



2022 Collective Bargaining Agreement
Between

Republic Airways, Inc.

And

The Flight Attendants in the Service of

The International Brotherhood of Teamsters
Airline Division



REPUBLIC AIRWAYS 2022 FLIGHT ATTENDANT TENTATIVE AGREEMENT

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ARTICLE 1 RECOGNITION AND SCOPE

- A. Pursuant to the certification by the National Mediation Board in Case No. R-6225 dated January 3, 1994, Republic Airways (the Company) recognizes the International Brotherhood of Teamsters, Airline Division (the Union/IBT), as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.
- B. The purpose of this Agreement, in the mutual interest of the Company, the Union, and the Flight Attendants, is to provide for the operation of the Company under methods which will further to the fullest extent possible the safety of air transportation, the efficiency of operation, and the continuation of employment of Flight Attendants under conditions of reasonable working conditions and proper compensation, and the profitability of the Company. It is recognized to be the duty of the Company, the Union, and the Flight Attendants to cooperate fully for the attainment of these purposes.
- C. This Agreement supersedes all existing or previously executed agreements by and between the Company and the Union or any other labor organization or individual with respect to the rates of pay, rules, or working conditions specifically covered by the provisions of this Agreement in accordance with the provisions of the Railway Labor Act, as amended. Any and all subsequent agreements between the parties shall be reduced to writing, signed by their authorized representatives, and become a part of this Agreement.
- D. Whenever the words "Flight Attendant" are used in this Agreement, they designate and refer only to Flight Attendant(s) covered by this Agreement. It is further recognized that whenever in this Agreement Flight Attendant(s) are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female Flight Attendants.
- E. In accordance with applicable law, there shall be no discrimination by either party against any Flight Attendant because of age, race, sex, color, religion, union activity, national origin, sexual orientation, handicap, or disability that would not prevent them from safely performing the duties of a Flight Attendant.

F. Scope

This Agreement covers the Company, any subsidiary of the Company, the Company's parent, any subsidiary of the Company's parent and any future airline certificate(s) created as a subsidiary of the Company or subsidiary of the Company's parent.

1. Except as otherwise provided in this Agreement, all present and future cabin passenger service (including that international cabin service which originates or terminates within the United States or its possessions) including all charters or other utilization of aircraft by or for the Company, the Company's parent or any subsidiary of the Company or subsidiary of the Company's parent shall be performed by Flight Attendants on the Flight Attendants' System Seniority List in accordance with the terms and conditions of this Agreement or any other applicable agreement between the Company, the Company's parent or any subsidiary of the Company's parent and the International Brotherhood of Teamsters, Airline Division.
2. The Company, Subsidiary of the Company, the Company's Parent or Subsidiary of the Parent shall not establish any new airline (alter ego or otherwise) or acquire a controlling interest in any carrier whether directly or through the Parent or another Subsidiary of the Parent and maintain it as a separate carrier to avoid the terms and conditions of this Agreement. A "Controlling Interest" or "Control" means the ownership of an equity interest representing more than 50% of the outstanding capital stock of an entity or voting securities representing more than 50% of the total voting power of outstanding securities then entitled to vote generally in the election of such entity's board of directors or other governing body.
3. The Company will not transfer aircraft, routes or operating authority to its Parent, a Subsidiary of the Parent, or to a Subsidiary of the Company for the purpose of evading the terms of this Agreement. The Company will also not establish a third-party leasing device to evade the terms of this agreement.

G. Wet Lease/Dry Lease

The Company will not enter into any wet lease agreement, or contract with or for any other carrier or entities (government, military or commercial) without mutual agreement with the Union. Codeshare agreements with other air carriers do not constitute contracts subject to this provision.

1. No Flight Attendant within the bargaining unit will be reduced in status or lose any income or employee benefits while discussions are taking place or during the period of the wet lease.
2. The Union will not disagree to a wet lease solely due to the grounding of Company aircraft due to a force majeure event, i.e., governmental action or an act of nature, so long as the Company acts with due diligence to remedy the event.
3. Upon request given to the Company by the Union, the Company will provide the Union with a summary of the number of Company aircraft dry leased to another air carrier or entity pursuant to Article 1. G. At the request of the Union, it may review (at the Company's headquarters) the actual redacted dry lease documents, subject to appropriate confidentiality agreements.

H. Foreign Bases

The Company shall not establish a Flight Attendant Base outside of the 48 Contiguous United States and the District of Columbia without providing advance, written notice to and bargaining with the Union at least 60 days prior to any bid establishing such Base. Unless and until the Company and the Union reach agreement on different terms and conditions for the foreign Base operation, Flight Attendants assigned to such Base shall be covered by all terms of this Agreement. In the event that the parties cannot reach agreement on the terms and conditions of the foreign Base operation by the end of the 60 day period referenced above, the dispute shall be handled in accordance with the procedures set forth in Article 1.M of this Agreement. In any proceeding related to the enforcement of the obligations of this paragraph, the Company will not raise non- applicability of the Railway Labor Act as a defense. Disputes concerning Flight Attendants based at foreign Bases shall be heard by the System Board of Adjustment, as set forth in this Agreement, and the decision of the System Board in such cases shall be enforceable in any court of competent jurisdiction in the United States to the same extent and in the same manner as other cases arising out of interpretation and application of this Agreement.

I. Furlough Protection

1. No Flight Attendant on the Republic Airline Flight Attendant Seniority List as of the date of signing of this Agreement shall be furloughed, except as may be otherwise provided in Article 1.1.2.

2. The Company shall be excused from compliance with the provisions of Article 1.I.1 to the extent that a circumstance over which the Company does not have control is the cause of such noncompliance. The term “circumstance over which the Company does not have control” means an act of nature; a work stoppage by a union-represented employee group at the Company or at an air carrier whose designator code the Company utilizes in holding out its services to the public; grounding of a substantial number of the Company’s aircraft by a government agency or by voluntary action of the Company for safety reasons in lieu thereof; reduction in flying operations because of suppliers being unable to provide sufficient critical materials for the Company’s operations, revocation of the Company’s operating certificate(s), war, terrorism or national emergency, a pandemic, the Company being unable to retain or obtain sufficient aircraft to utilize all Flight Attendants protected from furlough, or as a result of adverse economic, market or business conditions that may directly impact the Company’s operations.
- J. Nothing in this Agreement shall prevent the Company from acquiring, establishing, or merging with another air carrier, in accordance with the procedures and safeguards prescribed by this article, provided that the Company will not acquire or establish another air carrier (alter-ego or otherwise) to replace flying performed by the Company or to avoid the terms and conditions of this Agreement.
- K. Successors
1. This Agreement shall be binding upon any successor including, but not limited to, any merged company or companies, purchaser, assign, assignee, transferee, administrator, receiver, executor and/or trustee (hereinafter “successor”), of the Company which acquires ownership and/or control of all or substantially all of the equity securities and/or assets of the Company (a “Successor Transaction”). For the purpose of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or a multi-step related transaction which closes within a 12 month period. The Company agrees to give written notice of the terms of this Agreement to a proposed successor before concluding any Successor Transaction.
2. In the event of a Successor Transaction, as defined in Article 1. K.1, the following provisions shall apply regardless of whether one or

- more than one carrier survives the transaction or whether formerly separate operations are to be integrated:
- a. Unless and until any operational merger is finally effectuated, the Company and/or the successor shall continue to recognize the Union as the representative of the pre-transaction 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. Subject to applicable securities and other laws and regulations, the Company shall review with the Union the details of any material agreements relating to a Successor Transaction in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.
- c. The Company, or the successor if different from the Company, shall continue to employ the Flight Attendants on the Republic Airline Flight Attendant System Seniority List, including any such Flight Attendants on leave or furlough status at the time of the Successor Transaction, subject to the terms of this Agreement.
- d. Where formerly separate operations eventually are to be integrated, the Flight Attendant groups shall be kept separate until their seniority lists are integrated in accordance with the requirements of this Article 1.K. During such time of separate operations, neither aircraft nor Flight Attendants shall be interchanged without the Union’s written consent.
- e. So long as the Flight Attendant groups remain separate, the rates of pay, rules and working conditions set forth in this Agreement shall be observed with respect to the Flight Attendants whose names appear on the Republic Airline Flight Attendant Seniority List.

L. Labor Protective Provisions

The Company shall not enter into any agreement to a Successor Transaction unless the other party to the transaction agrees in writing, as a condition of the transaction, to (1) provide Labor Protective Provisions for Republic Airline Flight Attendants no less favorable than the Labor Protective Provisions specified by the CAB in Sections 3 and 13 of Allegheny-Mohawk relating to fair and equitable seniority

integration; (2) assume the terms of this Article 1. L. and Article 1. K. and Article 1.M. Article 1. L. shall remain in full force and effect concurrently with this Flight Attendant Agreement and ensuing Flight Attendant Agreements.

- M. Any grievance arising under this Article 1 shall be arbitrated on an expedited basis directly before the System Board of Adjustment pursuant to Article 19 of the Agreement and the following provisions. If a mutually agreed upon arbitrator cannot be selected within three days of the submission to the System Board, an arbitrator will be selected pursuant to Article 19 of this Agreement, with selection to be completed within three days of receipt of a list of proposed arbitrators. The dispute shall be heard no later than 60 days following the submission to the System Board (subject to the availability of the arbitrator) and shall be decided no later than 30 days following conclusion of the hearing. The time limits set forth in this paragraph may be extended only by written Agreement of the Company and the Union.

**ARTICLE 2
DEFINITIONS**

1. Active Status — A Flight Attendant on the payroll of the Company and subject to work an Assignment as a Flight Attendant, or on a Paid Day Off (PDO). Any Flight Attendant who is on an Approved Leave of Absence or Furlough is not on Active Status.
2. Add — To pick up open time as provided in Article 6 to increase the Flight Attendant's scheduled credit.
3. Agreement — This Collective Bargaining Agreement between the Company and the Union, and all supplements and Letters of Agreements (LOAs) between the Company and the Union.
4. Air Carrier — Any entity that undertakes directly or by lease or other arrangement to engage in Air Transportation.
5. Air Transportation — Intrastate, interstate, or international air transportation or the transportation of persons and mail by aircraft under CFR Part 121, including wet leases for other carriers or Entities, or contracting for other Air Carriers or Entities (government, military, or commercial).
6. Aircraft — See "Equipment Type."
7. Airport Standby Reserve (ASR) — A period of time during which a Flight Attendant is required by the Company to be at or near (in accordance with Article 7) an Airport and available for a possible Assignment.
8. Approved Leaves of Absence — A Leave of Absence that has been approved or authorized by the Company either through the Human Resources department, Leave of Absence department, or the Company's approved vendor.
9. Assign — To award or schedule Duty or an Assignment.
10. Assignment (Duty Assignment) — Any requirement to be on Duty or be Available for the Company.
11. Available — A Flight Attendant on Company time, Duty, or who is not on a Leave of Absence or otherwise absent from a Day(s) of scheduled Duty.

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12. Aviation Safety Action Program (ASAP) — A joint program entered into among the Company, Union, and FAA which resolves safety issues through corrective action rather than through punishment or discipline.
 13. Award Displacement — Removal of a Flight Attendant from her Trip Pairing such as for the purpose of completing required OE or Green Experience.
 14. Base (Domicile, Home Base) — A Base is an airport where Flight Attendants are stationed. This is the place from which a Flight Attendant's Duty and Assignments are calculated to begin and end.
 15. Base Month — The designated month in which a Flight Attendant is scheduled to fulfill her annual regulatory Training/qualification requirement.
 16. Basic Uniform — An approved uniform as described in the Article 21 and the Image Guide.
 17. Bid — The Displacement Bid, Standing Bid, Monthly Line Bid, Vacation Bid, or other bid where Flight Attendants may assert their preferences, as set forth in the Agreement.
 18. Bid Period (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 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.
 19. Bid Schedule (Schedule) — A Flight Attendant's monthly schedule, which may consist of scheduled Pairings, Training, Reserve Days, contractual Days Off, and other Known Absences.
 20. Bid (Schedule) Award — A bid line awarded in accordance with the terms of this Agreement.
 21. Block Hours — See "Block-to-Block."
 22. Block Time — See "Block-to-Block."
 23. Block-In — Block-In occurs when the Aircraft comes to rest, the parking brake is set and the main cabin door is opened.
 24. Block-Out — Block-Out occurs when the main cabin door is closed and the parking brake is released, with the intent for Aircraft movement.

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25. Block-to-Block (Block-Out to Block-In) — The elapsed time between Block-Out and Block-In.
 26. Bucket System — A method of assigning open Trip Pairings by matching the Reserve Flight Attendant's days of availability to the days of the open Trip Pairing.
 27. Buffer — A limitation used by the Company in Pairing construction, Line Construction, Trip Trades, assignment of Open Time, and other transactions to provide a cushion in order to prevent a Flight Attendant from exceeding CFR limitations.
 28. Calendar Day (Day) — from 0000 to 2359 local Base time.
 29. Calendar Month — The period from the first day of, to and including the last day of each month of the year.
 30. Carryover Pairing — A Trip Pairing that begins in one Bid Period and ends in the next Bid Period.
 31. CDO Line — A Line constructed of only CDO Pairings and Days Off.
 32. Continuous Duty Overnight (CDO) — A single Duty Period that crosses over midnight and has certain rights and restrictions which are contained in Articles 6 and 24.
 33. Certificate — Air Carrier Operating Certificate issued by the FAA and the DOT.
 34. CFR — Code of Federal Regulations.
 35. Charter — An offline or online revenue passenger flight that is not a regularly scheduled flight. Extra Segments are not considered Charter Flights.
 36. Co-Terminal Base — A Base that contains more than one airport to which a Flight Attendant may be assigned duty. (e.g. John F. Kennedy/LaGuardia/ Newark, Dulles/ Washington National/ Baltimore, etc.)
 37. Company — Each of Republic Airways Inc. and any future Air Carrier created or acquired as a Subsidiary of the Parent or Company.
 38. Composite Line — A Bid Schedule utilizing Pairings not assigned to Regular Lines that may consist of Pairings, Reserve Days, Days Off and Known Absences.

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39. Credit Hour (Credit, Credit Time) — The hourly unit by which Flight Attendants will be compensated as set forth in the Agreement.
 40. Credit Window — The required hours of a Flight Attendant's Scheduled Credit Hours and Virtual Credit in a Bid Period during the Bid Process.
 41. Date of Hire — A Flight Attendant's first day of initial ground school training by the Company, as set forth in Article 9, unless otherwise mutually agreed between the Company and the Union.
 42. Date of Ratification — The date on which the Agreement is ratified by the IBT Local 135 membership and certified by the IBT Airline Division.
 43. Date of Signing — The date on which the ratified Agreement is signed by the Company and the IBT.
 44. Day — See "Calendar Day."
 45. Day Off — A Day free from all Duty required by the Company.
 46. Deadhead — A Flight Attendant flying, as a non-operating crewmember, or taking surface transportation to or from a flight or operational Assignment at the Company's direction.
 47. Displacement (n.) — Occurs when a Flight Attendant no longer has the Seniority to hold her Position at her Base due to Base closure, removal of Aircraft from her Base, or resulting from a more Senior Flight Attendant from another Base or Position taking her Position.
 48. Displacement (v.) — The process by which a Management Flight Attendant or Flight Attendant replaces another Flight Attendant.
 49. Distance Learning — Computer-based training required by the Company to be performed by the Flight Attendant.
 50. Domestic — The 48 contiguous United States of America and the District of Columbia.
 51. Domicile — See "Base."
 52. Drop — The removal of flight(s) from a Flight Attendant's schedule upon request of the Flight Attendant, with the approval of Crew Scheduling.
 53. Drug Testing — Approved testing for use of alcohol, controlled or prohibited substances, as required by the DOT, FAA or Company.

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54. Dry Lease — Any leasing or sub-leasing arrangement through which the Company agrees to transfer an Aircraft to another Entity.
 55. Duty — Any task that a Flight Attendant performs as required by the Company, including but not limited to flight Duty, pre-flight and post-flight duties, administrative work, Training, Deadhead transportation.
 56. Duty Assignment — See "Assignment."
 57. Duty Day — A Calendar Day in which a Duty Period begins and ends.
 58. Duty Period — The elapsed time beginning at the time when a Flight Attendant is required to Report for Duty or the actual Report Time, whichever is later, until the time when the Flight Attendant is Released from Duty.
 59. Electronic Flight Bag (EFB) — An electronic information management device that helps Flight Attendants to perform flight management tasks and access Company manuals.
 60. Employee Services Review Board — A review board comprised of Management from Human Resources and Labor Relations.
 61. Entity — A natural person, corporation, association, partnership, trust, or any other form for conducting business.
 62. Equipment Type (Aircraft, Equipment) — The make and model of Aircraft.
 63. Excess Aircraft — Aircraft no longer required for the Company's ongoing Capacity Purchase Agreements or other passenger service operations, whether in revenue service or as an operational spare.
 64. Extra Section — One or more revenue Segments added to the Company's Marketing Schedule beyond the normal schedule.
 65. Family Medical Leave Act (FMLA) — A United States federal law requiring covered employers to provide employees job-protected and unpaid leave for qualified medical and family reasons.
 66. Flight Attendant Support Team (FAST) — A Flight Attendant who has applied and been selected to perform special duties as outlined in Article 8.
 67. Fatigue — A physiological state of reduced mental or physical performance capability resulting from lack of sleep or increased physical activity that can reduce a Flight Attendant's alertness and ability to safely perform safety-related duties.

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68. Fatigue Management Review Team (FMRT) — The team that has oversight of the FRMP and provides recommendations during the report process.
 69. Final Advisory Letter — A letter associated with occurrences received for absences at the seventh occurrence level.
 70. Final Award (Final Bid Award) — The Schedule awarded to the Flight Attendant after Line Construction is complete.
 71. First Fly — A Reserve Flight Attendant preference submitted to the Company to assign her a trip prior to the FIFO sequence.
 72. FIFO — The method of distributing Reserve Assignments to Flight Attendants within the same bucket.
 73. Fleets — Aircraft types in service at the Company.
 74. Flight Attendant — A Company employee whose name appears on the Seniority List.
 75. Flight Attendants' System Seniority List — A list of Flight Attendants in the employ of the Company listed in order of seniority.
 76. Flight Pay — Hourly pay plus other Credits (e.g., Training, sick leave, Distance Learning, customs).
 77. Flight Pay Loss (FPL) — Reimbursement from the Union to the Company for a Flight Attendant who is performing Union business.
 78. Flight Time — See "Block-to-Block."
 79. Flying — See "Air Transportation."
 80. Foreign Base — A Base at a location that is outside the contiguous 48 United States and the District of Columbia.
 81. Furlough — The removal of a Flight Attendant from active duty and employment as a Flight Attendant with the Company due to a reduction in force, or the period of time during which such Flight Attendant has re-employment rights with the Company.
 82. Furlough Date — The Calendar Day on which the Furlough commences.
 83. Furloughed Flight Attendant List — A seniority list containing Flight Attendants on Furlough from the Company.

