expenses, court reporter, transcript, etc.)

   c. For purposes of arbitration hearings, the grievant, board members and witnesses/representatives who are current employees of the Company may utilize "space available" transportation on the lines of the Company to the extent allowed by and in accordance with the Company's pass policy and any rules or restrictions imposed by any codeshare partner. In no case will the Company be required to pay for any fare, fee, or other cost of transportation for the grievant or the Association's representative(s), Board member(s) or witness(es).

   d. Should a hearing before the Board be postponed or canceled without mutual consent of the Company and the Association, the party postponing or cancelling will bear any and all expenses incurred by the Neutral Chairman and those related to the postponement/cancellation of the hearing (e.g., Neutral Chairman cancellation fee and travel expenses, hearing room rental, etc.).

4. Nothing herein will be construed to limit, restrict, or abridge the rights or privileges accorded to the Flight Attendants, the Company, or to their duly credited representatives, under the provisions of the Railway Labor Act.

5. Each party shall have the right to file a post-hearing brief and a reply brief in response to the brief of the other party.

SECTION 19 - BENEFITS

A. Insurance

1. All insurance benefits (life, medical, dental, etc.) that are made available to other non-management, non-represented crafts or classes of Company employees shall be made available on the same terms to Flight Attendants covered by this Agreement. The company will notify the Association of any changes to benefit coverage, deductibles, or copay amounts.

2. A Flight Attendant's monetary contribution(s) for life, short term disability, 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 monetary contributions required of any other Company employees for the same insurance.

   A Flight Attendant will not be required to contribute more than 30% of the cost for coverage under the group medical plan with the exception of HRA plans, spousal surcharges and/or smoking surcharges.

   The Company will make every attempt to keep Flight Attendant contributions as low as possible. If adjustments to above premium contributions are necessary, the Company will provide notification to the Association thirty (30) days in advance and will meet and discuss all available options.

B. Retirement

1. The Company will offer a 401k matching program as outlined below. Flight Attendants are eligible to participate the first of the month following 90 days from date of hire. At that time, deductions from their pay will automatically start unless they opt out of participating in the 401k retirement plan at 4% of their gross pay and will automatically increase by 1% each year until a Flight Attendants contribution reaches 10 %. The company will match all contributions per the following chart. Vesting is based upon years of service. They will be vested at 25% after 1 year of service, 50% at 2 years, 75% at 3 years, and 100% after 4 years of service.

Months of Active Service Completed	Company Match	Maximum Match
3-12 Months	50% up to 2%	1%
13-36 Months	50% up to 4%	2%
37-60 Months	50% up to 8%	4%
61-84 Months	50% up to 10%	5%
85-108 Months	50% up to 12%	6%
109-132 Months	50% up to 14%	7%
133+ Months	50% up to 16%	8%

2. The Company shall pay the entire administrative cost of providing retirement and survivor benefits under the 401(k) Plan. The Company will not terminate the current 401(k) Plan during the term of this Agreement.

3. Flight attendant elective contributions shall be contributed to the 401(k) Plan trust as of the earliest date on which the contributions can be reasonably segregated from the Company's general assets, but no later than the seventh business day following the month in which the Flight Attendant's elective contributions were withheld or received by the Company.

4. If any other collectively bargained work group is provided a greater Company match or an earlier vesting schedule that Company match and/or vesting schedule will be provided to the Flight Attendants.

C. Flexible and Dependent Care Spending Accounts

1. A Flight Attendant will be provided and may contribute pre-tax dollars to a Flexible Spending Account (FSA) up to the amount allowable by law, to pay for non- reimbursed health care expenses (in addition to the dollars the Flight Attendant may elect to set aside for medical and dental premiums) and pretax dollars to a Dependent Care Spending Account up to the maximum amount allowable by law to pay for dependent care expenses. The health care FSA will include a debit card feature for ease of use.

SECTION 20 - INTERNMENT, HOSTAGE, PRISONER OF WAR

A. Any Flight Attendant who, while in the performance of duties for the Company, through no fault of her/his own becomes illegally interned (e.g., jailed, confined, etc.), is held as a prisoner of war, is hijacked or is held hostage (hereafter collectively referred to as "illegally interned") will accrue seniority and longevity, and will receive the following benefits until she/he returns, is released, death is established, the Flight Attendant is declared legally dead, or as otherwise provided in this Section:

   1. The Flight Attendant will be paid her/his minimum monthly guarantee.

   2. Dependents of the Flight Attendant will continue to receive travel benefits if they were entitled to travel benefits prior to the event(s) which occurred in Section A. of this Section.