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84. Guaranteed Low Time Line — A Line that has a minimum guarantee of 37.5 hours and will be constructed with no less than 42 credit hours and no more than 52 credit hours.
 85. Golden Days Off (GDO) — An awarded period of time that will be a guarantee of a specific three Days Off on the Flight Attendant's monthly schedule.
 86. Green Experience — Known Flying that has been withheld from the monthly bid schedule to facilitate immediate line experience for New Hire Flight Attendants following OE.
 87. Ground Time — The time an Aircraft spends on the ground, Block-In to Block-Out, between Segments.
 88. Hard Lines — Lines which contain no periods of Reserve upon completion of the Line Construction process.
 89. Hardship Transfer — The joint approval by the Company and the Union for a Flight Attendant to vacate her Position and/or Base for extenuating personal circumstances.
 90. Headquarters Time — Local time where the Company Headquarters is located.
 91. Home of Record — The geographic location designated by a Flight Attendant for transportation purposes.
 92. Home Study — See "Distance Learning."
 93. Image Guide (Style Guide) — The Company approved appearance, uniform and accessory guide.
 94. Intermittent Family Medical Leave of Absence — Family medical leave taken intermittently in accordance with United States federal law.
 95. Initial Award (Initial Bid Award) — A Schedule consisting of known Trip Pairings, Training Days, Reserve Days, Days Off, and Known Absences.
 96. International — Any point or geographic area outside of the 48 contiguous United States and the District of Columbia.
 97. Irregular Operations (IROPS) — Non-regular operations for the airline that cause a disruption.
 98. Known Absence — Any planned Leave of Absence, Vacation, Training, or other event listed in Article 6 used in Line Construction.

- 99. Layover — See “Remain Over Night.”
- 100. Leg — See “Segment.”
- 101. Legacy Sick Bank — A bank of time converted from the former Sick Pay Bank.
- 102. Line — Any of a Regular Line, Reserve Line, Composite Line.
- 103. Line Bid — A Flight Attendant asserting her preferences for creating her Schedule for the next month.
- 104. Line Construction — The process of building Trip Pairings, Reserve Days, Days Off, Known Absences, and Pre-Awarded Assignments (e.g., Training) into a Flight Attendant’s Schedule.
- 105. Line Holder — A Flight Attendant who is awarded a Hard Line or a Composite Line.
- 106. Line Flight Attendant — A Flight Attendant who is not a Management Flight Attendant, as described in the Agreement, and who is covered by the Agreement.
- 107. Local Union — IBT Local 135.
- 108. Long Call Reserve (LCR) — A Reserve period wherein a Flight Attendant is subject to be contactable by the Company.
- 109. Longevity — The period of time a Flight Attendant has actively served as a Flight Attendant with the Company. Longevity commences on the Flight Attendant’s first day of initial ground school Training as specified in Article 9.
- 110. Management Flight Attendant — Any Officer, Director, or Manager of the Company who is qualified to be a Flight Attendant with the Company and continuously serves in the Inflight Department or in a position with direct authority over the Inflight Department.
- 111. Marketing Schedule — The scheduled Flying for the Company to perform, as provided by the Company’s partners in advance of each Bid Period.
- 112. Minimum Monthly Guarantee (MMG) — The minimum pay hours per Flight Attendant in a Month, as set forth in Article 3.
- 113. Month — See “Bid Period.”
- 114. Monthly Guarantee — See “Minimum Monthly Guarantee.”

- 115. New Aircraft — An Aircraft not currently flown at the Company on the effective date of this Agreement.
- 116. New Aircraft Type — See “New Aircraft.”
- 117. New Hire — A Company employee newly hired as a Flight Attendant and placed on the Seniority List as of her Date of Hire.
- 118. On Call — See “Available.”
- 119. Open Time (During Line Construction) — Trips not withheld under Article 6.F or not Assigned to a Flight Attendant(s) during Line Construction.
- 120. Open Time (After the Final Bid Award) — Trips not withheld under Article 6.F and flying that becomes available during the Bid Period including Trip Pairings, or portions thereof, dropped because of illness or injury, Vacations, Leaves of Absence, Training, Charters, Extra Sections, other revenue flying, or those Pairings not awarded or assigned in the Line Construction process.
- 121. Operating Experience (OE) — A requirement that must be met prior to serving as a required crewmember in accordance with CFR Part 121.434.
- 122. Operational Necessity — Actions taken by the Company after careful planning and analysis and not arbitrarily or capriciously. Examples of such reasons shall include, but are not limited to, the following: (1) to avoid a potential flight delay; (2) to avoid a potential flight cancellation; and (3) to fulfill FAA regulatory requirements.
- 123. Parent — Republic Airways Holdings Inc. or any successor of the Parent.
- 124. Pay Credit — The Credit earned by a Flight Attendant for Trip Pairings and Duty in accordance with Article 3 of the Agreement.
- 125. PDO — Paid Days Off.
- 126. PDO Bank — Accumulated PDOs.
- 127. Per Diem — The expense allowance a Flight Attendant receives from the Company for incidental expenses, (e.g., meals, tips) in accordance with this Agreement.
- 128. Position — The Flight Attendant’s Status.
- 129. Pre-Awards — Virtual Credits or Known Absences placed on a Flight Attendant’s Schedule for the next Bid Period.

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130. Probationary Period — A Flight Attendant's first nine months of active service (exclusive of Furlough or Leave of Absence) with the Company commencing with her Date of Hire.
131. Probationary Flight Attendant — A Flight Attendant who has not completed her Probationary Period.
132. Reassigned — See "Reassignment."
133. Reassignment (Reschedule, Reroute) — Any change to a Trip Pairing after it's first distribution as a final Bid Award.
134. Recall — The process from which a furloughed Flight Attendant is returned to service with the Company.
135. Recurrent Training — Periodic training required by the FAA (e.g., Distance Learning, ground school, operating procedures and knowledge) for a Flight Attendant to maintain qualification in her Position.
136. Regular Line — A Flight Attendant's monthly Bid Schedule consisting of Trip Pairings, Days Off, Known Absences and Pre-Awarded Assignments.
137. Release Time (Release) — The time when a Flight Attendant is released from Duty.
138. Remain Overnight (RON) (Layover, Overnight) — When a Flight Attendant remains at a location "overnight" from one Duty Period to the next.
139. Report Time (Report) — The time a Flight Attendant is scheduled to Report for Duty or the time she actually Reports for Duty, whichever is later.
140. Republic Airways Flight Attendants' System Seniority List — See "Seniority List."
141. Requalification — The requirements to be qualified to serve as a Flight Attendant after dequalifying.
142. Reschedule — See "Reassignment."
143. Reserve Availability Period (RAP) — A period during which the Company requires a Flight Attendant to be on Reserve.
144. Reserve Base — A Base located in an airline hub that is staffed with Reserve Flight Attendants only.

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145. Reserve Day — A Day containing a RAP or ASR.
146. Reserve Line — A schedule built by the Company in accordance with the work rules of this Agreement which consists of the days a Reserve Flight Attendant will be available for Duty and Days Off.
147. Reserve Flight Attendant — A Flight Attendant on a Reserve Day and subject to Assignment.
148. Rest — See "Rest Period."
149. Rest Period — A continuous period determined prospectively during which the Flight Attendant is free from all restraint by the Company, including freedom from present responsibility for work should the occasion arise.
150. RJET Navigator — The Republic Airways Associate handbook.
151. Schedule — See "Bid Schedule."
152. Scheduled Block Time — The scheduled time of a flight which delineates Block-to-Block.
153. Segment (Leg) — A flight typically from one airport to another airport, but can be from one airport back to the same airport.
154. Segment Time — The average of historic enroute (Block-to-Block) times between city pairs (airports) by Equipment Type, as determined pursuant to Article 3.
155. Self-Notify — The process by which a Flight Attendant accepts an Assignment from the Company without direct contact from the Company.
156. Seniority — A Flight Attendant's relative position on the Seniority List.
157. Seniority Date — The Date used to determine a Flight Attendant's Seniority.
158. Seniority List (Republic Airways Flight Attendants' System Seniority List) — The list of Flight Attendants in the employ of the Company arranged in Seniority order.
159. Short Call Reserve (SCR) — A period of time during which a Flight Attendant is assigned to a RAP with no less than a two hour call out.

160. Sick (PDO) — Pay to an eligible Flight Attendant who cannot perform her regular duties because of sickness or non-occupational injury, including maternity. May also be utilized when a Flight Attendant's presence would jeopardize the health of others because of exposure to a contagious disease. May also be utilized for the sickness of a spouse, child, or parent.
161. Slide — The process by which a Flight Attendant may move the start date of her Vacation.
162. Status — Flight Attendant.
163. Subsidiary — Any Entity that is controlled by the Company or the Parent.
164. Swap — An exchange of a Flight Attendant's Trip, or portion thereof, with a Trip, or portion thereof, from Open Time.
165. Temporary Duty (TDY) — A temporary assignment to a Base other than the Flight Attendant's permanent Base.
166. Tidying — Responsibilities include straightening of seatbelts and seatbacks, stowing of pillows / blankets, and removal of trash (excluding bodily fluids), but does not include mopping or vacuuming of floors, cleaning of lavatories, wiping down work surfaces and tray tables or other heavy cleaning.
167. Time Away From Base (TAFB) — The elapsed time a Flight Attendant is on a Trip Pairing.
168. Time Off Without Pay (TOWOP) — Unpaid time off offered by the Company at its discretion.
169. Trade — An exchange of a Flight Attendant's Trip, or portion thereof, with another Flight Attendants Trip, or portion thereof.
170. Training — A Company sponsored program of instruction required by the Company or the FARs. Examples would include Initial, Recurrent and Requalification Training, including ground school and Distance Learning and OE.
171. Trip — See "Trip Pairing."
172. Trip Pairing (Trip, Pairing) — A flight, or series of flights or Assignments that are paired together and begin and end at the Flight Attendant's Base.
173. Trip Time — See "Time Away From Base."

174. Trip Value — The total Pay Credit of a Trip.
175. Turn Time — The time spent from Block-In at an airport to the subsequent Block-Out at the same airport.
176. Unstacking — The process during Line Construction whereby a Trip Pairing is forced onto a Flight Attendant's Schedule and overrides her preferences in order to reduce uncovered Trips on a particular Day.
177. Vacancy — A Position in a particular Base in excess of the number of Flight Attendants already in that Base.
178. Vacation — An awarded block of 7 Days Off.
179. Vacation Day — A Day Off free of all Duty as a result of an awarded Vacation.
180. Virtual Credit — A placeholder with certain Credit Hours for Known Absences, as provided in the Agreement, used in Line Construction, which counts towards the Credit Window.
181. Wet Lease — An agreement with another carrier in which the Company provides an Aircraft and crew to the other carrier.
182. Written Advisory Letter — A letter associated with occurrences received for absences at the sixth occurrence level.

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ARTICLE 3 COMPENSATION

A. Pay Scale

1. Flight Attendants will be paid for Flight Time based on Status and Longevity in accordance with the hourly rates below. In computing hours for pay purposes, the actual time flown or the Scheduled Block Time, whichever is greater, will be used. The Company may increase the pay rate of any step below so long as the subsequent steps are all equal to or greater than the steps prior to that step. For example, should the Company increase a Step 1 rate more than that shown in the chart, all Flight Attendants with a lesser pay rate shall have their pay rates accordingly adjusted. For the avoidance of doubt, a Flight Attendant's base rate of pay as they move up the pay scale will not be less than her/his base pay rate at a lower step, nor will a Flight Attendant at Step 1 on the pay scale be paid a base pay rate greater than a Flight Attendant at a higher step on the pay scale.

FA	DOS	DOS +1	DOS +2	DOS +3	DOS +4
1	\$27.00	\$27.27	\$27.54	\$27.82	\$28.24
2	\$27.50	\$27.78	\$28.05	\$28.33	\$28.76
3	\$28.00	\$28.28	\$28.56	\$28.85	\$29.28
4	\$29.00	\$29.29	\$29.58	\$29.88	\$30.33
5	\$30.75	\$31.06	\$31.37	\$31.68	\$32.16
6	\$31.85	\$32.17	\$32.49	\$32.82	\$33.31
7	\$33.44	\$33.77	\$34.11	\$34.45	\$34.97
8	\$34.87	\$35.22	\$35.57	\$35.93	\$36.47
9	\$36.11	\$36.47	\$36.84	\$37.20	\$37.76
10	\$37.16	\$37.53	\$37.91	\$38.29	\$38.86
11	\$38.20	\$38.58	\$38.97	\$39.36	\$39.95
12	\$39.22	\$39.61	\$40.01	\$40.41	\$41.01
13	\$39.88	\$40.28	\$40.68	\$41.09	\$41.70
14	\$40.87	\$41.28	\$41.69	\$42.11	\$42.74
15	\$41.40	\$41.81	\$42.23	\$42.65	\$43.29
16	\$41.93	\$42.35	\$42.77	\$43.20	\$43.85

FA	DOS	DOS +1	DOS +2	DOS +3	DOS +4
17	\$42.46	\$42.88	\$43.31	\$43.75	\$44.40
18	\$42.99	\$43.42	\$43.85	\$44.29	\$44.96
19	\$43.55	\$43.99	\$44.43	\$44.87	\$45.54
20	\$44.16	\$44.60	\$45.05	\$45.50	\$46.18

2. A Flight Attendant will be paid 125% of her hourly rate for every block hour and deadhead credit, or portion thereof, exceeding 87 hours. There will be no stacking of premiums; any flights that are designated with a premium pay greater than 125% will be excluded from the calculation of the 87-hour threshold. The Company may allow stacking for designated days or Bid Periods, and will advise the Flight Attendants in advance.

B. Monthly Guarantee

1. A Flight Attendant who is available for Duty for the full month will be guaranteed a minimum of 75 hours of Flight Pay per month, except as otherwise provided in this Agreement.
2. A Flight Attendant who is unavailable for part of a month will have her guarantee prorated.

C. Pay Credit Hours (PCH) For Lineholders

A Line Holder who is available for Duty and has an Assignment will receive Pay Credit, which shall be the greater of:

1. On a day by day basis, the greater of:
 - a. Scheduled Block or Actual Block on a Leg-by-Leg basis; or
 - b. The Rescheduled/Reassigned Block Time; or
 - c. 4 hours and 12 minutes of Pay Credit (“Min Day”) guarantee; or
2. On a trip by trip basis, a Flight Attendant will receive the greater of her flight Pay Credits or one hour Pay Credit for every 4.75 (1:4.75) hours away from Base.

D. Premium Pay

The Company may designate certain Open Time Trips as Premium Pay Open Time and/or may designate certain Bid Period(s) or portion of Bid Periods eligible for Premium Pay (e.g., holidays, weekends,

1st — 15th, etc.). Premium Pay for designated Premium Pay Trips will be no less than 150% and may be increased by the Company based on operational need. Premium Pay will only be paid for Credit Hours earned during the performance of such Premium Pay flight(s) and will only be paid with respect to Flight Time.

E. Cancellation Pay Protection

1. Except for a Flight Attendant on Reserve, a Flight Attendant not otherwise Reassigned will be credited 100% of the applicable pay rate for the Leg value of all flights that are originally scheduled for the current Bid Period but subsequently cancelled from the Flight Attendant’s schedule on a Leg-by-Leg basis.
2. A Flight Attendant who has Flight Segments removed from her Schedule due to cancellation shall be available for Reassignment in accordance with Article 6.
3. A Flight Attendant will not collect pay for a cancelled or removed Leg while collecting pay for Legs Reassigned on the same day in lieu of the cancelled Legs.
4. A Flight Attendant on Reserve is not entitled to cancellation pay.
5. A Flight Attendant shall receive cancellation pay for any flight Segment removal caused by delays at a station or other operational causes.
6. A Flight Attendant shall not collect pay for flight Segments removed as a result of unavailability due to the actions of the Flight Attendant such as failure to report for Duty, commuter events, missed Trips, or Trip refusals.

F. Reassignment Pay Protection

A Lineholder who is Reassigned in accordance with Article 6, will be credited with the greater of 100% of the Leg values of the originally scheduled flights for the day or the actual Block-to-Block Leg values of the last Reassigned flights operated by the Flight Attendant on a daily basis. Originally scheduled means Flying as awarded through the Final Bid Award as modified by Trip Trades, Trip Swaps, Trip Drops, and Trip Adds¹.

¹ Greater of Original Scheduled Trip Pairing or last Reassigned Trip Pairing.

G. Deadhead Pay

1. When a Flight Attendant is required to Deadhead, she will be credited with 75 percent of the Scheduled Block Time of the Deadhead. If no Block Time is established, then the actual time will be used for Air Transportation.
2. If required to Deadhead via surface transportation (e.g. rideshare, limo, taxi, etc), she shall be credited with 75 percent of driving time, as set forth by Google Maps or equivalent, with settings to fastest route, taking traffic into consideration, and avoiding ferries and secondary streets as applicable. A day consisting solely of Deadhead to or from a flight Assignment shall be considered a work day.
3. Block Time will be adjusted for diversions or offline Deadhead flights or surface transportation operating 15 minutes or more over Scheduled Block Time, if adjustments are requested by the Flight Attendant within seven days of the Deadhead event. All requests for Deadhead Block Time adjustment should be sent to Crew Support.

H. Customs Pay

A Flight Attendant who clears Customs during an overnight Assignment will receive an 18 minute Pay Credit. There shall be one Pay Credit per overnight.

I. FAST Member

A FAST member will be paid a premium in addition to the rates above, as provided in Article 8, Flight Attendant Support Team.

J. Pay Procedures

1. Flight Attendants will be paid on a semi-monthly basis, i.e., 24 pay periods per year.
2. Flight Attendants will be paid on the 15th and the last day of each month. If the 15th or the last day of each month falls on a Saturday or Sunday, Flight Attendants will be paid on the preceding Friday. If the 15th or the last day of the month should fall on a Holiday the paycheck will be available on the work day immediately preceding the Holiday.

3. The paycheck on the 15th of the month will include any adjustments from the previous month as follows:
 - a. Per Diem expenses owed to the Flight Attendant;
 - b. Over Guarantee owed to the Flight Attendant;
 - c. Any other overages due to the Flight Attendant;
 - d. Any deductions from the previous month.
4. A Flight Attendant will be paid by direct deposit into a bank account for that Flight Attendant at a financial institution of the Flight Attendant's choice.
5. The Company may choose to send the Flight Attendant her semi-monthly pay information over one of the Company's secure systems.
6. Longevity increases will be paid as follows: The current month's Guarantee will be pro-rated from the actual Longevity date as defined in Article 9 (Seniority). All pay Over Guarantee for the month that the Longevity anniversary occurs in will be included in the paycheck on the 15th of the following month at the new rate.
7. Clerical pay errors involving \$50.00 or more shall be reconciled within five working days after it is first brought to the Company's attention. Errors of less than \$50.00 will be reconciled in the next issued paycheck.
8. When there is an overpayment to a Flight Attendant, the Company will notify the affected Flight Attendant, provide documentation and substantiation of the overpayment and arrange a mutually agreeable repayment schedule. The Company may require the Flight Attendant to authorize the Company to deduct repayment from her subsequent check(s). The minimum amount that will be collected from each pay period will be \$25.00 and the maximum amount that can be deducted from each pay period shall be \$50.00, unless the amount of overpayment exceeds \$500.00, in which case the repayment amount will not be more than 20% of the original overpayment amount per pay period. A Flight Attendant and the Company may agree to different repayment terms.

K. Reserve Compensation

1. A Reserve Flight Attendant who reports to work for assigned Duty will be credited four hours and twelve minutes per day towards

her Minimum Monthly Guarantee or the value of the Assignment, whichever is greater.

2. An Airport Standby Reserve Flight Attendant who reports to work will be credited five hours towards her Minimum Monthly Guarantee or the value of the Trip Assignment, whichever is greater.

L. Recurrent Training Pay

1. A Flight Attendant who attends a day of Recurrent Training will be credited four hours Flight Pay for each day of Recurrent Training.
2. If the Company elects to use any method of Training such as Distance Learning, to comply with FAA or Company Recurrent training requirements, a Flight Attendant will be paid and credited with one hour of Flight Pay for every two hours of FAA or Company approved Training Credit earned in Distance Learning.
3. A Flight Attendant in Training who is available for a full month, will be paid no less than the Minimum Monthly Guarantee.
4. Flight Attendants during Operating Experience Training will be paid in accordance with Article 3.A.