   3. Contributions that were being paid by the Flight Attendant and deducted from her/his wages will continue to be deducted from wages paid under this Section.

   4. Vacation and sick leave credit will continue to accrue.

   5. Payments made pursuant to this Section shall be subject to appropriate deductions in accordance with this Agreement, applicable law, and policies in effect at the Company, e.g., benefits payments, uniform payments, payroll-deducted items, union dues, etc.

B. If death of a Flight Attendant is established, or if there is sufficient presumption of death, all benefits set forth in Section A. (1) through (4) above will cease and death/survivor benefits, if any, will be paid.

C. If the parties are unable to confirm whether a Flight Attendant falling under this Section is alive or dead, compensation and other benefits under this Section will continue to be paid by the Company to the beneficiaries (or trust account) indicated in the Flight Attendant's letter of instruction to the Company until death/survivor benefits, if any, are paid or until a twelve-month period has passed, whichever occurs first.

D. If a Flight Attendant who has been paid death/survivor benefits pursuant to this Section is later found to be alive, she/he will receive retroactively the difference in pay between the total compensation (including death/survivor benefits) paid by the Company under this Section and the monthly amounts the Flight Attendant would have been due under this Section had the Company known she/he was alive. If the Flight Attendant remains illegally interned, monthly payments will then be resumed for the duration of illegal internment. If the death/survivor benefits are greater than the benefits provided pursuant to this Section, the Flight Attendant will reimburse the Company for the excess received.

E. If a Flight Attendant is required to reimburse, or owes, the Company pursuant to Section D., above, or any other provision of this Agreement, the Company may withhold up to twenty five percent of the monthly payments due to the Flight Attendant until such amount is paid.

F. The Company will require each Flight Attendant to execute and deliver to the Company a written direction in the form set forth in Section K., below. The monthly compensation set forth in Section A., above, will be credited to such Flight Attendant on the books of the Company and will be distributed according to written directions from the Flight Attendant.

G. If a Flight Attendant due compensation under this Section has not completed a direction as per Section F., above, or the written direction does not cover the situation, such compensation will be held in an interest-bearing account at a federally-insured financial institution until the Flight Attendant is found or released and is able to claim the compensation. In the event of the Flight Attendant's death, the proceeds of said account

will be paid to the legal representative of the Flight Attendant's estate.

H. This Section does not apply in situations where the Flight Attendant is interned/held/retained legally in another country, (e.g., held pursuant to Canada's Immigration and Refugee Protection Act) or otherwise missing.

I. The benefits provided under this Section shall be suspended during any period during which the Flight Attendant would have been furloughed or otherwise would not be in a pay status.

J. If there are competing claims for the proceeds or benefits provided pursuant to this Section, the proceeds shall be held in an interest-bearing account in the Flight Attendant's name at a financial institution of the Company's choice, pending the filing of an interpleader action to determine the proper recipient of the proceeds and/or benefits. The Company's costs, including reasonable attorneys' fees, for such interpleader action will be paid out of the proceeds. The Company shall not be obligated to pay benefits due under this Section more than once.

K. Form of Written Direction

WRITTEN DIRECTION FOR DISBURSEMENT OF BENEFITS

TO: CommuteAir (the "Company")

DATE: _____

If payment directly to me is not possible for reasons set forth in Section 20 of the collective bargaining agreement between the IAM and the Company (the "Agreement"), you are hereby directed to pay all monthly compensation due me and any other benefits stipulated in the Agreement as follows:

$_____or _____% per month to (name)_____,

(address) _____, as long as living, and thereafter to

(name) _____, (address)_____.

The balance, if any amounts accruing after the death of the persons named above will be held for me and distributed as stipulated in Section 20.G. of the Agreement.

The foregoing directions may be modified from time to time by letter addressed to the Company and signed by the undersigned. Upon receipt by the Company, any such modification will become effective.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making further duplicate payments with respect thereto.