M. Segment Times

1. For the purposes of this Article, Segment Times will be determined using the average of historic en-route (Block-to-Block) times between city pairs by type of equipment.
2. Segment Times will be reviewed by a joint Company/Union Scheduling Committee every six months using the prior 12 months to determine whether any adjustments are to be made.
3. Adjustments will be made only when the average varies from the established Segment Time by seven and one-half percent or more, plus or minus.
4. When a new route is established for which no Segment Time has been computed in accordance with this section, the initial Segment Time will be established based upon the marketing time for that segment. After 120 days of operation, the Segment Time will be reviewed.
5. Non-scheduled flights on routes where no established Segment Time exists will be credited on the basis of actual (Block-to-Block) Flight Time.

6. "Attempts," and "Diverted" flights will be paid on the basis of actual (Block-to-Block) flight time. Taxi time, assigned by the Company to the Flight Attendant, not associated with a flight will be credited at the rate of two-tenths (0.2) hours of Flight Pay.

7. Ferry or Repositioning flights (assigned by the Company) will be paid as if the Flight Attendant is working² the flight, at her full hourly Flight Pay.

8. Data necessary for an accurate and complete review of Segment Times will be made available to the Union Scheduling Committee. After the Union representatives have had an opportunity to review the data, the Company will meet with those representatives upon request, at a mutually agreeable time, to resolve any questions or disputes. Members of the Union Scheduling Committee will not disclose any confidential or proprietary information provided pursuant to this paragraph.

N. Drug Testing

A Flight Attendant will not be called in for drug testing on a scheduled Day Off, unless required by law. If drug testing occurs at the end of a Trip Pairing, the Flight Attendant will be compensated at a rate of \$10.00 per hour, or fraction thereof, prorated for all hours on Duty after Block-In plus 15 minutes after her last Flight Segment. If the Flight Attendant is taken to an off-site facility for the drug test, the Flight Attendant will be compensated one hour of Flight Pay above her Guarantee.

O. Holiday Pay

A Flight Attendant who is assigned to flight Duty or Reserve Duty on any of the below listed Holidays will receive four hours of Flight Pay in addition to her Monthly Guarantee or Flight Pay accrued for that month.

New Years' Day

Easter Sunday

Memorial Day

Juneteenth

Independence Day

² If the Flight Attendant is Deadheading on the ferry or repositioning flight, then she will be paid Deadhead pay.

Labor Day

Thanksgiving Day

Christmas Day

P. Signing Bonuses and New Hire Incentives

With respect to signing bonuses, stipends and other New Hire incentives, the Company has the discretion to offer, and to increase or decrease, signing bonuses and/or incentives in its recruitment efforts of New Hire Flight Attendants. The Company has the discretion regarding the timing of payments of such signing bonuses and/or incentives for New Hire Flight Attendants.

Q. Productivity Bonus

The Company, in its discretion, may offer a bonus or financial incentive at any time and of any type or form to incentivize Flight Attendants to fly more hours. The Company has the discretion to determine the terms of the bonuses, or other incentives for Flight Attendants, including but not limited to the timing of payments of such bonuses and/or incentives. All active Flight Attendants will be eligible to participate in any such program.

R. New Hire Trainee Pay:

1. New Hire trainee compensation (up until the time of OE) will be at the discretion of the Company. A New Hire trainee's hourly rate will not exceed the first step rate in the pay rate chart above under paragraph A.1.
2. New Hire trainees will be entitled to the Monthly Guarantee (prorated for the first month) as provided in Article 3.B.1. and Article 3.B.2., upon the first day of the New Hire trainees' Operating Experience (OE).
3. During the New Hire trainee's OE, she will receive Flight Pay at the applicable rate in Article 3.A.1.

**ARTICLE 4
EXPENSES**

A. Accommodations

1. The Company and the Union will designate comfortable and adequate single occupancy lodging at all overnight locations (including Continuous Duty Overnights (CDO)), while a Flight Attendant is in Training away from her Base, or on temporary Duty Assignments. The Company will pay the cost of such rooms/ lodging. The Company will request rooms on the second floor or higher, with access to the room(s) available through interior hallways only. Should the Company fail to provide individual sleeping accommodations, the Company will reimburse the affected Flight Attendant(s) the actual reasonable cost of securing individual sleeping accommodations (upon submission of receipts), plus fifty dollars (\$50.00).
2. The Company will provide the Union Hotel Committee Chairman written notice within a reasonable time when it is considering an alternate or new hotel. The Union Hotel Committee will provide the Company with its comments and recommendations on any proposed changes. The Union Hotel Committee may also make recommendations to the Company at any time on current hotels.
3. The Company will make prompt inquiries into complaints related to deterioration of service, safety or cleanliness at any facility that has been approved for Layovers. Prompt remedial action will be taken in those cases where investigation affirms a deterioration of the above conditions.
4. The Company will provide adequate single occupancy hotel accommodations whenever a Flight Attendant has a scheduled Layover of five or more hours scheduled Block-In to scheduled Block-Out, or when Rescheduled for such a Layover. When delays are projected to exceed five hours, a hotel room will be provided so long as a room is available at a reasonable price.

B. Per Diem

1. Domestic: Commencing with the first day of the month following ratification of this Agreement, Flight Attendants shall be paid a

Per Diem allowance of \$2.15 per trip hour (fractions will be prorated). Thereafter, Per Diem rates shall be increased by \$0.10 every second year, effective on the second anniversary of the Date of Signing, and shall continue increasing by \$0.10 every second year through the term of this Agreement. There will be no additional increase in domestic Per Diem as of the amendable date of this Agreement.

2. International: Commencing with the first day of the month following ratification of this Agreement Flight Attendants shall be paid an International Per Diem of \$2.60 per trip hour for ground time in a location outside of the United States of greater than 90 minutes. International Per Diem shall begin at the time of Block-In at the location outside the contiguous United States and continue until the time of Block-Out from the location outside the contiguous United States. International rates shall be increased \$0.10 every second year, effective on the second anniversary date of the signing of this Agreement, and shall continue increasing every second year through the term of this Agreement. There will be no additional increase in International Per Diem as of the amendable date of this Agreement.
3. A Flight Attendant will receive Per Diem for each Trip hour (from Report Time in Base to Release Time in Base), Training away from Base, and while on Airport Standby Reserve (ASR), temporary Assignment or any other Duty away from Base assigned by the Company.
4. Per Diem will be included in the first payroll check of the following month, and will encompass all Per Diem owed for the previous month.

C. Transportation

1. The Company will provide transportation between the airport and the lodging facility. If there is no suitable eating facility at the hotel or within reasonable walking distance (taking into account environmental conditions), transportation will be provided to a restaurant. If the usual transportation from the airport to a hotel is not available within 30 minutes following Block-In, the Company will reimburse a Flight Attendant for taxi (Uber, Lyft) fare to the hotel. A Flight Attendant using a taxi (Uber, Lyft) pursuant to this paragraph must contact Crew Scheduling prior to calling for the taxi to advise them of the circumstances. The Flight Attendant must provide the Company with a receipt when

she files for reimbursement. Only one taxi (Uber, Lyft) per flight crew will be provided in these circumstances.

2. When a Flight Attendant agrees to drive her personal vehicle at the request of the Company, she will be reimbursed at the current Company mileage rate or \$0.36 per mile point to point and return, whichever is greater. A Flight Attendant will not be required to drive her personal vehicle.
3. The Company will provide travel on a booked basis when a Flight Attendant is Deadheading on-line to/from the Flight Attendant's Base and the point of her assigned Duty. If the Flight Attendant is bumped from such flight, the Company will book the Flight Attendant on the next available on-line flight in accordance with the Company's codeshare agreements.

D. General

1. The Company will pay any fee associated with local and /or toll free calls made from a Layover hotel.
2. When, due to Irregular Operations, Special Assignments, etc., a Flight Attendant incurs lodging or transportation expenses, she will be reimbursed upon presentation of receipts for such expenses, provided she requests and receives advance approval for such expenses.
3. At Base or another location of the Flight Attendant's choice where free parking is not available, the Company will pay for the cost of parking while the Flight Attendant is performing Duty. The Company will not be required to provide or pay for parking at more than one location per Flight Attendant, Co-Terminal operations notwithstanding.
4. Alternate Parking Airport
 - a. Parking at an airport location other than the Flight Attendant's Base shall be paid by the Company when:
 - i. A Flight Attendant chooses to not receive parking at her Base paid for by the Company; and
 - ii. Such parking is available at the Flight Attendant's preferred alternate parking airport.

- b. The cost to the Company of the alternate parking airport shall be limited to the amount the Company would pay for monthly parking at the Flight Attendant's Base.
 - c. A Flight Attendant must submit receipts for alternate parking reimbursement within 12 months of incurring the cost.
5. The Company will reimburse each Flight Attendant for the cost of initial or renewal passports and required visas. Expedited fees are not reimbursable by the Company. The Company shall also reimburse the Flight Attendant for any airport government charges incurred in traveling on Company business.
6. Lodging and Per Diem for New Hires
- During initial new hire training, all New Hire trainees will receive double occupancy lodging and Per Diem. The Company may provide single occupancy lodging to certain New Hire trainee classes.

ARTICLE 5

MOVING EXPENSES

A. Eligibility

The Company will pay moving expenses when a Flight Attendant is involuntarily Displaced to another Base for any reason or Recalled from Furlough to a Base other than the Base she held at the time of Furlough. Successful Vacancy bidders, Flight Attendants moving to a Base upon initial employment, and Flight Attendants making Base swaps are not entitled to moving expenses.

B. Moving Benefits

A Flight Attendant eligible under the preceding paragraph shall be entitled to:

1. Actual moving expenses by a Company approved professional mover, including packing materials, shipping and insurance, of household goods up to a total weight of 10,000 lbs. Packing, unpacking, extra insurance and storage are not covered.
2. The Company will reimburse a Flight Attendant at the current Company mileage rate or \$.36 per mile, whichever is greater, for up to two of the Flight Attendant's registered vehicles driven to the new Base, using the most direct mileage between Bases. One car may be moved prior to the move of the primary residence, and the other (or both) cars would be moved in conjunction with the actual move.
3. The Company will reimburse a Flight Attendant for meals and lodging for the Flight Attendant and her immediate family for the time required to travel to the Base. A Flight Attendant will be removed from Trips and pay protected for the Trips missed which conflict with the time allowed for travel.
 - a. A day of travel shall be considered a minimum of 350 miles by the most direct AAA mileage.
 - b. The daily allowance for meals shall be \$45.00 per day for the Flight Attendant, \$45.00 per day for the spouse traveling with the Flight Attendant, and \$25.00 per day for each dependent traveling with the Flight Attendant.

4. The Company will pay up to \$300.00 for termination and hook-up of gas and electric utilities, telephone and cable television (excluding deposits) resulting from a move to a new Base.
5. If a lease is broken as a result of moving to a new Base, and a penalty is incurred, the Company will pay the penalty not to exceed two months' rent, up to a total of \$2000.00 with proper written documentation.
6. If immediate occupancy of the new residence is impracticable because of time constraints imposed by the Company, the Company will pay meal and lodging expenses (consistent with Article 5.B.3) for up to seven days. The Flight Attendant will make every effort to minimize this expense. If the moving company reimburses the Flight Attendant for these expenses, the Company will have no obligation to make any additional payment.
7. The Company's liability for moving expenses under this Article shall not exceed \$7,000. Payment for cost of moving household goods shall be paid directly from the Company to the moving company.

C. Moving Days

A Flight Attendant who is moving her primary residence will be entitled to four consecutive Days Off (inclusive of scheduled Days Off) for a move of 700 miles or less, plus one additional day off for each 350 additional miles. These Days Off are to be taken in conjunction with the actual move. The Flight Attendant will be paid for the value of any Trip(s) missed. Moving days may not be requested during the weeks of Thanksgiving, Christmas, and New Year's. The Flight Attendant will coordinate scheduling of Days Off for moving with the Director of Inflight or her designee.

D. General

1. If a Flight Attendant elects not to move, the Company will pay the Flight Attendant \$500.00, which need not be verified by receipts. Such payment may be requested at the end of the third month following the effective date of the new Base.
2. When the Company is required to pay moving expenses, nothing in this Article is intended to prevent the Company and the Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the expenses set forth in this Article.

3. When the Company is required to pay moving expenses, the move must be coordinated with the Inflight Department. Moving expenses should be submitted within 30 days after incurring the expenses. Receipts must verify all moving expenses. The Company will not be liable for any damages incurred during moving.
4. All Company paid/reimbursed moves must be completed within one year of the effective date of the new Base assignment, or up to 18 months with an approved hardship.
5. If a Flight Attendant elects to move herself, the rental truck and/or trailer, packing materials, insurance, fuel, and \$200.00 to offset other costs not included in this paragraph, will be paid to the Flight Attendant. Total expenses shall not exceed the limit in Article 5.B.7.
6. A Flight Attendant who is eligible for Company paid moving expenses may elect to have her move paid from a location other than the Base from which the Flight Attendant is being transferred. However, the Company's financial responsibility will not exceed the cost of moving the Flight Attendant from the Base from which she transferred to her new Base.
7. A Flight Attendant's Base move that is within a 50 mile radius of the new Base is considered local in nature and will not be eligible for moving expenses under this Article.

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ARTICLE 6 SCHEDULING

A. Staffing

It is the Company's responsibility to determine adequate staffing levels taking into account all known Flying, Vacations, known approved Leaves of Absence (including, without limitation, Union Business Days), scheduled and/or anticipated Training, Company related business, attrition, retirements, and all Known Absences.

B. Scheduling Goal

The Company and the Union have agreed to the provisions of this Article with the goal that through application of the terms set out herein, the monthly Schedule and construction of Lines shall be accomplished to provide the highest amount of productivity and schedule consistency for the Flight Attendant group while at the same time producing the highest efficiency of safe operations for the Company.

C. Scheduling Committee (The Union can waive its obligations under this paragraph C)

1. The Union will establish a Union Scheduling Committee, which will meet with the Company for the purpose of facilitating the efficient operation of Article 6 and Article 7 of this Agreement. The Union Scheduling Committee will be given access to non-confidential information regarding aircraft flows, Block Time reports, scheduled Training, Vacations, Leaves of Absence and current staffing.
2. The Company will provide Union Scheduling Committee members (up to a total of six individuals) login credentials for the purpose of accessing FLICA and Crew Trac (or replacement software in either case, if applicable, here after referred to as FLICA or Crew Trac). Such access will not include the ability to alter a Flight Attendant's Schedule or change a parameter of the program. Each Union Scheduling Committee member who is granted access will execute a non-disclosure agreement and will not reveal her login credentials to any other person. The Union may request additional Crew Trac access for administering this Agreement.

3. The Company will provide updated information regarding the use of the software (e.g. software updates or changes to functionality) to Scheduling Committee members as necessary.
4. Any changes to FLICA or Crew Trac (or replacement software in either case, if applicable) shall, at a minimum, maintain the functionality and accessibility necessary to meet the requirements set forth in this Agreement. The Company will meet and confer with the Union regarding changes to FLICA and Crew Trac. If the Company considers adoption of a replacement system to FLICA or Crew Trac, the Union will participate in the evaluation of the system.
5. If due to changed circumstances (e.g. revised FAA regulations), FLICA, Crew Trac or replacement software no longer meets the requirements of this Agreement and/or regulations, the Company and the Union will mutually agree to modifications to the Agreement to accommodate the changed circumstances. If such changed circumstances take place before mutually agreed modifications are established, the Company will maintain a system that, to the extent feasible, meets the existing requirements of the Agreement. Notwithstanding a change in the software system, the Company shall comply with the requirements of this Agreement. If there is a difference between this Article and the Code of Federal Regulations (CFRs) the more restrictive requirement will be controlling.
6. The Scheduling Committee access described in Article 6.C.2 shall include the ability to review and generate reports covering the following information:
 - a. PDO time used;
 - b. Hours and Trip Pairings flown by Management Flight Attendants;
 - c. Vacations canceled by the Company;
 - d. Individual Flight Attendant Schedule history;
 - e. Daily Assignments for Reserve Flight Attendants;
 - f. Reassignments;
 - g. Trip Add, Drop, and Swap requests granted and denied.

7. The Company will cover Flight Pay Loss for up to 50 (fifty) hours per month for the Scheduling Committee Members as UNS for the purpose of Pairing Construction and Bid Awards. The UNS must be Pre-Awarded and the Union is responsible at the end of each Bid Period for correcting any Pre-Awarded UNS days/ hours that were not worked by a Scheduling Committee Member(s). All other time off taken by Union Scheduling Committee members shall be considered Union Business Days and reimbursable to the Company as per Article 12. Pre-Awarded time off as set forth above shall be credited at 5 hours per day. A member of the Union Scheduling Committee, who reviews the Lines or meets with the Company during Trip Pairing construction on a Day Off, will have the option to receive Flight Pay Loss equal to 5 hours above Guarantee, reimbursable to the Company per Article 12.
 8. The Company will provide other reasonably available and relevant information as is mutually agreed upon.
 9. The Union Scheduling Committee and the Company shall meet monthly prior to publication of the Bid information, and as necessary thereafter, to discuss the average Line Construction credit values, stacking and unstacking, and construction of the Trip Pairings.
- D. Electronic Transactions
- The Company shall provide FLICA (or replacement system) that will be the sole means for Flight Attendants to conduct the following transactions via the internet:
1. Monthly Bidding;
 2. Trip Trades with another Flight Attendant;
 3. Trip Swaps with Open Time;
 4. Open Time pickups;
 5. Vacation Bids, awards, and trades;
 6. Trip Drops;
 7. Vacancy and Displacement Bids and awards; and
 8. Recurrent Training Bidding.

E. Pairings

1. Pairing Construction

- a. It is the responsibility of the Company to prepare and publish the Trip Pairings to be bid on by the Flight Attendants. The Company and the Union Scheduling Committee will reach consensus to the extent possible as to the weight of each objective listed in Article 6.E.1.b, and other factors considered in the optimization of the Trip Pairings that should be afforded in construction of the Trip Pairings.
- b. In accordance with Article 30, the Union Scheduling Committee and the Company will meet and confer quarterly, or at such other times as mutually agreed upon, to review criteria for the construction of Trip Pairings to be used in the scheduling of Flight Attendants, taking into account appropriate factors such as historical crew planning data and Flight Attendant preferences. The Union Scheduling Committee and the Company may jointly agree to modify the criteria from time to time. The objectives for the construction of published pairings will be to:
 - i. Maximize the Flight Attendant's flight time during a given Duty period.
 - ii. Ensure the ability to carry out the marketing schedule while maintaining on time performance and schedule completion.
 - iii. Ensure that the amount of Open Time is kept to a minimum.
 - iv. Maintain a mix of pairing types, e.g. 1-day, 2-day, 3-day, 4-day, or 5-day trips only as permitted under Article 24.B.5.
 - v. Ensure stability and continuity from one Bid Period to the next.
 - vi. Provide identical Trip Pairings for all Flight Attendants operating the same aircraft to the extent possible.
2. All Trip Pairings used for the scheduling or assignment of Flight Attendants will comply with all other applicable provisions of the Agreement, unless otherwise provided for in this Agreement (e.g. philanthropic flying).