(Signature) _____ (Print Name) _____

(Employee Number) _____ (Date) _____

SECTION 21 - UNION SECURITY AND DUES CHECK OFF

A. Conditions

1. Each Flight Attendant covered by the Agreement who fails to voluntarily acquire and maintain membership in the Association, shall be required, as a condition of continued employment, beginning sixty (60) days after her date of hire or sixty (60) days after the effective date of this Agreement, whichever occurs later, to pay to the Association each month a service charge as a contribution for the administration of the Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular dues and periodic assessments. In calculation of each non-member's monthly obligation, the Association shall allocate and adjust charges in the same manner it followed with respect to its members.

2. The provisions of this Section shall not apply to any Flight Attendant covered by the Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Association was denied or terminated for any reason other than the failure of the Flight Attendant to pay an initiation (or reinstatement) fee, dues and assessments uniformly required.

3. If a Flight Attendant covered by this Agreement is delinquent by more than sixty (60) days in the payment of initiation fees, membership dues, and assessments for members, or service charges and assessments for non-members, as applicable, the Association shall notify her/him by certified mail, return receipt requested, copy to the Company's Director of Inflight, or her/his designee, that she/he is delinquent in the payment of required fees, dues, assessments or service charges, as applicable, and is subject to discharge. Such letter shall also notify the Flight Attendant that she must remit the required payment within a period of fifteen (15) days following receipt of the notice or be discharged. The notice of delinquency required under this paragraph shall be deemed to be received by the Flight Attendant, whether or not it is personally received by her/him, on the seventh day after its postmark date of mailing, when mailed by the Association by certified mail, return receipt requested, postage prepaid to the Flight Attendant's last known address or to any other address that has been designated by the Flight Attendant for such purpose. It shall be the duty of every Flight Attendant covered by this Agreement to notify the Association's Secretary/Treasurer, District Lodge 142, with a copy to the Company's Director of Inflight, of every change in her/his home address or of an alternative address where the notice required by this paragraph can be sent and received by the Flight Attendant.

4. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the following procedure shall be employed:

    a. The Association shall give written notification to the Director of Inflight, or her/his designee, with a copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the fifteen (15) day grace period and that her/his employment as a Flight Attendant shall be determined.

    b. Within five (5) days of receipt of such notification, the Director of Inflight, or her/his designee, shall give the Flight Attendant written notification of the termination of her/his employment as a Flight Attendant which shall be effective thirty (30) days after the date that such notice is mailed by the Company. This notification shall be provided by certified mail, return receipt requested, and first-class mail. However, the Company shall not be required to terminate the employment of more than two (2) Flight Attendants pursuant to this Section in any thirty (30) day period.

5. A Flight Attendant discharged by the Company under the provisions of this Section shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of the Agreement.

6. The provisions of this Section A. shall not apply to any employee of the Company in a supervisory or managerial position or to any employee while working in any position or capacity not covered by this Agreement.

7. Union representatives who have the authority to demand the termination of any Flight Attendant under this Section shall be identified by the Association in writing via certified mail to the Director of Inflight or her/his designee.

B. Check-Off

1. The Company agrees to deduct from the pay of any Flight Attendant covered by the Agreement, and remit to the Association promptly upon such deduction, membership dues and assessments by the Association, in accordance with the Constitution and By-Laws of the Union, all as prescribed by the Railway Labor Act, as amended, provided such Flight Attendant voluntarily executes an electronic authorization to be supplied by the Association, herein called "Check-Off Form." Check-Off Forms duly executed shall be delivered to the Secretary/Treasurer, District Lodge 142.

2. The Company shall promptly provide the Association with a computerized statement in suitable electronic form at the time of each deduction pursuant to a Check-Off Form, detailing for each Flight Attendant who executed a check-off form her dues deductions, separately showing dues and specific assessments. Additionally, the Company will provide the District Lodge with an updated membership list monthly which will include name, employee number and the email address of all employees covered by this agreement if available.

3. Deductions authorized by Check-Off Forms shall begin on the first day of the month following receipt of such completed, legible, and fully executed Check-Off Forms from the Association by the manager in charge of the Company's payroll department. To be in effect for a given month, the check-off form must be received by the Company prior to the fifteenth (15th) day of the month preceding the month for which the deductions are to be effective. An example of such Check-Off Form is attached as Attachment B.