3. Special Assignment flying, including philanthropic and humanitarian flights, may not meet all of the requirements of this Agreement.
4. All Trip Pairings shall originate in Base and terminate in Base.
5. Continuous Duty Overnight Pairings (CDOs)
 - a. A CDO is a Pairing that is a single Duty Period, that has scheduled departures prior to and after midnight. All other Pairings that do not meet the CDO definition will be Awarded/Scheduled based on applicable sections of this Agreement.
 - b. CDOs will be scheduled with a maximum turn time of 2:45 or a minimum of 5:15 hours ground time, Block-in to Block-out. Where the scheduled turn time is 2:45 or less, the Duty Period will be limited to 12 hours (10 hours if the duty period begins at 2200 ET or later). Where the scheduled ground time is greater than 2:45 a hotel will be provided.
 - c. A CDO Trip Pairing shall not be scheduled for more than four legs, including Deadheads. After the ground time in Article 6.G.3.a.i.g, the Flight Attendant may have no more than two scheduled Legs returning her to her Base.
 - d. A Flight Attendant will not be required to participate in Training without her consent during the scheduled ground time on a CDO.
 - e. No Flight Attendant will be reassigned from a CDO Trip Pairing to any other Trip Pairing other than another CDO (except current Trip can be reassigned to minimum Rest).
 - f. Flights that are not scheduled as part of a CDO Line during the FLICA assigning of Lines may not be added to a CDO Trip Pairing.
 - g. CDO trips will terminate upon a Flight Attendant's first arrival at her Base, and the Flight Attendant shall not be subject to any further Duty or be subject to any Reassignment.
 - h. A Flight Attendant performing a CDO Trip Pairing will be released to Rest upon completion of that Pairing and will not be required to be available for a non-CDO assignment prior to 0500 on the following day.

- i. The Company and Union may agree to permit CDO Pairings not conforming to the above rules on a case-by-case basis.

F. Line Construction — Preferential Bidding System (PBS)

1. The following procedures will precede Line Construction:

- a. The Company will apply any Known Absence to a Flight Attendant's schedule. The Virtual Credit value of the Known Absence(s) will be reflected in the total value of the line for purposes of the line building parameters according to Article F.1.b. below.
- b. The following Virtual Credits will apply to absences that are known prior to the close of bids:

i.	Company Business	5.00 hours per day
ii.	Recurrent Training	4.50 hours per day GRS (in lieu of 2-days off after Recurrent Training)
iii.	Jury Duty	5.00 hours per day
iv.	Military Leave (2-4 days duty)	5.00 hours per day
v.	Military leave	2.80 hours per day 5 + days duty within a single Bid Period, including days off, during the leave
vi.	Medical Leave	2.80 hours per day
vii.	Workers Compensation (Medical)	2.80 hours per day
viii.	Family Medical Leave	2.80 hours per day
ix.	Personal Leave	2.80 hours per day
x.	Non-pay Status	2.80 hours per day
xi.	Furlough	2.80 hours per day
xii.	Resignation	2.80 hours per day
xiii.	Retirement	2.80 hours per day
xiv.	Travel Days for Training	4.00 hours per day
xv.	Other	2.80 hours per day
xvi.	Vacation	24 hours per week
xvii.	Entity Transfer Training	4.00 hours per day

xviii.	Union Business Days	5.00 hours per day
xix.	PDO(s)	4.00 hours per day
xx.	Golden Days (GDO)	0.00 hours per day
xxi.	TOWOP (less than a full month)	2.80 hours per day

- c. If a Flight Attendant is withheld from service by the Company at the time of Bid closing she will bid for a Schedule for the following Bid period in accordance with this section.
 - d. When awarded in a Line, Recurrent Training, Operating Experience, Union Leave or any Company Business, will not reduce a Flight Attendant's days off to less than the minimum as set forth in Article 24.
 - e. If the Union Scheduling Committee discovers an error or a violation of the Agreement in the Bid eligibility list before the Bids have been awarded, the Union Scheduling Committee will notify the Company as soon as practical. Prior to awarding the Bids, the Company will correct any error or violation that would affect the accuracy of the FLICA award.
2. Each Flight Attendant's Schedule will be constructed by the Company utilizing FLICA (or replacement system) and will be a:
- a. Hard Line; or
 - b. Guaranteed Low Time Line; or
 - c. CDO Line; or
 - d. Composite Line; or
 - e. Reserve Line.
3. FLICA will determine the number of Hard Lines constructed. If FLICA is not capable of constructing CDO Lines, Composite Lines or Reserve Lines that comply with this Agreement, the Company will construct such lines, in accordance with Article 6.E. Hard Lines, Guaranteed Low Time Lines, CDO Lines, Composite Lines, and Reserve Lines will be awarded or assigned in accordance with a Flight Attendant's Seniority and this Agreement.

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4. FLICA, in accordance with this Agreement, will construct all Lines as follows:
 - a. Minimum credit window normally set at 75 scheduled credit hours but may be set no less than 70 scheduled credit hours when necessary to facilitate Line Construction; (37.5 scheduled credit hours for Guaranteed Low Time Lines); and
 - b. Maximum window set at no more than 100 scheduled credit hours; (52 scheduled credit hours for Guaranteed Low Time Lines); and
 - c. No less than the minimum days off in Base as provided for in Article 24.
 5. The Company may withhold up to five percent of known flying in the initial Bid information that corresponds to Flying awarded to FAST members to be utilized for the purpose of conducting OE and for New Hire Green Experience. Should requirements exceed this five percent limitation, the additional time required shall be obtained through displacements pursuant to Article 6.L.
 6. Hard Lines
 - a. After the Company has completed the Regular Line Construction process utilizing FLICA (or replacement system), additional Trip Pairings will not be added to or removed from a Regular Line except as otherwise provided for in this Agreement.
 - b. A Regular or CDO Line holder will not be assigned Reserve days, nor out-of-base Trips.
 7. Guaranteed Low Time Lines (GLT)
 - a. A Guaranteed Low Time Line(s) is defined as a Line that has a minimum guarantee of 37.5 Credit Hours and will be constructed with no less than 37.5 Credit Hours and no more than 52 Credit Hours.
 - b. A Flight Attendant must have one year of active service to be eligible for GLT.
 - c. Flight Attendants who wish to become GLT Lineholders may submit written bids to Crew Planning. Subject to the limitations set out in this Article, available GLT positions will

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- d. be awarded in seniority order of the Bids on file at the time the position became available.
 - d. The Company will offer Guaranteed Low Time Line(s) in each base. At no time shall the total number of Guaranteed Low Time Line(s) offered exceed 20% of the total number of Flight Attendants in the given Base.
 - e. A Flight Attendant wishing to bid for GLT must submit her request to Crew Planning before the end of the second month prior to the month in which the start of GLT would be effective (e.g. no later than May 31 for starting GLT in July).
 - f. A designated GLT Flight Attendant's monthly schedule will be awarded by the PBS system in seniority order within Base, from her Bid submitted monthly or if no Bid was submitted a line will be awarded based on her default Bid.
 - g. If no Flight Attendants bid for GLT in a base, no Flight Attendants will be assigned to GLT in that base.
 - h. A Flight Attendant desiring to remove herself from the list of GLT Flight Attendants must give written notice to Crew Planning before the end of the second month prior to the month in which the removal is to be effective (e.g. no later than May 31 for removal from GLT for July).
 - i. If a Flight Attendant transfers to another Base, she must bid for an open GLT vacancy in her new base.
 - j. A GLT Flight Attendant is required to maintain no less than one hundred and twelve and one half (112.5) hours of pay credit per calendar quarter. A GLT holder who falls below the minimum quarterly pay credit twice within a twelve month period will be removed from GLT status and will be prohibited from bidding GLT status for one year before she is eligible to apply for GLT status.
 - k. GLT holders shall be limited to Trading and picking up of Open Time pairings such that they shall not exceed 65 credit hours per month, unless there are insufficient Reserves or volunteers to cover available Open Time. The Company will notify the Union of any situation that requires allowing GLT holders to exceed 65 Credit Hours.
 - l. GLT Holders will advance on the pay scale at the same rate as all other Flight Attendants based on Active Status.

8. CDO Lines

- a. CDO Pairings will consist of one Duty Period and will not be constructed back-to-back except within pure CDO lines
- b. A Flight Attendant on a CDO line will be scheduled Days Off in accordance with Article 24 of this Agreement. However, a Flight Attendant will not be scheduled for a block of more than three consecutive CDOs. A minimum of three Days Off will follow any block of three CDOs.

9. Composite Line

To facilitate construction of a Hard Line where due to circumstances, such as a Flight Attendant's pre-awards (e.g., Vacation, Recurrent Training, carry-over trips, etc.) or lack of Trips at her relative Seniority, prevents FLICA from building a Line for that Flight Attendant meeting the minimum credit window, a Composite Line may be built with the Trips that FLICA can assign, and Reserve days will be added to bring her to the minimum credit window.

- a. FLiCA will attempt to build any Hard Line as close to the published minimum (75:00) as possible. If the program is unable to meet the minimum and the highest line the program is able to construct is at or above 67:00, a Composite Line will be awarded. The Composite Line will contain up to two Reserve days at a virtual credit of 4:00 per Reserve day, until the line meets or exceeds the published minimum.
- b. The Reserve days will be placed on the line where the Company feels it is the most operationally advantageous, generally preceding assigned Trips, whenever possible.

10. Reserve Line Construction

- a. A Flight Attendant who is not awarded or assigned a Hard Line, Guaranteed Low Time Line, Composite Line, or CDO Line will be awarded or assigned a Reserve line.
- b. The Company will determine the type and number of Reserve Periods available in any Bid Period.
- c. A Reserve Line Schedule will contain:
 - i. Reserve Days and at least the minimum Days Off as provided for in Article 24;

ii. In Base Reserve Days;

iii. Types of Reserve (LCR, SCR);

iv. No mixing of LCR with SCR within a Bid Month, except when reserve numbers are expected to increase in a Base within a month to allow for more LCR. Mixing of RAPs during Line Construction also may occur on the first or last day of the month to account for transitions from one month to the next;

v. RAPs will be designated as AM¹ and PM;

vi. At least one block of four consecutive Days Off in a month (a Flight Attendant may waive this restriction); and

vii. No single Days Off or single Reserve days except for the first and last day of the Bid Period.

d. The Company will determine the need for Reserves as provided for in this Article for each day of the Bid Period.

e. Preferences in the bidding for Reserve periods will be awarded in accordance with Seniority among Flight Attendants in that specific position.

G. Bidding

1. Bidding Timeline

a. Bids will be awarded to qualified Flight Attendants in order of Seniority.

b. Bid Submission

i. Bid preferences shall be electronically submitted to the Company via FLICA (or replacement system).

ii. A Flight Attendant who neglects to Bid will be awarded a Schedule in accordance with what is indicated on her default Bid preference. If a Flight Attendant has not completed a default Bid preference, then the Flight Attendant will be awarded a Schedule according to FLICA.

¹ There may be more than 1 start time in AM or PM RAPs.

- iii. Each Flight Attendant shall verify the accuracy of her Pre-Awards, and notify the Company of any errors prior to the submission of her Bid.
- iv. Bidding Timeline
 - a) Flight Attendants wishing to Slide their week of PDOs, per Article 28, must request the Slide prior to 1200 on the 1st of the month prior to the Bid Period.
 - b) Recurrent Training bidding information will be posted on FLICA on or before 0900 ET on the 2nd of the month prior to the bid period. Recurrent Training bidding opens at this time.
 - c) Recurrent Training bidding will close at 0900 ET on the 6th of the month prior to the Bid Period; then
 - 1) GDO shall be awarded in accordance with Article 28, concurrent with Recurrent Training Bidding except in Late Grace Month where GDO will be awarded after the award of the Recurrent Training Bid; then
 - 2) Individual PDO Bid Awards shall be awarded in accordance with Article 28, after the awarding of GDO; then
 - 3) Recurrent Training Bid Awards, GDO Awards, and PDO Awards shall be available in Bid Information and posted as Pre-Awards by 1200 noon on the 10th of the month prior to the Bid Period. All awards shall be published.
 - d) Recurrent Training Bid awards will be available in the Bid Information and posted as Pre-Awards on a Flight Attendants bid calendar in FLICA when bidding opens for PBS.
 - e) If Pre-Awarded a Guaranteed Low Time Line, it will be reflected on the FLICA Bid.
 - f) Bid Information will be made available to all Flight Attendants at each Base at or before 0900 ET on or before the 13th of the month prior to the Bid period. PBS line Bidding opens at this time.

- g) A Flight Attendant must submit her Bid by 1000 ET on or before the 17th of the month prior to the Bid period.
- h) The Initial Awards will be posted by 1500 ET on the 20th of the month prior to the Bid period.
- i) Final Awards will be posted at 1700 ET on the 20th of the month prior to the Bid period.
- c. FLICA (or replacement system) will generate, track, and provide each Flight Attendant a unique receipt for each Bid supplied by the Flight Attendant.
- d. Build-Up Blackout
 - 1) The Build-Up Blackout is the time period in which the build-up of lines are constructed and Crew Trac is loaded with the Final Awards.
 - 2) During this time, no Trip Trades, Trip Drops, or Open Time awards for the last six days of the current month and all of the following Bid Month shall be processed. All other functions in FLICA or similar software shall remain in effect.
 - 3) During the Build-Up Blackout period, the Company and the Scheduling Committee will meet to review the Final Award.
- 2. Eligibility to Bid
 - a. Management Flight Attendants will not Bid.
 - b. A Flight Attendant who will begin a known Training event, i.e. attending New Hire Training, or entity transfer Training (from the beginning of classroom training to completion of OE) during the Bid Period may bid a Schedule for the month for that portion which she will be available.
 - c. A Flight Attendant who is projected to finish a Training event, i.e. attending New Hire Training, or entity transfer Training (from the beginning of classroom training to completion of OE) during the Bid Period may bid a Schedule for the month for that portion for which she is projected to be available. If she finishes earlier or later than projected her Line will be adjusted.

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- d. A Flight Attendant who is not expected to be available for Duty during the month (e.g., a Flight Attendant on a Leave of Absence for the entire month or with an unknown return-to-work date, or a Flight Attendant in Training for the entire month) will not be awarded a Schedule during the bidding process.
 - e. A Flight Attendant with a known return to work date for the Bid month, will be eligible to Bid for their available days of the Bid month provided the paperwork has been received and processed prior to the opening of Bids.
 - f. New Hires will be placed on the applicable Bid eligibility list for the month in which they are projected to complete Training. New Hires will then be eligible to Bid for the following month in which they are scheduled to complete Training.
 - g. Lines constructed for Flight Attendants outside the monthly FLICA Bid award shall comply with Articles 6.E. and the applicable parts of 6.F.
3. Bid Information
- a. The equipment specific Bid Information for each Base will contain the following information:
 - i. All known flying arranged in Trip Pairings including the following Schedule information:
 - a) Report and Release Times;
 - b) Pairing number;
 - c) Flight number;
 - d) Block and Credit Time of each Segment;
 - e) Block and Credit Time of the pairing;
 - f) Duty time;
 - g) Ground time;
 - h) Deadhead time;
 - i) Originating, intermediate, and terminating station;
 - j) RON information, including hotel information, surface transportation, etc;

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- k) Minimum required Rest;
 - l) Trip time (time away from base, or TAFB);
 - m) Aircraft type e.g. ERJ, MRJ, CRJ etc.
- ii. A list of Flight Attendants eligible to Bid in each Base (Bid eligibility list);
 - iii. Awarded or assigned temporary Vacancies;
 - iv. Anticipated number of Guaranteed Low Time lines.
 - v. An anticipated number of CDO, and Hard lines;
 - vi. An anticipated number of Composite and Reserve lines;
 - vii. Flight Attendant Support Team members;
 - viii. Types of Reserve (LCR, SCR) and RAP, including projected start time(s);
 - ix. A list of Flight Attendants who are due for Recurrent Training and the assigned dates, known Training assignments and applicable credit; and
 - x. All awarded and available Vacation time.
- b. Following distribution, the Union Scheduling Committee may review the Bid Information for each Base and specific equipment. The review of the Bid Information will be completed within 24 hours of its distribution.
 - c. If an error or contractual violation is found that would affect a FLICA (or replacement system) award, and if the Company and the Union determine it is necessary, the Company will reissue the affected Bid Information and may adjust the time and dates for bidding, awarding, review and distribution required for the correction.
- H. Review of Schedules
- 1. As the Line Construction process for each Position and Certificate is completed, the Company will promptly notify the Union Scheduling Committee that the Lines are ready for review.
 - 2. The Union Scheduling Committee will promptly notify the Company if it discovers an error or violation of the Agreement in

the Lines in a specific position. The Company will conduct a re-run of the Bid Award(s) if a Regular, Composite, or CDO Line does not comply with the Agreement or contains an error resulting from a discrepancy in the Bid eligibility list, an omission of a Known Absence that should have been corrected prior to the close of the bid, and/or a computer or FLICA malfunction. Any error or violation of the Agreement in a Reserve Schedule for a Position will be corrected prior to distribution of the Bid Award for that Position.

3. If the Company conducts a re-run of the Lines for a specific equipment position, the Union Scheduling Committee will expedite any additional review necessary to complete the process.
4. The Union Scheduling Committee will notify the Company immediately if it does not wish to review the Lines.
5. If the Company conducts a re-run of the Lines, the distribution of the Bid Award may be delayed but will be distributed promptly after completion of the re-run. Unless the Company and the Union agree otherwise, a re-run of a Bid Award will not be conducted once the Final Award has been distributed.

I. Open Time

1. Open Time is the time unassigned through FLICA after the publishing of the Initial Award, plus any time made available by Flight Attendants through retirements, resignation or any other absence.
2. Daily Open Time
 - a. The Company will publish all Open Time after the Final Bid Award, and update the publishing on a real-time basis. The publishing and award or assignment of Open Time to Flight Attendants shall be administered through FLICA (or replacement system), email, or over a recorded phone line upon Flight Attendant request; however, Crew Scheduling may solicit pick up of Open Time.
 - b. Open Time that becomes available during the Bid Period includes Pairings or portions thereof dropped because of illness or injury, Vacations, Training, charters, extra sections, other revenue flying or those Trip Pairings the PBS is unable to award or assign in the Line construction process. The Company may elect to place and remove RAPs in Open Time at any time.

- c. Daily Open Time not assigned or that becomes available after the Bids are awarded or assigned, may be picked up provided that such Assignment:
 - i. Does not conflict with the CFRs (Crew Scheduling may use the Company's buffers, up to 90 minutes when there is a potential for illegality under the CFRs);
 - ii. Does not conflict with any other provision of this Agreement; and
 - iii. Does not create a conflict with an existing award.
- d. The Company may, at its discretion, enact a monthly credit hour limit of 130 credit hours.
- e. Daily Open Time will be Awarded in the following order:
 - i. The Open Time/Trade Board will open no later than the 23rd at 1200 ET of each month to all Flight Attendants.
 - ii. Within the first 48 hours of the Open Time/Trade Board opening, a Flight Attendant may Swap, Drop, or Add with Daily Open Time only within her assigned base.
 - iii. After 48 hours, Open Time will be:
 - a) Awarded to any Flight Attendant submitting a request pursuant to Article 6.I.2.c. and Article 6.J.; then
 - b) Within six days prior to the start of a Trip Pairing, assigned to:
 - 1) A Reserve Flight Attendant in accordance with Article 7; then
 - 2) Assigned to a Management Flight Attendant.
- f. Requests capable of automatic approval by FLICA will be processed on a "real-time" basis.
- g. All Open Time Trips assigned by FLICA are considered self-Notification for any transaction.
- h. Daily Open Time requests shall be made on a first-come-first-served basis according to the FLICA server clock.
- i. If a request is denied, the Flight Attendant will be advised of the reason for the denial.

- j. Phone inquiries for the purpose of Adding Open Time or swapping with Open Time are only allowed after the Flight Attendant first attempts such Add or Swap with FLICA, is unsuccessful, and has emailed Crew Support for assistance.
- J. Trip Pairings: Adds, Trades, Swaps and Drops
- 1. A Flight Attendant may request to Add, Trade, Swap or Drop a Trip Pairing(s), or portions thereof.
 - 2. No Flight Attendant will be permitted to Swap or Trade a Trip Pairing for a RAP.
 - 3. A Flight Attendant may submit a request to Add a Trip Pairing(s), or portions thereof, from Open Time through FLICA.
 - 4. A Flight Attendant may submit a request to Drop, Swap, or Trade a Trip Pairing(s), or portions thereof, through FLICA no fewer than 48 hours prior to the earliest affected flight(s) in the request. If a request is submitted fewer than 48 hours in advance, the request must be made via telephone contact with Crew Scheduling. Crew Scheduling may waive the 48 hour requirement. If sufficient Reserves are available, the request would not result in a violation of the CFRs or any portion of this Agreement, and the Company does not incur additional costs, as described in Article 6.J.7., or potential operational disruption, as determined by the Company, the request may be approved. This provision does not apply to a Reserve Assignment Drop.
 - 5. A Flight Attendant who has requested a Trip Pairing Trade, Swap, or Drop will remain responsible for her original Trip Pairing or until she has been notified that the request has been approved.
 - 6. Trip Adds, Drops, Swaps, or Trades must not violate the CFRs or any portion of this Agreement, and are always subject to Reserve Availability as determined by the Company. The Company may require up to a 90-minute buffer when there is a potential for illegality under the CFRs or this Agreement. This buffer will not apply to the maximum hours in one Duty period CFR. If a Trip Add, Drop, Swap, or Trade is not approved, the Flight Attendant will be advised of the denial and the reasons for the denial.

- 7. A Flight Attendant who loses Credit from her Schedule because of a Trip Trade, Swap, or Drop will have her Guarantee adjusted as provided in Article 3 of this Agreement.
 - 8. Partial Trip Trades or Drops, or partial out of Base Trip Trades may be submitted online, but currently require approval or denial by the Company. The Company will not be required to assume any additional cost liability (e.g., hotel accommodations, Deadheading, additional Duty or Trip time, etc.) that might be associated with requests for Trades, Drops, Adds, or Swaps. If any Flight Attendant falls below four hours and twelve minutes of credit ("Min Day") as a result of a partial Trade or Swap, she/he will not be entitled to a Min Day and will be credited only for actual hours flown or the scheduled Block Hours of such flight(s), whichever is greater.
- K. RAP Adds, Trades, Swaps and Drops
- 1. A Flight Attendant may request to Add, Trade, Swap or Drop a RAP.
 - 2. A Reserve Flight Attendant cannot drop a Trip Pairing assigned under Article 6.I.2.e.iii.b.
 - 3. A Flight Attendant may submit a request to Add a RAP, from Open Time through FLICA.
 - 4. A Flight Attendant may submit a request to Drop, Swap, or Trade a RAP through FLICA no fewer than 48 hours prior to the Start of the RAP in the request. If a request is submitted fewer than 48 hours in advance, the request must be made via telephone contact with Crew Scheduling. Crew Scheduling may waive the 48 hour requirement. If sufficient Reserves are available, the request would not result in a violation of the CFRs or any portion of this Agreement, and the Company does not incur additional costs, as described in Article 6.J.7., or potential operational disruption, as determined by the Company, the request may be approved.
 - 5. A Flight Attendant who has requested a RAP Trade, Swap, or Drop will remain responsible for her original RAP until she has been notified that the request has been approved.
 - 6. RAP Adds, Drops, Swaps, or Trades must not violate the CFRs or any portion of this Agreement, does not impede reserve utilization and are always subject to reserve availability as

determined by the Company. If a RAP Add, Drop, Swap, or Trade is not approved, the Flight Attendant will be advised of the denial and the reasons for the denial.

7. A Flight Attendant who loses Credit from her Schedule because of a RAP Trade, Swap, or Drop will have her Guarantee adjusted as provided in Article 3 of this Agreement.
8. If a Line Holder has a trip that overlaps the same amount of days or greater as a Reserve's RAP block, the Flight Attendants will be allowed to swap, provided there is no operational impact with the Reserve's RAP availability.

L. Award Displacement

1. Following distribution of the Bid Award, the Company may displace a Flight Attendant from her awarded or assigned Trip Pairing(s) for the purpose of completing a required OE, or due to an equipment substitution.
2. The Company will provide as much advance notice of Displacement as is reasonably possible. The Displaced Flight Attendant will be credited with the greater value of the Trip Pairing originally assigned or the Trip Pairing(s) to which she was Reassigned. The Displaced Flight Attendant will be released from Duty as specified in Article 6.L.3.
3. The Flight Attendant who has been Displaced from a multi-day Trip Pairing shall contact Crew Scheduling for assignment after 1700 base time on the day before each day of the Trip from which she was Displaced. If Crew Scheduling has no Assignment upon contact from the Flight Attendant, then the Flight Attendant shall be given the following Day Off free from any Duty. However, a Flight Attendant is still responsible for calling Crew Scheduling on such Day Off.
4. If the Flight Attendant was originally assigned a one-day Trip Pairing, or if it is the first day of a multi-day Trip Pairing, Crew Scheduling may Assign a Trip Pairing according to the following:
 - a. If the original Report time was before 1000, then Crew Scheduling may assign a Trip Pairing that starts at the original Report time or later.

- b. If the original Report time was after 1000, then Crew Scheduling may assign a Trip Pairing that starts no earlier than two hours before the original Report time, but no earlier than 1000.

5. On subsequent days of a multi-day Trip Pairing, a Flight Attendant will not be assigned a Trip Pairing that starts earlier than 1000 unless given the Assignment two nights prior to the Assignment, without the Flight Attendant's consent.
6. The Reassignment will not be scheduled to end later than the originally assigned Trip Pairing, on the last day of a Pairing, without the Flight Attendant's consent.
7. The Displaced Flight Attendant will not be assigned any type of Reserve without her consent.
8. Management Flight Attendants may fly for the purpose of line experience, currency requirements, operational reasons, and/or management purposes². If a Flight Attendant is displaced due to this paragraph, the Flight Attendant shall be pay protected for the affected Flying and shall not be subject to Reassignment for the period of Displacement. When possible, Displacement will occur in Seniority order among the Flight Attendants on the selected flight(s).

M. Reassignment

1. For purposes of this Agreement, a Reassignment means any change to a Trip Pairing after its first distribution as a Final Bid Award.
2. In Base (This provision M. 2. may be waived at the Flight Attendant's discretion)

A Flight Attendant may be Reassigned to alternate flight(s) while she is in Base, provided:

- a. The new Assignment is for the same day(s) as originally scheduled; and
- b. She is not required to Report any earlier than her original Trip Pairing scheduled Report time; and

² Management purposes includes rewarding high performing Flight Attendants.

- c. She is scheduled to be released from Duty at her Base by no more than two hours later than the originally-scheduled Release time.
 - d. The Flight Attendant will be notified of a Reassignment as soon as practicable. The change will be put on her schedule and the Flight Attendant put on the not notified list. If a Flight Attendant is notified of a Reassignment fewer than two hours prior to her original scheduled Report time her Duty time calculation will start at the original scheduled Report time.
3. Out of Base (This provision M.3. may be waived at the Flight Attendant's discretion)
- a. A Flight Attendant may be Reassigned to alternate flights while she is out of Base; provided
 - b. The new Assignment is for the same day(s) she was originally scheduled; and
 - c. The Flight Attendant is scheduled to return to her Base no more than two hours later than her originally scheduled Release time at Base, unless due to weather or IROPS. In such cases, the Flight Attendant must stay with the airplane and not cause the airplane to be stranded without crew.
4. A Line Holder may not be involuntarily Reassigned to Reserve Duty. If, however, a Line Holder accepts Reassignment to Reserve Duty, she will be released from Reserve no later than her originally-scheduled Release time. If the Flight Attendant is given an Assignment during this Reserve Availability Period, the Flight Attendant will be released in Base no later than the originally-scheduled Release time.
5. A Flight Attendant (Line Holder or Reserve) will not be scheduled or Rescheduled into any of her Days Off for any reason except for weather, mechanical or ATC delay directly related to that Flight Attendant's last flight, unless the Flight Attendant consents. The Company may not schedule or Reschedule a Flight Attendant into a day off due to insufficient staffing unless the Flight Attendant consents. Flight Attendants Rescheduled into a Day Off (Line Holder or Reserve) will be given the option of receiving Day Off pay pursuant to Article 3, or, in the case a Flight Attendant is Rescheduled causing her to go below her minimum

- Days Off, have the option of having that Day Off restored in the current or following month.
6. During IROPS, Trip Pairings on consecutive days may be combined up to a resulting six-day Trip Pairing if a Flight Attendant cannot return to her Base, prior to starting of the next Pairing.
- N. Illness and Injury
1. A Line Holder who is unable to begin or complete an Assignment or portion thereof because of illness or injury will notify Crew Scheduling immediately and will be removed from the Assignment. The Flight Attendant will be considered absent for the remaining duration of the applicable Trip Pairing or Assignment unless the Flight Attendant calls in well, or has specified the duration of her absence. If the Assignment was a Trip Pairing and the Trip Pairing has commenced, it will normally be assigned to a Reserve Flight Attendant.
 2. A Reserve Flight Attendant who is unable to begin or complete an Assignment or portion thereof because of illness or injury will immediately notify Crew Scheduling in accordance with this Agreement.
 3. A Line Holder who has called in sick on a multiple day Trip Pairing and who is subsequently able to return to flying prior to the completion of the original scheduled Trip Pairing, will notify Crew Scheduling of her ability to return to work.
 - a. The Line Holder will coordinate her return to the Trip Pairing with Crew Scheduling and will be allowed to return to the Trip Pairing at the first opportunity following notification, that the Trip Pairing transits her Base, provided the Pairing has not been Assigned to another Flight Attendant on her Day Off;
 - b. If the Line Holder is not able to return to her Trip Pairing because it does not transit her Base or it has been Assigned to another Flight Attendant on her Day Off, she will be afforded the following options:
 - i. The Flight Attendant may be Assigned a Trip Pairing that is at her Base during the original Trip Pairing period; or

- ii. Remain on Sick (PDO) for the duration of her Pairing; or
- iii. The Company may offer to place the Flight Attendant on a RAP and be credited the greater of four hours Pay Credit for each day on Reserve or the value of any Trip Pairing assigned while on Reserve, whichever is greater³.

O. General

1. If two Flight Attendants within the same specific equipment are scheduled to fly and Report for the same Trip Pairing, the Flight Attendant who was awarded or assigned the Trip Pairing as part of her monthly Bid Award will fly the Trip Pairing. If the Trip Pairing was not awarded or assigned to either Flight Attendant as part of her monthly Bid Award, the more senior Flight Attendant will choose whether she wishes to fly the Trip Pairing. The Flight Attendant not flying the Pairing will be considered Displaced in accordance with Article 6.L.
2. A Duty period will be considered to have terminated on the same day it commenced should it actually terminate prior to 0200 the following day.
3. On aircraft requiring more than one Flight Attendant, working positions on the aircraft will be chosen by Seniority.
4. Flight Attendants based outside of the United States will be subject to this Agreement as provided in Article 1.E. and applicable law.
5. Upon the agreement of Crew Scheduling, a Flight Attendant may be released from a Deadhead that begins and/or ends the pairing. If permitted, such release will be without penalty to her compensation.
6. In the event the flight returning a Flight Attendant to her Base on her last day cancels, or, due to unforeseen delay, a Flight Attendant misses her return flight, unless she is needed for a flight Assignment from that location, the Flight Attendant shall:

³ The Flight Attendant will be put on a full RAP.

- a. Be returned to her Base following the canceled or missed flight, utilizing the most direct available⁴ routing (considering time requirements and same codeshare partner she is operating); or
- b. If there is no eligible flight that day, receive a hotel room and return to her Base the following day on the earliest eligible flight utilizing the most direct available routing (considering time requirements and same codeshare partner she is operating); or
- c. Be released from Duty.

7. Under unique circumstances a Flight Attendant may be required to occupy the Flight Attendant jumpseat on a Deadhead flight, so long as the length of the flight does not exceed two hours. If required to occupy a jumpseat, the Flight Attendant will receive full flight Pay Credit.
8. A Flight Attendant scheduled to work "ferry" or repositioning flights will be paid in accordance with Article 3.
9. Any Flight Attendant who is Reassigned that results in an overnight in her Base shall be provided a hotel room, should she actually require one, provided she was not originally scheduled to overnight in her Base and a hotel is available. A Reserve Flight Attendant will not be entitled to a hotel under this provision.
10. For the purposes of calculating Days Off, a Reserve Day will be considered a day of work. Days Off will not be moved once awarded, unless mutually agreed to by the Flight Attendant and Company.
11. All Flight Attendants are responsible for verifying their schedules.

⁴ In accordance with our codeshare agreements.

ARTICLE 7 RESERVE

A. Contact Requirements for All Reserve Flight Attendants

A Reserve Flight Attendant must remain contactable at all times during her RAP, or as otherwise provided in this Agreement. A Flight Attendant on Reserve may use a cell phone at her expense. The Flight Attendant is solely responsible for ensuring the quality of service of the cell phone, and any malfunction of a cell phone is solely the responsibility of the Flight Attendant. The Flight Attendant is also solely responsible for ensuring that she remains within the cell phone's calling area.

B. Reserve Availability

1. Long Call Reserve (LCR)

- a. A Reserve Flight Attendant on LCR is responsible for an Assignment that appears on her Schedule by 1600 on the Day Off preceding her block of Reserve days. If there is an Assignment, the Flight Attendant will Self-Notify or will call Crew Scheduling for the Assignment. Self-Notification or a call to Crew Scheduling by the Flight Attendant is required between the hours of 1600 and 2000 Base time. The Flight Attendant will be responsible for any Assignment on her Schedule.
- b. The Reserve Availability Period (RAP) for LCR is from 0430 to 1930 Base time.
- c. Unless otherwise authorized by Crew Scheduling, a Reserve Flight Attendant on LCR must be at a location that allows her to report for Duty as early as 12 hours after the initial call to her contact number. She may report earlier if able, but is not required to report earlier than 12 hours after the initial call to her contact number.
- d. A Reserve Flight Attendant on LCR is required to respond within two hours of the initial contact from Crew Scheduling and such time will be included in the call out time required in Article 7.B.1.c.
- e. A Reserve Flight Attendant on LCR may be changed to a Short Call Reserve (SCR) or given an Assignment during any

RAP for the following day. Once a Reserve Flight Attendant on LCR is given an Assignment or is moved to a SCR RAP she will be on Rest and not required to be on call for the Company until the start of the Assignment or her SCR RAP (i.e., no earlier than 12 hours following the initial call to her contact number).

- f. Once a Reserve Flight Attendant on LCR has been given an Assignment, the Company may convert any remaining Day(s) in her LCR sequence to SCR.
- g. The Company shall not convert a LCR Day(s) to a SCR Day(s) in more than three scheduled Reserve blocks in any Bid Month for any individual Flight Attendant without her consent.
- h. A Reserve Flight Attendant on LCR may inform Crew Scheduling that she will not be at her contact number for a period of time¹. The time spent out of contact will not affect the expected report time should the Flight Attendant be assigned to a Trip Pairing (i.e., a Flight Attendant on LCR will still be expected to Report as early as 12 hours after the initial call to her contact number).
- i. On the last day of a block of Reserve Days, a Flight Attendant on LCR will be released from Reserve without penalty to her compensation if not given an Assignment to report for Duty in accordance with Article 7.B that can be completed within that Calendar Day.

2. Short Call Reserve (SCR)

- a. The Reserve Availability Period for SCR will be identified and designated in the Initial Bid Award and will be a single continuous 12-hour block.
- b. The SCR RAPs will be designated by the Company.
- c. A Flight Attendant on SCR shall not be required to be available for more than one RAP in one day, except in the case where RAP periods are scheduled to cross midnight (e.g. 10 p.m. to 10 a.m.).

¹ This period of time does not affect an LCR Flight Attendant's requirement to report as early as 12 hours from the time of the initial call.

- d. A Flight Attendant on SCR is to be at her contact number during the entire 12-hour RAP, unless released for a specific period of time by Crew Scheduling.
- e. A SCR will respond within 20 minutes of initial contact from Crew Scheduling and such time will be included in the call out time required in Article 7.B.
- f. A SCR will be subject to a two hour call out unless assigned to a Base where a shorter or longer call-out time has been mutually agreed upon by the Company and the Union. A Flight Attendant will make every effort to report earlier.
- g. A SCR may not be rescheduled from an awarded RAP to another RAP without at least 12 hours prior notice to the start of the old or new RAP, whichever is earlier, except that a SCR may be assigned to Airport Standby Reserve that commences within her RAP. The Flight Attendant may waive the 12 hour restriction. However, unless moved with other days or as a result of an Assignment the last day will not be moved later by itself.
- h. On the last day of a given block of Reserve Days, a Flight Attendant on SCR will be released from Reserve without penalty to her compensation if not given an Assignment to report for Duty within four hours of the end of the Flight Attendants RAP.
- i. A SCR's Reserve Assignment will commence (Report Time) during the Flight Attendant's RAP.

3. Airport Standby Reserve (ASR)

- a. The ASR assignments will be assigned according to the Bucket System starting with the most available days, then in reverse Seniority order.
- b. A Reserve Flight Attendant on ASR may be scheduled or assigned for 8 hours of on premise Duty and up to 14 hours of Duty including on premise Duty and scheduled flight Assignments. If a Reserve Flight Attendant on ASR receives a flight Assignment and concludes prior to the 8 hours of on premise Duty, she may be placed back on ASR for the remainder of her 8 hour on premise Duty.

- c. A Reserve Flight Attendant on ASR may be required to fly a Trip Pairing that remains overnight and should be prepared to work as many Reserve Days as are left in her current Reserve block.
- d. A Reserve Flight Attendant may consent to be on ASR in an airport which is not a Base for the Company.
- e. A Reserve Flight Attendant on ASR will accrue flight pay Credit in accordance with Article 3.

C. Reserve Utilization

1. Crew Scheduling will Assign Reserve Flight Attendants to open Trip Pairings according to the Bucket System, type of Reserve and RAP. The Bucket System is a method of assigning open Trip Pairings by matching the Reserve Flight Attendant's days of availability to the days of the open Trip Pairing.
 - a. Reserve Flight Attendants shall fall into the bucket that equates to the available Reserve Days remaining in the said Flight Attendant's Reserve sequence.
 - b. If there are no Flight Attendants available whose days of availability match the Trip Pairing to be covered, the Company will have the ability to assign the Trip Pairing to the next highest bucket and progressing in that order. If there are no Flight Attendants available in a higher bucket, then the Company will have the ability to assign the Trip Pairing at its discretion to any Reserve Flight Attendant.
- c. If Reserve Flight Attendants are within the same bucket, Assignments will be made in the following order:
 - i. Fly First Preference in seniority order.

Fly First Preference means a Reserve Flight Attendant wants the Company to Assign her a Trip prior to the First In First Out (FIFO) sequence. Reserve Flight Attendants will have the option to select this preference during bidding each month.
 - ii. FIFO — Trip Pairings will be assigned to the Flight Attendant within the same bucket who completed their last Trip Pairing first.

2. Proactive Pick-Up of Open Time Pairings (OTP) for LCR

- a. A Reserve Flight Attendant on LCR shall be able to pick up OTPs within her Base provided that the bucket in which the LCR Flight Attendant falls matches the OTP.
- b. The Flight Attendant may be awarded an OTP that extends before or after her LCR sequence if she is willing to operate the entire OTP. The portion of the OTP that is picked up on the Days Off shall be paid in accordance with Article 3. The OTP cannot create a conflict with the Flight Attendant's following RAP or other Assignment already on the Flight Attendant's schedule unless approved by the Company.
- c. Proactive Pick-Up requests shall be processed automatically on a first come, first served basis for in Base LCR Flight Attendants. Proactive Pick-Ups for out of Base LCR Flight Attendants may require manual processing and approval, if applicable, by Crew Scheduling.
- d. Time Line for Proactive Pick-Up and the Company Assignments
 - i. Six Days Prior to an OTP at 1200 ET Proactive Pick-Up Opens.
 - ii. Six Days Prior to an OTP at 2100 ET Headquarters Time, the Company may begin assigning OTPs to Reserve Flight Attendants.