4. The Agreement shall not be construed to revoke or cancel any Check-Off Form executed prior to the effective date of the Agreement.

5. No deductions of dues or assessments shall be made from the wages of any Flight Attendant who has executed an electronic dues check off form and who has been transferred to a job not covered by the Agreement, who is on furlough, or who is on leave without pay. Upon return to work within a classification covered by the Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Section and the Railway Labor Act, as amended.

6. A Flight Attendant who has executed an electronic dues check off form and whose employment is terminated shall be deemed to have automatically revoked the assignment. If she is reemployed, further deductions of dues and assessments shall be made only upon execution and receipt of a new electronic dues check off form.

7. Collections of any back dues and assessments by the Association owed at the time of starting deductions for any Flight Attendant and collection of dues missed because the Flight Attendant's earnings were not

sufficient to cover the payment of dues and assessments by the Association for a particular pay period and the collection of dues missed because of accidental errors in the accounting procedure shall be the responsibility of the Association and shall not be subject to payroll deductions. It will be the ~~Union's~~ Association's responsibility to verify apparent errors with the individual Flight Attendant before contacting the manager in charge of the Company's payroll department.

8. Deductions of dues and assessments by the Association shall be made from each paycheck, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues and assessments by the Association shall not extend beyond the Flight Attendant's final paycheck.

9. Any notice of revocation as set forth in the check-off form must be in writing, signed by the Crewmember, and delivered to the manager in charge of the Company's payroll department, with a copy to the Association's District Lodge 142 Secretary Treasurer. Check-off forms and notices received by the Company will be date stamped on the date received and will constitute notice to the Company on the date received.

10. To the extent the Company, and/or any officer, employee or agent of the Company, is acting pursuant to verbal or written order or other instruction consistent with this Section by an actual or apparent Union representative under the terms of this Section or is acting pursuant to the provisions of this Section, the Company, and/or any officer, employee or agent of the Company, shall not be liable for and shall be held harmless from and be indemnified by the Association for any and all claims, awards, settlements or judgments, including reasonable legal fees and other costs of defending against such claims, whether or not such claims are meritorious, that may result from threatened or actual litigation or other legal action, including arbitration, by, or on behalf of, any Flight Attendant(s) by virtue of the application or interpretation of any of the terms of this Section. Such indemnification will not apply to the extent that the Association is materially adversely affected in connection with the claims sought to be indemnified if the Company has acted with gross negligence or fraud with respect to such claims.

SECTION 22 - ALCOHOL AND DRUG TESTING

A. The Company may require Flight Attendants to undergo drug, alcohol, or other substances testing as required by Company policy, applicable federal law, or regulation.

B. Flight Attendants with chemical dependency issues are encouraged to voluntarily self-disclose and seek assistance. If such Flight Attendant self discloses prior to being selected for random, reasonable suspicion, or incident/accident alcohol or drug testing, and in accordance with the provisions of this Paragraph B, the Flight Attendant will be provided the opportunity to seek treatment and rehabilitation. The Company and the Association agree to work jointly in coordinating the services of either the IAM EAP or Company EAP to provide assistance to such Flight Attendants.

C. When self-identifying, the Flight Attendant must agree, in writing, to seek evaluation for chemical dependency, complete any necessary rehabilitation treatment, and comply with all other conditions for return to service established by the Company.

SECTION 23 - DURATION

This Agreement shall become effective on Date of Ratification. It shall thereafter continue in full force and effect through Date of Ratification +4 years and shall renew itself without change through each succeeding Date of Ratification thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto one hundred and eighty (180) days, prior to Date of Ratification +4 Years, or Date of Ratification of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this DOR day of Date of Ratification

FOR COMMUTEAIR

Joel Raymond
Executive Vice-President & COO

René DeLange
Vice President Inflight & Airport Ops

Laura Prince
Vice-President - Human Resources

Jeremy Gorges
Director Employee Relations

FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

John Coveny
President-Directing General Chairperson

Jesse Wilson
General Chair

Mark Diefenbach
Negotiating Committee Member

Kayla Felix
Negotiating Committee Member

Danielle Pearce
Negotiating Committee Member