3. Priority for Reserve Assignments

The priority for Assigning open Trip Pairings shall be as follows subject to operational needs and in accordance with Article 7:

- a. LCR
 - i. Proactive Pick-Up; then
 - ii. Bucket System
 - a. Fly First Preference; then
 - b. FIFO; then
 - c. Any remaining LCR; then
- b. SCR
 - i. Bucket System

- a. Fly First Preference; then
 - b. FIFO; then
 - c. Any remaining SCR.
- ii. Following the Assignment of all open Trip Pairings, ASR will be Assigned to Reserve Flight Attendants in the remaining SCR buckets in accordance with 7.B.3.a.
- ### D. Reserve Duty — General
1. A Reserve Flight Attendant will not be required to be available for a Duty Assignment on a Day Off or during a Rest Period, but will be required to be available during her RAP.
 2. An SCR will not be required to start a RAP with less than the minimum Rest required by Article 24.
 3. A Flight Attendant assigned to sit out of Base Reserve will be paid Per Diem and will be provided with hotel accommodations for multi-day Assignments, except that a Flight Attendant who voluntarily Swaps or Trades resulting in an out of Base Reserve sit, will not be entitled to hotel accommodations or per diem. A Flight Attendant on a multi-day out of Base Reserve Assignment will not exceed four consecutive days of Reserve availability away from her permanent Base without her consent. A Flight Attendant may be assigned a Trip Pairing during her out of Base RAP, provided that the Flight Attendant's flight is scheduled to return to her permanent Base by 2359 on the last day of her originally scheduled Reserve block. An out of Base Reserve will follow the same contractual requirements as an in-Base Reserve. If the out of Base Reserve elects to designate a contact number different from the number she has on file with the Company, she will notify Crew Scheduling of the alternate contact number (e.g., a telephone number at the hotel). A Flight Attendant sitting out of Base Reserve is subject to the contact requirements of a SCR in Base.
 4. The Company may not Reassign a SCR Flight Attendant to Rest during her scheduled RAP.
 5. Hotel reservation information (including hotel name, and phone number) shall be made known to the Reserve Flight Attendant prior to any Assignment or as soon as practicable. No Flight Attendant shall hold boarding or delay the flight due to not having

her hotel reservation information for that overnight. A Flight Attendant may waive this provision.

6. If a Reserve Flight Attendant is given an Assignment, and is notified of the Assignment, or self-notifies, either during or in advance of her RAP, she will not be required to be contactable for the portion of the RAP on the same day(s) as the Report Time of such flight Assignment.
7. A Flight Attendant on Reserve may not be assigned to a flight Assignment that is scheduled to exceed 14 hours of Duty from Report Time.
8. When a Reserve Flight Attendant is given an Assignment, her Duty time for pay and Rest will commence at the scheduled Report Time of the Assignment.
9. Notice of a Trip Pairing Assigned to an ASR will be made within her Duty Period, which commences at her Report Time to the airport.
10. For the purposes of calculating Days Off, a Reserve day will be considered a day of work. The Company will not move Days Off once awarded. Day off restoration is governed by Article 6.N.5. A Flight Attendant may waive this provision.
11. In the Bid Award, the Company may schedule a Reserve Flight Attendant for up to ten ASR days. If the Company later determines that it needs additional ASR days, it may assign a Reserve to serve additional ASR Duty in accordance with this Article and will compensate such Flight Attendant at the rate of \$25.00 per day for each additional ASR Assignment above ten.
12. When a Reserve Flight Attendant completes a Reserve Assignment, she must contact Crew Scheduling or self-notify for any current or future assignment on her Schedule or to be released.
13. If and when it becomes technologically available through CrewTrac, or a replacement system, the Company will not schedule or award a Reserve Flight Attendant for more than 100 hours of Block time² in a Bid month without her consent.

² The 100 hours does not include trips that are picked up on days off.

ARTICLE 8 FLIGHT ATTENDANT SUPPORT TEAM

A. General

A Flight Attendant Support Team member (FAST) is defined as a Flight Attendant who has applied and been selected to perform special duties as outlined in Article 8.B.

B. FAST Duties

1. Operating Experience (OE)
2. Inflight Support Evaluations (ISE)
3. Ground Support Evaluations (GSE)
4. First Point of Contact (FPOC) Calls
5. Conference Calls
6. Other FAST duties as defined in the Inflight Support Manual (ISM)
7. OE, ISE and GSE shall be conducted only by qualified FAST members on the Flight Attendant Seniority List or qualified Inflight management.
8. The performance of FAST duties by Flight Attendants on the Seniority list shall not cause those Flight Attendants to become Management Associates.

C. Selection and Retention of FAST

1. The selection and retention of FAST members shall be at the Company discretion with input from the Union and consistent with the following criteria:
 - a. A total of one year active Flight Attendant experience with the Company.
 - b. A consistent record of adherence to Company policies and procedures.
 - c. 90% or better on the first attempt on their most recent Recurrent Competency Check.

- d. No written progressive discipline warning or written attendance advisory in the prior active 12 months.
 - e. Flight Attendants who are not selected will have the option to reapply after six (6) months.
2. The FAST members shall successfully complete an initial and annual FAST Training and annual Recurrent Training, in addition to the requirements in Article 8.C.1.

D. FAST Scheduling

- 1. A FAST member will be awarded her Schedule based on her Seniority.
- 2. A FAST member will not be involuntarily scheduled to perform Duties on her Days Off with the exception of FPOC and conference calls.
- 3. When a FAST member is scheduled to report to perform any of her FAST duties at a location other than her Base, she will be provided a Deadhead from her Base.
- 4. The Company will equitably distribute assignments among FAST members, taking into account availability and Training scheduling requirements.

E. FAST Compensation

- 1. A FAST member will be compensated at the rate of \$10.00 per hour in addition to her rate of pay when performing FAST duties except OE, in which case she will be compensated \$11.00 per hour. A FAST member who performs duties not defined in the ISM will be compensated at her regular base rate of pay for such duties.
- 2. A FAST member removed from Trips to perform flying or non-flying FAST duties will be paid and credited for the greater of the value of the missed Trips or at the value of the assignment she performs.
- 3. When the Company schedules a FAST member for non-flying FAST duties prior to the opening of the Bid Period, the Flight Attendant will receive five virtual credit hours per day as defined in Article 6.

- 4. A FAST member performing non-flying FAST duties on a Day Off will be compensated at the FAST rate at a minimum of four hours or at a rate of one hour for every two hours of Duty, whichever is greater.
- 5. A FAST member, who is required to travel away from her Base for the purpose of meeting, Training, or any other FAST duties, will be provided single occupancy rooms in accordance with Article 4.
- 6. A FAST member will be compensated one hour at the FAST rate of pay, per conference call held.
- 7. A FAST member will also receive 30 minutes at her FAST rate of pay for each completed OE candidate in any given month. It is understood that this amount is compensation for FPOC calls made in regard to such OE candidate. The FAST member will request FPOC compensation, in a timely manner, on a supplemental pay request to Inflight Training on a monthly basis, or by other established Company method.

F. Expenses

A FAST member will receive expense Per Diem in accordance with Article 4 when performing duties.

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**ARTICLE 9
SENIORITY**

- A. A Flight Attendant's Seniority shall be assigned upon the Flight Attendant's graduation from New Hire Training. Such date will be equal to the Date of Hire.
 - 1. When two or more Flight Attendants have the same Date of Hire, each shall be placed on the Seniority list according to the last four digits of the Flight Attendant's social security numbers, i.e., the lowest number shall be the most senior.
 - 2. A Flight Attendant's pay shall commence on Date of Hire. Except as otherwise specified in this Agreement, all Flight Attendants shall be full time employees of the Company.
- B. A Flight Attendant shall lose her Seniority if any of the following occurs:
 - 1. Voluntary resignation;
 - 2. Discharge during her Probationary period or for just cause;
 - 3. Failure to report for Duty at the expiration of a leave in accordance with Article 12;
 - 4. Failure to report for Duty after Recall from Furlough in accordance with Article 11;
 - 5. Transfer to any other position within the Company outside the scope of this Agreement unless otherwise provided for in this Agreement, including but not limited to Article 15.
- C. Seniority shall prevail at all times in matters concerning equipment Bids, reductions, Furlough, Recall, Base assignments (except for New Hire Base assignments), transitions and Vacations, or as otherwise specified in this Agreement.
- D. A current Seniority list will be posted and available on the Company's website concurrent with the posting of the initial Bid package but no later than the 15th of each month.
 - 1. Any alleged error or omission affecting a Flight Attendant's Seniority on any list must be protested by the affected Flight Attendant, in writing, within 30 days of the posting.

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2. A Flight Attendant making no protest within the time specified may not thereafter protest the alleged error or omission on the disputed list or any subsequent list.
- E. A Flight Attendant will be on Probation for the Flight Attendant's first nine months of active service with the Company.
- F. A New Hire Flight Attendant in Training shall not be entitled to utilize the provisions of Article 18 until successful completion of Training and OE.
- G. When the Company is hiring Flight Attendants, and employee(s) from other departments express a desire to become a Flight Attendant, the Company will review the employee's application/request and upon an offer and acceptance to become a Flight Attendant the Company will schedule her into the next available training class. She will be placed at the top of that class's craft seniority list. Her Flight Attendant craft seniority will be greater than those Flight Attendants, in her class, hired from the street.
1. In the event that more than one employee is accepted per training session the employee with the most Company Seniority will be the most senior and the employee with the second most Company Seniority will be the next most senior and so on. In the event of a tie, determination will be in accordance with this Article 9.A.1.
 2. In the event the Company can not immediately release the employee from her existing position she will be granted a craft Seniority date commensurate with the training class she would have attended.
 3. In the event of a dispute over an employee's Seniority entitlement, the parties agree to meet expeditiously to resolve the matter.
- H. In accordance with Article 9.C, New Hire Base assignments shall be determined by the following criteria in conjunction with the established Base Bidding practice:
1. Flight Attendants already living in a city that is currently a Base will be given first consideration for that Base. When the number of Flight Attendants meeting this provision exceeds the number of Vacancies in that Base, available Base assignments shall be made in Seniority order.
 2. After all Base assignments are made in accordance with Article 9.H.1, all other Base assignments shall be made in Seniority order.

ARTICLE 10

TRAINING

- A. General
1. The Company will, consistent with applicable CFR and Company procedures, establish Training requirements for all required Flight Attendant Training.
 2. No Flight Attendant shall be required to pay for the use of any Company equipment or equipment outside the Company that is required for Training.
 3. A Flight Attendant removed from Duty for retraining or reexamination shall be Scheduled into the first available Training class. In such cases, Article 10.B.1.a.ii will not apply. So long as a Flight Attendant does not cause a delay in her retraining or reexamination, she will not lose more than three days of pay.
- B. Recurrent and Requalification Training Bidding
1. The Company will post all Recurrent Training dates, if any, for Bid in the monthly Bid package. A Flight Attendant who will be in her prior or due month in the month being Bid may Bid on available Recurrent Training dates.
 - a. Such Bids will be awarded in Seniority order, provided that:
 - i. The Company will provide notice in the applicable Bid package, in accordance with Article 6, which Flight Attendants required Training is due. The Company will provide notice in the Bid package of the assigned date(s), locations, start times, and end times of Recurrent Training, or similarly named Recurrent Training program.
 - ii. In addition to the notice of their Monthly Scheduled Bid Award, the Company will provide each and every Flight Attendant with notice of her Scheduled required Training dates no fewer than five calendar days in advance of the commencement of Training. The Company shall provide each and every Flight Attendant with a travel notice within five calendar days of the Scheduled travel date.

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ARTICLE 11 FURLOUGH AND RECALL

- A. Prior to any involuntary Furlough, the Company will offer Time Off Without Pay (TOWOP) in accordance with Article 11.H.
- B. The Company will provide at least 14 days written notice of any force surplus requiring a reduction in the number of Flight Attendants in a particular Base. Such notice will be sent by one or the more of the following methods: via email with a read receipt; USPS Certified/Return Receipt Requested, or equivalent, to the address on file and in accordance with Article 11.E.2.; or by hand delivery with a signed receipt.
- C. A Flight Attendant holding an Award in the surplus Base shall be Displaced in inverse order of Seniority. All Furloughs and Displacements shall be from among all Flight Attendants appearing on the most current Seniority List.
- D. A Flight Attendant Displaced as a result of a Furlough may:
 - 1. Fill any Vacancy in accordance with Article 27 of this Agreement; or
 - 2. Displace the most junior Flight Attendant in the system; or
 - 3. If there are multiple Flight Attendants displacing junior Flight Attendants at more than one Base, the displacing Flight Attendants, in Seniority order, may elect in which of those available Bases to Displace the junior Flight Attendant.
- E. Notification of Furlough
 - 1. When a Flight Attendant is to be Furloughed, she will be given 14 days' notice from the Company, or pay in lieu thereof. Such notice will be delivered by one or more of the following methods: via email with a read receipt; USPS Certified/Return Receipt Requested, or equivalent; or by hand delivery with a signed receipt, unless the Furlough occurs as a result of conditions beyond the Company's control, such as a curtailment or reduction in operation due to fire, flood, storm or similar acts of God, strikes, Company or codeshare bankruptcy, catastrophic air accidents that have a direct effect on the Company's business, grounding of a fleet type,

2. A Flight Attendant in her due month who has not made a successful Bid for a Training date, or who is in her grace month, may be assigned a Training date. If the Company finds it necessary to move a Flight Attendant's Training date and/or to assign her to a Training date due to operational reasons (e.g., loss or reduction of Training staff, an excess of Flight Attendants who require Training, etc.), the Company will make reasonable efforts to accommodate Flight Attendants' preferences for Training dates.

C. Traveling to and from Base

A Flight Attendant who is traveling to Training away from her Base will be scheduled for Deadhead travel from her Base to Training and a subsequent Deadhead return to Base.

D. Scheduling of Training

1. Training will not be scheduled for more than six consecutive days and followed by 24 consecutive hours free of Duty.
2. A Flight Attendant shall not be required to attend Training for more than ten hours a day, no more than eight of which shall be classroom hours.
3. Total in class Training hours will be considered Duty time and will not be considered a rest period for the purposes of Article 24 (Hours of Service).
4. A Flight Attendant in Training will be scheduled for a minimum of ten hours rest and will be provided a rest period of no less than nine hours between Training sessions.
5. The Company will use its best efforts not to schedule any Training between 0130 ET and 0700 ET.
6. A Flight Attendant on OE may request additional Training or request a change of FAST Flight Attendant.
7. Holidays
 - a. The Company will attempt not to schedule Training, other than OE and Inflight Support Evaluations, on Thanksgiving, Christmas, or New Year's Day, no later than 1300 on Christmas Eve or New Year's Eve nor to begin prior to 1000 the day after Christmas or New Year's Day.

b. To accommodate travel to return a Flight Attendant to her Base from Training the Company will attempt to have the Training completed by 1700 on Christmas Eve or New Year's Eve. Travel to return a Flight Attendant to Training from her Base will not be scheduled to commence prior to 0700 on the day after Christmas or the day after New Year's Day.

8. Union Observance

The Chief/Assistant Chief Steward, or her designee, shall be an employee of the Company and may observe any ground-based Training. Such observation shall be without pay and shall not interfere with the conduct of the Training.

or similar events. In such cases, the Company will give as much notice as possible. Copies of all Furlough or Recall notices will be sent to the Union.

2. A Furloughed Flight Attendant will file her current email address and mailing address and telephone number with the Company and will advise the Company in writing of any changes within seven business days of a change.

F. Furlough

1. Flight Attendants will be Furloughed in inverse order of Seniority.
2. A Flight Attendant who is Furloughed will retain and accrue Seniority for the period of the Furlough, and will accrue Longevity for a period of 90 days.
3. An eligible Furloughed Flight Attendant will be Recalled in Seniority order prior to the Company hiring additional Flight Attendants.
4. Prior to effecting a Furlough, Flight Attendants will be encouraged to take TOWOP to prevent Furlough.
5. Flight Attendants who are involuntarily Furloughed shall advise the Company in writing of their election to be paid out for all earned and unused PDOs at the time of Furlough, or may elect to be paid out at a later date during the period of Furlough, up to 12 months, upon written notification to the Company, or upon separation of employment.
6. No Flight Attendant may be Displaced by a more junior Flight Attendant.

G. Recall from Furlough

1. Recall notices will be sent by the Company via email with a read receipt, USPS Certified/Return Receipt Requested, or equivalent, to the last known address the Company has on file for the Flight Attendant. The Company may notify more Flight Attendants than the number being Recalled to determine those who will accept or bypass Recall.

2. A Recalled Flight Attendant must notify the Company of acceptance or bypass within seven days after the return receipt¹ of the Recall notice or will be considered to have resigned from the Company and will forfeit her place on the Seniority List. Notice to accept Recall or bypass shall be in writing and sent via email with a read receipt, USPS Certified/Return Receipt Requested, or equivalent, or by hand delivery with a signed receipt. It shall be the responsibility of the Flight Attendant to verify receipt by the Company.

3. A Furloughed Flight Attendant will be allowed 14 days after receipt of a notice of a Recall to report for duty to the location specified by the Company. The Company may, at its discretion, extend this period.

4. A Flight Attendant may bypass Recall until all of the Furloughed Flight Attendants junior to her have been recalled. If an insufficient number of Flight Attendants accept Recall, the Company shall notify Furloughed Flight Attendants in reverse Seniority order that Recall is mandatory. A Flight Attendant who has received a mandatory notice of Recall must report to active service within seven days of receipt of the mandatory notice or will be considered to have resigned from the Company and will forfeit her place on the Seniority List. The Company may, at its discretion, extend this period.

5. A Flight Attendant who returns from Furlough mid-month shall have her Days Off and Guarantee prorated.

6. A Flight Attendant who is Furloughed will retain Company Travel Privileges for 90 days following the effective date of Furlough, if allowed by codeshare travel policies.

H. Time Off Without Pay (TOWOP) in Lieu of Furlough

1. When the Company intends to Furlough one or more Flight Attendant(s) involuntarily, it will offer voluntary TOWOP to a like number of Flight Attendants in Seniority order within the Base(s) where the Company has a surplus. Such Flight Attendants may request TOWOP in writing for a specified duration. The Company will grant such requests, in writing, specifying the authorized duration of the TOWOP which may be less, but not more, than the duration requested by the Flight Attendant.

¹ Return receipt may include an attempt to deliver that is returned to the Company.

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- a. A Flight Attendant who accepts voluntary TOWOP will continue to accrue Seniority but will not accrue Longevity or benefits.
 - b. Such Flight Attendant may continue her medical insurance at full cost rates.
2. The Company may, allow the Flight Attendant to return early from the TOWOP, but the Flight Attendant will not be required to return to work before the TOWOP has expired.
 3. A Flight Attendant may request an extension of the TOWOP in writing which may be granted by the Company in writing.
 4. Immediately after the expiration of TOWOP granted under this paragraph, a Flight Attendant will return to the Base where she was assigned immediately prior to the TOWOP. If the Base no longer exists or the Flight Attendant is no longer senior enough to hold said Base the Flight Attendant will be considered Displaced and moving expenses will be allowed in accordance with Article 5 of this Agreement. Additionally, the Flight Attendant may elect to Displace the most junior Flight Attendant in the system or fill any Vacancy in accordance with Article 7 of this Agreement.
 5. Flight Attendants electing to take TOWOP will retain Company Travel Privileges for 90 days or the period of their TOWOP, whichever is shorter, if allowed by codeshare travel policies.
 6. A Flight Attendant who does not return or is not placed on an approved Leave of Absence at the end of the TOWOP will be considered to have resigned from the Company and will forfeit her place on the Seniority list.

ARTICLE 12 LEAVES OF ABSENCE

A. Personal Leave

1. General

- a. A Flight Attendant must be continuously employed for one year of active service before a request for a Personal Leave will be considered.
- b. A Flight Attendant may request a Personal Leave by submitting a request to the designated Company leave representative as designated in the RJET Navigator, no later than the fifth day of the month prior to the month for which the leave is being requested and prior to the bid closing for the month in which the leave is requested to begin.
- c. The grant or denial of a request for a Personal Leave shall be at the sole discretion of the Company, in increments up to 30 days, not to exceed a total of 90 days. Extensions beyond 90 days may be granted at the discretion of the Company following a review by the Employee Services Review Board. While on a Personal Leave the Flight Attendant may elect to continue health and life insurance benefits, provided the Flight Attendant timely¹ pays the full monthly premiums to the Company. At Company discretion, in such cases of a personal Leave extension beyond 90 days, the Flight Attendant may be required to pay full insurance costs.
- d. A Flight Attendant will be required to attend Recurrent Training while on Personal Leave, if applicable, unless otherwise approved by Inflight Management.
- e. A Flight Attendant on a Personal Leave must use PDOs from her PDO bank until exhausted.

2. Seniority

A Flight Attendant will continue to accrue Seniority while on a Personal Leave.

¹ Intent is that payments are made in the month in which they are due.

3. Longevity

A Flight Attendant will accrue Longevity for the first 30 days of a Personal Leave, but not thereafter.

B. Medical Leave²

1. General

- a. A Medical Leave will be allowed for disability³ due to sickness, injury, or pregnancy upon receipt of written verification of the disability from a qualified medical doctor. A Medical Leave may be requested by submitting a request for a Medical Leave to the Company leave representative, as designated in the RJET Navigator, as soon as possible after the reason for the leave is known. A Flight Attendant with at least six months of service is entitled to a Medical Leave that will not exceed a total of four years, for a qualifying event⁴.
- b. A Flight Attendant on a Medical Leave must submit a letter from her doctor stating whether or not she is able to perform her Flight Attendant duties each year within 30 days prior to, or after, the anniversary date of the leave.
- c. A Flight Attendant on a Medical Leave must draw full pay from her Legacy Sick Bank until it is exhausted and may, at her own discretion, draw from her PDO Bank.
- d. The Company shall continue to provide health and life insurance benefits at active employee rates, for a period of up to 90 days while the Flight Attendant is on a Medical Leave. After 90 days of leave, the Flight Attendant may elect to continue health and life insurance benefits, provided the Flight Attendant timely pays the full monthly insurance costs to the Company.

² Medical Leave runs concurrent with any other applicable types of leave, such as FMLA, Worker's Comp, etc.

³ Clarification on the intent of this language is not to cover cosmetic or elective procedures, not covered by insurance.

⁴ A new 4 year term does not begin if a Flight Attendant returns for a short period of time, or training, and then goes back out on medical leave for the same qualifying event.

- e. A Flight Attendant who can no longer perform her job due to inability to perform the essential functions of a Flight Attendant, may apply for any open position within the Company for which she is qualified. Once the Flight Attendant accepts a position outside of the representation of this Agreement, she is no longer represented under this Agreement in accordance with Article 15.B.

2. Seniority

A Flight Attendant on a Medical Leave will continue to accrue Seniority.

3. Longevity

A Flight Attendant will accrue Longevity only during the first 90 days of Medical Leave, but not thereafter.

C. Military Leave

1. General

A Flight Attendant will be granted Military Leave for military service, or military reserve duty, in accordance with applicable federal law. A Military Leave must be requested by submitting a request for a Military Leave to the Company leave representative as designated in the RJET Navigator, within 72 hours of receipt of notification of the military duty for which the leave is requested, unless precluded by military necessity.

2. Eligibility

Return from a Military Leave shall be in accordance with applicable law.

3. Seniority and Longevity

A Flight Attendant's Seniority and Longevity will continue to accrue during a Military Leave.

4. PDO

A Flight Attendant taking a Military Leave greater than 30 days, may elect to be paid for unused earned PDO hours.

D. Family Medical Leave Act (FMLA) Leaves

1. The Company will grant leaves in accordance with the Family and Medical Leave Act of 1993 and all statutory amendments. Bases with less than 50 employees will also be covered by the Act.
2. A Flight Attendant's Seniority and Longevity will continue to accrue during an FMLA Leave, and she will maintain all benefits without interruption and at no added cost.
3. A Flight Attendant on a continuous FMLA Leave must draw from her Legacy Sick Bank until it is exhausted and may, at her own discretion, draw from her PDO Bank. However, a Flight Attendant on Intermittent FMLA (IFML) must first draw from her Legacy Sick Bank and must then draw from her PDO bank until both are exhausted.
4. Upon return from an FMLA Leave, a Flight Attendant will have the option to return to the position and domicile held prior to her leave, or any vacancy in accordance with her Seniority.
5. A Flight Attendant on approved continuous FMLA or on approved IFML, consistent with the Company's policies and the Flight Attendant's FMLA Certificate on file with the Company, will not receive an occurrence under the Attendance Policy as provided under Federal Law.

E. Bereavement Days

1. In the event of a death in a Flight Attendant's immediate family, the Flight Attendant shall immediately notify the Director of Inflight or her designee.
2. The Flight Attendant will be entitled to up to five consecutive calendar days off for the death of an immediate family member. Immediate family member shall be defined as a Flight Attendant's spouse, domestic partner, child or step-child, parent, step-parent, brother, sister, or grandchild.
3. A Flight Attendant will be entitled to up to two consecutive calendar days off in the event of death of a Flight Attendant's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent.

4. Such days off referenced in Article 12.E.2 and Article 12.E.3 above, must commence within seven days of the death. The Flight Attendant will be paid for Trips missed during the Bereavement Days.
5. If a Flight Attendant needs additional time off due to a death covered under Article 12.E, she may coordinate her request with her supervisor or manager. PDO hours may be used at the Flight Attendant's request for any missed days of work.

F. Emergency Leave of Absence

In those cases when a Flight Attendant needs time off for emergency situations not otherwise provided for in this Article, she shall, to the extent feasible, use her Seniority to bid a Schedule which has those days off. When this is not possible because the need for the absence is not known when monthly schedules are being bid or finalized, the Flight Attendant will, subject to the needs of the operation, be granted an Emergency Leave without pay, unless the Flight Attendant wishes to use earned PDO time to receive pay for the absence. Requests for an Emergency Leave will be submitted to the Employee Services Review Board.

G. Indefinite Union Leave and Union Business Days

1. Indefinite Union Leave
 - a. At the request of the Union to the VP/Director of Labor Relations, with advance notice given prior to bidding for the month in which the leave is requested to commence, a Flight Attendant shall be granted an Indefinite Union Leave without pay to accept employment with the Union.
 - b. While on an Indefinite Union Leave, the Flight Attendant shall continue to accrue Seniority and Longevity.
 - c. The Flight Attendant may continue to be covered by Company insurance, which will be reimbursed to the Company by the Union, and will maintain all other benefits covered by this Agreement.
 - d. The Flight Attendant may continue to be an eligible participant in the 401(k) plan. However, a Flight Attendant may only contribute to the 401(k) plan through an elected deferral on eligible earnings paid by the Company.

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- e. No more than two Flight Attendants shall be permitted an Indefinite Union leave at one time, except with Company approval. A Flight Attendant on an Indefinite Union Leave will be allowed to fly when necessary and must remain current and qualified as a Flight Attendant.
- 2. Union Business Days
 - a. At the request of the Union, the Company will, subject to the needs of the operation, release Flight Attendants for the purpose of conducting Union business. Requests for release must be submitted in writing to the Labor Relations Department at least seven days before the requested day(s) off. The Company may waive the seven day requirement. Trips dropped to accommodate such leaves will be placed in open time unless the Company elects to assign such Trips to reserves.
 - b. While on Union Business Days, a Flight Attendant will be required to remain current and qualified as a Flight Attendant.
 - 3. Reimbursement for Flight Pay Loss
 - a. Scheduled Line Flight Attendants: The Union will reimburse the Company at the full hourly rate applicable to that Flight Attendant, plus 33.2% to cover the cost of benefits, FICA, etc., for each day she is on leave only for the scheduled time dropped.
 - b. Reserve Flight Attendants: The Union will reimburse the Company at the full hourly rate applicable to that Flight Attendant, plus 33.2% to cover the cost of benefits, FICA, etc., using the formula of four hours for each reserve day dropped.
 - 4. The Union agrees to reimburse the Company within 30 days after receipt of the Company's bills. Such billings shall be submitted to the Union no later than 45 days following the month in which the Flight Pay Loss was incurred.
 - 5. A Flight Attendant will continue to accrue Seniority and Longevity while on Indefinite Union Leave and Union Business Days.
- H. Return from Leaves of Absence
 - 1. Return from any covered leave for the Flight Attendant's own personal illness or injury will require medical documentation

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- substantiating that the Flight Attendant is capable of performing the essential job functions of her position in accordance with Article 13 (Physical Standards).
 - 2. Return from a Military Leave of absence will be governed by applicable law.
 - 3. A Flight Attendant returning from other leaves of absence, not listed in Article 12.G.1. and Article 12.G.2. above, of 90 days or less will be returned to the Position she held at the commencement of the leave.
 - 4. A Flight Attendant returning from other leaves of absence not listed in Article 12.G.1. and Article 12.G.2. above, of more than 90 days will be returned to any Position to which her Seniority would entitle her.
 - 5. A Flight Attendant who, at the conclusion of a leave of absence, is not current and qualified to hold the Position to which she is returning shall be placed in the first available Training class for that Position⁵.
- I. Jury Duty Days
 - 1. A Flight Attendant shall provide a copy of the summons or notice of Jury Duty within 72 hours of receipt of such documents to their Inflight Manager.
 - 2. A Flight Attendant who is required to serve on Jury Duty shall be granted Day(s) Off for that purpose.
 - 3. A Flight Attendant who is called for, and performs Jury Duty shall be paid for actual Trip Pairings missed for each scheduled Duty or Reserve Day lost to Jury Duty.
 - 4. Immediately upon release from Jury Duty, a Flight Attendant shall notify the Company of her availability for flying status.
 - 5. A Flight Attendant on Jury Duty Day(s) Off will continue to accrue Seniority and Longevity.
 - J. Travel Privileges

While on an approved leave of absence, a Flight Attendant's pass privileges will be governed by published Company policy.
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- ⁵ First available means first class following the notice of return with an open slot.

K. LIFT Leave of Absence

1. An eligible Flight Attendant upon receipt of an offer for admission to the LIFT Academy student program, and at the request of the Flight Attendant for a LIFT Leave of Absence, may be granted a LIFT Leave to be a student at LIFT.
2. Eligibility
 - a. All qualified Flight Attendants on the Seniority List who are in good standing and who have been continuously employed for 12 months as a Republic Flight Attendant are eligible to apply to the LIFT Academy student program as a student.
 - b. Offers of admission as a LIFT Academy student will be awarded at the discretion of the Company and subject to the admission requirements as determined by LIFT Academy. A Flight Attendant, who is unsuccessful as a student in the LIFT Academy student program may be required to return prior to the end of a planned LIFT Leave.
3. Seniority and Longevity

Each and every Flight Attendant while on a LIFT Leave, will retain and accrue Seniority and Longevity for no more than 12 months from the effective date of the LIFT Leave.
4. Duration of LIFT Leave

A LIFT Leave will be granted to a Flight Attendant who enrolls at LIFT Academy for the period of time it takes such Flight Attendant to complete the LIFT Academy student program or until the Flight Attendant is no longer enrolled.
5. Applicability of Collective Bargaining Agreement

While on a LIFT Leave, such Flight Attendants enrolled in the LIFT Academy student program will have no rights under the Republic Flight Attendant Collective Bargaining Agreement, except as outlined in Section 12.K.
6. Benefits and Privileges
 - a. While on a LIFT Leave, a Flight Attendant who is attending LIFT Academy as a full time student will be afforded medical benefits at current Flight Attendant Associate premium rates.

- b. While on a LIFT Leave, a Flight Attendant who is attending LIFT Academy as a full time student, will be afforded travel privileges in accordance with Republic Airways partner travel agreements.

7. Return to Service

Return from a LIFT Leave will be in accordance with Article 12.H.

L. General Leave information

When communicating with the Company leave representative, doing so does not relieve the Flight Attendant from contacting Crew Scheduling with any information regarding the Trip Pairings for which they will be absent due to the leave request, as per Articles 17 and 29.

ARTICLE 13
PHYSICAL STANDARDS

The physical standards required of a Flight Attendant shall be no less than the standards established by the FAA. A Flight Attendant shall maintain the ability to perform all required duties.

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ARTICLE 14
INSURANCE, BENEFITS and OTHER PRIVILEGES

A. Life Insurance

The Company shall provide each Flight Attendant with a life insurance policy after 30 days of service.

1. Flight Attendant Life Insurance:

Two times the basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$500,000.

2. Accidental Death and Dismemberment:

Two times the basic annual earnings, rounded to the next higher \$1,000 to a maximum of \$1,000,000.

3. Dependent Life Benefits:

Spouse:		\$10,000
Children:	Birth to 26 yrs.	\$ 5,000

B. Medical Insurance

1. For the Flight Attendants covered by this agreement on the date of signing and qualifying dependents, the medical benefits shall not be less advantageous than the existing program coverage and benefits for the medical plans described in Article 14.B.2.

2. The Company will provide the following medical insurance plans for the benefit of Flight Attendants and their qualified dependents in the annual open enrollment period.

- a. CDHP/HSA Medical Plan
- b. Traditional PPO Medical Plan
- c. Legacy PPO Plan (Closed to any new entrants)

3. Monthly Flight Attendant insurance premiums set by the Plan will not increase more than ten percent in any one year versus the prior year for the plans referenced in Article 14.B.2, unless the Plan becomes subject to an excise tax (e.g., a "Cadillac Tax"). In such

cases, the Company reserves its right to allocate the cost of that excise tax to Flight Attendants enrolled in that Plan.

- 4. The Company, at its sole discretion, may add or remove other plans not listed in Article 14.B.2, at any time.
- 5. The Legacy PPO Plan in effect on the date of this Agreement is a closed plan. Only current Legacy PPO Plan Participants on DOS will be eligible to remain in the Legacy PPO Plan during the term of this Agreement, subject to Article 14.B.4.
- 6. The Company will provide preventative care as prescribed below:
 - a. Children wellness care;
 - b. PAP and mammogram exams for women as recommended in accordance with AMA guidelines, as referenced in the Plan document; and
 - c. PSA exams for men as recommended in accordance with AMA guidelines, as referenced in the Plan document.
- 7. Upon request, the Company will provide the Chief Steward and the Union with copies of summary plan descriptions (SPDs) for each policy required under the terms of this Agreement.

C. Dental Insurance Plan

In the Open Enrollment period following the signing of this Agreement, the Company will offer to Flight Attendants covered by this Agreement, the following two dental insurance plans for the benefit of the Flight Attendants and their qualified dependents:

- 1. Standard Dental Plan
- 2. Dental Plus Plan

D. Vision

The Company will provide a vision plan for the Flight Attendants covered by this Agreement and their qualified dependents that will cover one yearly exam plus no less than a \$125.00 annual allowance for lenses, contacts or frames.

- E. The Company will provide a 125 Flexible Benefits Plan to all Flight Attendants covered by this Agreement, the benefits of which shall not be less advantageous than that provided to all other Associates covered by a CBA.

F. 401(k)

- 1. The Company will provide a retirement savings plan (i.e., 401(k)) to all Flight Attendants.
- 2. Each Flight Attendant is immediately 100% vested in her own contributions and any Company matching 401(k) contributions shall vest as follows:
 - i 25% vested at the end of her second year of employment;
 - ii 50% vested at the end of her third year of employment;
 - iii 75% vested at the end of her fourth year of employment; and
 - iv 100% vested at the end of her fifth year of employment.
- 3. Each Flight Attendant may elect to contribute additional funds up to the legal maximum into her 401(k). There will be no additional match above that specified in this Article.
- 4. If the Flight Attendant does not select any funds for her contributions into her 401(k) Plan, all contributions shall be invested in the Qualified Default Investment Alternative (QDIA) as specified by the plan.
- 5. Flight Attendants under this agreement will receive 401(k) Company matching as depicted in the following table:

Credited Service	
DOH - 12 years	4.00%
13-19 years	6.00%
20 + years	8.00%

G. Profit Sharing

If a profit-sharing plan, bonus or incentive program is established by the Company, all Flight Attendants who are on Active Status on the Republic Airways Flight Attendant Seniority List will be eligible to participate in accordance with the Plan's rules for all other Associates covered by a CBA.

H. Stock Purchase

Should the Company develop an Associate stock purchase program, the Flight Attendants covered by the Agreement will be able to participate at the same level as all other Associates covered by a collective bargaining agreement.

I. Death Benefits

Upon the death of any Flight Attendant, the Company shall pay to the Flight Attendant's designated beneficiary or estate all compensation and benefits due the Flight Attendant.

J. Travel Privileges

1. The Company will publish all Company related travel privileges, including privileges associated with each codeshare partner. The Company shall make available an airline interline/codeshare agreement list, updated when there are substantial changes. All travel privileges are limited by the governing codeshare partner providing said privileges to the Company.
2. Any Flight Attendant who abuses the Company's or the codeshare partner's travel privileges or violates the Company's travel policy shall be subject to loss of travel privileges and may be subject to discipline up to and including termination.

K. Retiree Travel¹

1. Flight Attendants who have retired from the Company in accordance with the Company's retirement policy as defined in the RJET Navigator (or replacement Company handbook), shall be eligible to maintain travel privileges to the extent permitted by law and each applicable codeshare partner.
2. Any retired Flight Attendant who abuses the Company's or the codeshare partner's travel privileges or violates the Company's travel policy shall be subject to loss of travel privileges.

L. Jumpseat Policy and Privilege

1. All cabin jumpseats availability shall be subject to the CFR and Company Operations Specifications. The Captain has the final authority to ensure that carriage of a Flight Attendant jumpseat or open cabin seat rider does not affect weight or operational restrictions or cause displacement of revenue.
2. The Company, in consultation with the Union Jumpseat Committee will work collaboratively under the provisions of Article 30, to establish and maintain a reasonable Open Cabin policy, in accordance with the policies of our interline partners.

¹ Retirement as contained in the Company's then-current policy.

**ARTICLE 15
TRANSFER TO POSITIONS NOT COVERED BY
THIS AGREEMENT**

A. Management Flight Attendants

1. Management Flight Attendants are qualified Flight Attendants that are still eligible to be on the Master Flight Attendant Seniority List in accordance with 15.B.
2. The Company shall publish open Management Flight Attendant positions (e.g. Supervisors, Managers, and Inflight Training Specialists) via the Republic Airways intranet site containing internal job listings. All Flight Attendants on the Republic Airways Seniority List, who are qualified for such positions, will be eligible to apply. Current and qualified Flight Attendants will be given hiring preference prior to outside candidates.
3. Prior to candidate selection (for non-director and above positions), the Company shall request and utilize Union input about each Flight Attendant candidate who meets the qualifications and is being considered for the position prior to the candidate being hired.

B. A Flight Attendant who accepts a Company position outside the scope of this Agreement shall retain but not accrue longevity and seniority for 10 years of active service. At the expiration of 10 years, the Flight Attendant's name shall be removed from the Flight Attendant Seniority List.

C. Current and Ongoing Qualifications

1. Each Management Flight Attendant on the Seniority List shall be or have been previously qualified on an Equipment Type operated by the Company.
2. The Company shall develop, maintain and utilize a mechanism to solicit and receive feedback from Flight Attendants regarding Management Flight Attendants.

D. Flying as a Management Flight Attendant

1. Management Flight Attendants will not be eligible to bid or be awarded any Flying through the monthly bidding process.

Management Flight Attendants may not voluntarily pick up Open Time, and will be assigned to flying as provided in D.2. below.

2. Management Flight Attendants may be assigned scheduled Flying in the event of an emergency, or when no Reserve Flight Attendant is available to take the flight without incurring a delay or cancellation.
3. The Company may reward Flight Attendants by removing Flight Attendants from her trip in whole or on specific day(s), pay protecting her for such removed flying, and using Management Flight Attendants to cover such flying, so long as the Flight Attendant consents to such removal from her Trip.
4. The Company shall ensure that the Union may validate the Flying schedule of Management Flight Attendants through the Crew Scheduling software solution on property. If access to view the Flying schedule of Management Flight Attendants becomes unavailable, the Company shall provide the Union the monthly Flying Schedules of all Management Flight Attendants in a format acceptable to the Union.
5. Management Flight Attendants and other personnel that are certified flight attendants, but who are not Management Flight Attendants, are allowed to assist in duties as a third crew member operating aircraft with the additional jumpseat or cabin seat.

E. Return to Flying as a Line Flight Attendant

1. During the course of being a Management Flight Attendant, each Management Flight Attendant shall:
 - a. Maintain a current Standing Bid at all times;
 - b. Bid for any Vacancies that she chooses in accordance with Article 27; and
 - c. Upon return to Line Flying, resume the Position of her most current award.
2. Each Management Flight Attendant who becomes a Management Flight Attendant prior to completion of her Probationary Period shall be required to complete her Probationary Period if she returns to flying as a Line Flight Attendant.

F. Discipline of Management Flight Attendants

A Management Flight Attendant or a Flight Attendant who has transferred to a position outside the scope of this Agreement who is disciplined by the Company may not avail herself of the grievance and arbitration procedures contained in this Agreement.

ARTICLE 16
MISCELLANEOUS FLYING

- A. Flight Attendants may not fly commercially outside the Company.
- B. The Company will not transfer any Company aircraft to, or schedule any Flight Attendant to fly any trips for, airlines that are on strike unless mutually agreed to by the Company and the Union.
- C. The Company will not transfer aircraft to a subsidiary or alter-ego for the purpose of avoiding the terms of this Agreement.

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ARTICLE 17
NOTICES, CONTACT AND COMMUNICATION

A. General

All notices to Flight Attendants involving Base assignment, promotion, demotion, Furlough, Leaves of Absence, bulletins, and memos, etc., shall be stated in writing. Such items that are intended for all Flight Attendants will be available over the Company's intranet website or other electronic means. Access to the Company's intranet website, or other communications medium by which all Flight Attendants have access to the above information, shall be provided to the Union's Business Representative and her designee. Such access to information will be the same as that provided to all Flight Attendants covered by this Agreement.

B. Scheduling Contact

1. A Flight Attendant shall designate at least one phone number to the Company at which she may be contacted. If a secondary number is a designated home number, and the Flight Attendant is away from Base on assignment, that number will not be used in contacting the Flight Attendant.
2. Once the final Bid Award is posted, all Company-initiated changes to a Flight Attendant's Schedule require Positive Contact with the Flight Attendant.
3. Positive Contact is between the Scheduling Department or a Company designated representative and the Flight Attendant on a recorded line or by electronic means¹ with confirmed receipt of notification.
4. A Flight Attendant must be contactable by the Company during an Assignment, from Report to Release at Base. Any change to a Flight Attendant's Schedule during an Assignment requires Positive Contact with the Flight Attendant. If the Company attempts Positive Contact, the Flight Attendant shall respond in a timely manner.

¹ This includes FLICA, CrewLife or any technological enhancements/developments made in the future.

5. A Flight Attendant who self-notifies of an Assignment via electronic means will be responsible for the Assignment.
 6. A Flight Attendant is not required to be contactable by the Company on a Day Off.
 7. A Flight Attendant is not required to keep the Company notified of her whereabouts on her Days Off.
 8. A Flight Attendant who is unable to Report for Duty will notify Crew Scheduling as far in advance as practicable.
 9. The Company may contact a Flight Attendant during a Layover subject to the following conditions:
 - a. Any time during the Layover in the case of a personal or family emergency;
 - b. From Release to Report, the Company may contact a Flight Attendant more than 9 hours before her scheduled or revised Report time, or within one hour before her scheduled or revised Report time.
 10. The Company will not contact a Flight Attendant between 2200 and 0600 Base time while a Flight Attendant is not on an Assignment. The following exceptions apply:
 - a. If there is a change in the Flight Attendant's Schedule (i.e. Rescheduled), the Flight Attendant may be called one hour after Block-In time or one hour or less prior to the scheduled or revised Report Time, whichever is earlier, provided the call is made to minimize the disruption to the Flight Attendant's Rest. No more than one Positive Contact will be made during that period by the Company for this reason.²
 - b. When the contact is for the purposes of soliciting picking up of extra flying, the Flight Attendant must have elected to be contacted.³
- C. The Company will maintain a standard method of notifying a Flight Attendant if a scheduled Departure time will be appreciably delayed (more than one hour) or canceled. A Flight Attendant will be notified as far in advance as is practicable.

² No more than one Positive Contact unless there are new changes.

³ This means if a Flight Attendant has not elected "Do Not Contact For Extra Flying" in CrewLife.

- D. Telephone Recordings
1. All telephone conversations between Crew Schedulers or Flight Dispatchers and a Flight Attendant shall be recorded. Recordings shall be kept for a minimum of 60 days. In the event of a dispute, the Chief Steward or her designee may request that any recording(s) be kept until the dispute is settled.
 2. A Flight Attendant is prohibited from recording any conversations with any person from the Company without prior written approval from the VP/Director of Labor Relations.

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**ARTICLE 18
RESOLUTION OF DISPUTES**

A. Settlement of Disputes

Under the dispute resolution procedures as established herein, the Union on behalf of the Flight Attendant(s), may file a grievance concerning any interpretation or application of the terms of this Agreement by the Company, including discipline or discharge, when the dispute has not been resolved in conference with Company officials.

B. Discipline and Discharge

1. A Flight Attendant who has completed her probation shall not be disciplined or discharged without just cause.
2. Nothing in this Agreement shall be construed to extend the right to arbitrate a grievance concerning her discipline or discharge to a Probationary Flight Attendant, or to require that such discipline or discharge be based on just cause. The Company will not arbitrarily or capriciously discipline or discharge a Probationary Flight Attendant.
3. Investigative Meeting:
 - a. A Flight Attendant shall not be disciplined or discharged without previously being afforded a meeting before the Director of Inflight or her designee, provided the Flight Attendant has made herself available for the hearing.
 - b. The purpose of the investigatory hearing is to offer the Flight Attendant an opportunity to provide relevant facts and mitigating circumstances regarding her situation prior to the disposition of her case.
 - c. The Flight Attendant shall be notified, with concurrent notice to the Union, of the time and place of the meeting. The notice must specifically reference that discipline may be assessed, describe the nature of the matter or incident to be discussed, and inform the Flight Attendant of her right to bring a Union Representative as provided below.

- d. The Flight Attendant shall have the right to be accompanied to the meeting by a Union Representative. Up to two additional Union Representative may be present at the hearing. No meeting will be held without Union representation if such representation is requested and is available within a reasonable period of time, unless the Flight Attendant waives her right to Union representation.
 - e. Nothing herein shall prevent the Company from holding a Flight Attendant out of service with pay until a meeting has been held and a decision arrived at in writing by the Company.
4. The Company shall provide the Flight Attendant and Union with a copy of its written decision regarding the incident or matter that was the subject of the meeting within 15 Calendar Days of the close of the investigation by the Company, unless a later date is mutually agreed to by the Parties.
5. From the date the Company sends its written decision to the Flight Attendant and Union, the Union shall have 15 Calendar Days to grieve the decision. The Union will submit the grievance to the VP/ Director of Labor Relations or her designee.
6. Attendance: If a Flight Attendant wishes to grieve attendance discipline, she must first dispute the underlying occurrences as provided in Article 29.G.
7. The grievance will proceed to Step One.

C. Non-Disciplinary Grievances

1. The Union, on behalf of a Flight Attendant(s), may file a grievance concerning any action of the Company affecting her or them. The Union may submit a written grievance to the VP/Director of Labor Relations within 30 Calendar Days from the time the affected Flight Attendant or Union knew, or reasonably should have known, of the event(s) giving rise to the grievance. As an eligibility requirement to filing such a grievance, the Flight Attendant will email the matter to her supervisor for resolution. Such correspondence will occur within 30 Calendar Days of the date the Flight Attendant knew or reasonably should have known, of the event(s) giving rise to the grievance. The grievance should:
- a. be signed by the affected Flight Attendant or Union official;

- b. describe the facts upon which the claim is based, identifying the specific provisions of the Agreement claimed to have been violated; and
 - c. describe the relief sought.
2. Incomplete grievances will not be accepted.
3. The grievance will proceed to Step One.
- D. Step One: Grievance Settlement Conferences**
1. Unless the Parties agree to bypass the Grievance Settlement Conference, each grievance shall be submitted to the Grievance Settlement Conference pursuant to the procedures outlined directly below. The Union and Company will meet within 30 days from the date the grievance is filed.
2. The Union shall notify the Company seven business days prior to the date of the Grievance Settlement Conference of the grievances to be discussed, and provide electronic copies of all grievances.
3. The Grievance Settlement Conference shall be informal and without the assistance of a designated mediator. The rules of evidence will not apply and no transcript or recording of the Grievance Settlement Conference will be made.
4. Within 15 days of the Grievance Settlement Conference, the Company shall notify the Union, in writing, of its decision in each grievance discussed. Notification to the Union shall be pursuant to Article 18.G.3. For cases that are settled, the settlement agreements shall be reduced to writing and signed by both Parties.
5. The Union may appeal the Company's decision(s) to Step Two within 30 Calendar Days of the date of the decision by the Company.
- E. Step Two**
1. Discipline Grievances will be appealed to the two person System Board of Adjustment as provided in Article 19.A.
2. Per mutual agreement of the parties, non-disciplinary grievances will be appealed to either the two person System Board of Adjustment as provided in Article 19.A. or Mediation as provided below.

3. Mediation:

- a. Upon mutual agreement, the Parties may submit a grievance to mediation with the National Mediation Board or an agreed upon neutral mediator.
- b. Any settlement resulting from the mediation shall be reduced to writing and signed by both Parties.
- c. A mediation opinion issued by a mediator will not be binding on either Party.
- d. If the Parties are unable to resolve a grievance in mediation, the grievance may proceed to the two person System Board of Adjustment as provided in Article 19.A.

F. Step Three: Arbitration

1. If the grievance is not resolved at Step 2, the Union has 30 Days to appeal to Step 3, Arbitration before the three person System Board of Adjustment as provided in Article 19.B.
2. Decisions of the three person System Board of Adjustment are final and binding.

G. General

1. Time limits prescribed in this Article may be waived by mutual consent of the Parties. If any decision required of the Company is not rendered in a timely manner, the grievance should be considered denied and it shall automatically be appealed to the next step in the grievance procedure without any action by the Union or the Flight Attendant.
2. Probationary Flight Attendants shall have the right to file grievances concerning non-disciplinary issues.
3. Copies of all notices and decisions shall be distributed to the grievant and the Union. For the purposes of this Article, distribution methods may include email, certified mail, return receipt requested, UPS delivery, or by hand delivery.
4. When a Flight Attendant's personnel file or Training record is relevant to a grievance involving that Flight Attendant, a designated Union Representative shall, upon request and with written authorization from the Flight Attendant, be granted access to such

material for purposes limited to that specific grievance. The Company shall not provide HIPAA protected information to the Union.

5. The Union shall keep the Company informed of the identities of current Union Representatives.
6. Investigative meetings/hearings, Grievance Settlement Conferences, Mediations, and Step One hearings referenced in this Article will be held during normal business hours and may be held telephonically or by other technological means (e.g., Teams/ Zoom) that are or may become available. In lieu of telephonic or other remote attendance of a Flight Attendant, the Company may require or the Parties may mutually agree to require a Flight Attendant to appear in person for any investigative meeting/hearing or other meeting held by the Company.
7. Consistent with other provisions of this Article, a Flight Attendant shall be entitled to have a Union representative present at any step of the grievance procedure and at any other such time a Flight Attendant is requested to meet with a member of management where there exists the potential that such meeting may result in disciplinary action being taken against the Flight Attendant.
8. Nothing in this Article is intended to prevent the Union and the Company from meeting (in person or otherwise) more frequently to discuss or resolve outstanding disputes or grievances.

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**ARTICLE 19
SYSTEM BOARD OF ADJUSTMENT**

A. Two-Member System Board of Adjustment

Pursuant to Article 18.E. Grievances will be appealed to the two member System Board of Adjustment. The Parties may mutually agree to forego the two-member System Board of Adjustment and instead submit Discipline Grievances to mediation.

1. Composition of the Two-Member SBA

- a. The Two-Member SBA will consist of two members, with one member appointed each by the Company and the Union.
- b. The members need not serve for a defined term, but each case will be decided by the members who heard it.

2. Decisions

- a. Decisions reached by a majority vote of the members shall be final and binding upon the parties.
- b. If the members are unable to decide the case by a majority vote, it shall be declared deadlocked, in which case the dispute may be appealed to the Three-Member SBA set forth in Article 19.B.

B. Three-Member System Board of Adjustment (Arbitration)

1. Establishment

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, which Board shall be known as the "Republic Airways Flight Attendants' System Board of Adjustment", hereinafter referred to as the "Board" or "Three-Member SBA."

2. Composition of the Board

- a. The Board shall be comprised of three members, one selected by the Union, one selected by the Company, and one neutral member.

- b. The neutral member shall be selected by mutual agreement of the Parties. The Company and the Union, on alternating basis, shall proffer a list of five arbitrators within 30 calendar days of the Board appeal. Such arbitrators shall have airline labor arbitration experience. The party to whom the list is proffered shall select an arbitrator within 15 Calendar Days of receipt of the arbitrator proffer list.
- c. The Board hearing shall convene within 60 Calendar Days following the selection of the arbitrator if the arbitrator proffers available dates within the time period prescribed. If the arbitrator is not available within 60 Calendar Days, the hearing shall convene as soon as possible thereafter. In the event that the arbitrator is not available within six months of selection, by mutual agreement, the parties will select another arbitrator from the panel. If no arbitrator from the panel is available within six months either party may request the National Mediation Board (NMB) to provide the parties with a list of arbitrators who have airline labor arbitration experience.

3. Jurisdiction

- a. The Board shall have jurisdiction over disputes between any Flight Attendant covered by this Agreement and the Company growing out of grievances or out of interpretation of any of the terms of this Agreement. The Board shall consider any dispute properly submitted to it by the Union when such dispute has not been previously settled in accordance with the terms provided for in this Agreement. The jurisdiction of the Board shall not extend to changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties herein.
- b. The Board shall consider any dispute properly submitted to it when such dispute has not been previously settled in accordance with Article 18.

4. Submission of Dispute

All submission of disputes properly referred to the Board for consideration shall be addressed to the Board with one copy each to the Company and the Union, and one copy for each member. One copy of the submission shall be submitted to the neutral third member. Such submission shall show:

- a. question or questions at issues;
 - b. statement of facts;
 - c. position of the Union;
 - d. the understood position of the Company; and
 - e. the relief sought.
- ### 5. Documents, Witnesses, Evidence and Representation
- a. The Union will designate its representative and the Company will designate its representative. Evidence may be presented either orally, in writing, or both.
 - b. The Board shall, when requested by the Company representative, by the Union representative, or by an individual member of the Board, summon any witnesses who are employed by the Company or the neutral member may direct the production of relevant documents deemed necessary by either party to the dispute or by a Board member. Nothing herein shall prohibit an arbitrator from summoning a non-employee witness upon request of either party.
 - c. The number of witnesses summoned at any time shall not be greater than the number which can be spared from the Company's operation without interference with the services of the Company.

6. Stenographic Report

Unless mutually agreed otherwise, a stenographic report will be taken of any three member board hearing, with the cost to be borne equally by both parties to the dispute. No other recordings are permitted at Board or other hearings except by advance mutual agreement.

7. Decisions Final

A majority vote of all members of the Board shall be competent to make a decision. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties. Board findings and decisions shall be in writing and shall be rendered within 45 days from the close of the hearing, or as soon as practicable thereafter.

C. General**1. Location of Board Hearings**

The Board shall meet in the city where the Company's general offices are located unless the parties mutually agree to a different location.

2. Rights and Privileges of Parties

Nothing herein shall be construed to limit, restrict or abridge the rights and privileges accorded to either the Flight Attendant employees, the Union or the Company, or their accredited representatives, under provisions of the Railway Labor Act, as amended.

3. Expenses — Board Members/Witnesses

- a. The expenses of the Board and the expenses and reasonable compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses of their Board Members, witnesses, and representatives.
- b. The grievant (whether an employee of the Company or not), employee witnesses, employee Board members and representatives who are employees of the Company shall receive free transportation on the lines of the Company, from their point of duty or assignment to the point at which they must appear as witness or representatives, and return, so far as space is available, to the extent permitted by existing policies and travel agreements and law.
- c. Employee Board members shall, when attending meetings or hearings of the Board, receive on-line Company business positive space passes for Company transportation to the extent permitted by code-share travel agreements and law.
- d. Should a hearing be postponed or canceled without mutual consent of the Company and the Union, the party requesting such postponement or cancellation shall bear any and all cancellation fees and or expenses incurred by the neutral member.
- e. Members of the Board who are employees of the Company shall suffer no loss of pay while attending Board meetings.

4. Freedom to Discharge Duties

Each Board member shall be free to discharge her duty in an independent manner without fear that her individual relations with the Company, with the Flight Attendants or with the Union may be affected in any manner by any action taken by her in good faith in her capacity as a member of the Board.

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**ARTICLE 20
UNION MEMBERSHIP**

A. Union Membership

It shall be a condition of employment that all Flight Attendants covered by this Agreement shall, on the effective date of this Agreement, become and remain members in good standing of the Union. It shall be a condition of employment that all Flight Attendants covered by this Agreement and hired on or after its effective date shall, on or before the (90th) day following the beginning of the initial seniority date, become and remain members in good standing in the Union. In the alternative to becoming and remaining members of the Union in good standing, Flight Attendants subject to this paragraph may tender to the Union monthly dues, fees and/or assessments uniformly required of the Union members, such sums to be recognized as Service Fees.

B. Initiation Fees, Dues and Assessment Deductions and Reporting

1. The Company will deduct from the wages of any Flight Attendant covered by this Agreement said Flight Attendant's dues, initiation fees and/or assessments as a member of the Union, or Service Fees, upon receiving the Flight Attendant's voluntary and individual written authorization for the Company to make such deductions, signed by the Flight Attendant. Such authorization form will be provided by the Union. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees, dues and/or assessments. The amount so withheld shall be deducted from the appropriate paycheck, reported and paid to the Union monthly, no later than the (15th) of each month.
2. The following information will be reported and transmitted with the monthly check off: each Flight Attendant's Social Security number, Employee ID number, full name, current address, phone number(s), hire date, date of birth, rate of pay and status of employment (e.g. Base, Active Status, leave of absence, furlough, recall date, termination date, etc.). Such report will be transmitted electronically.

C. Indemnification Clause

The Union shall indemnify the Company and hold the Company harmless from any and all claims which may be made by a Flight Attendant

against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.

D. Dues Collection after Termination

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

E. Failure to Pay Dues or Service Fees

1. If any Flight Attendant covered by this Agreement becomes delinquent in the required payment of the Service Fee or if any Union member becomes delinquent in the payment of dues, fees, and/or assessments, the Union may immediately notify such Flight Attendant by USPS CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with a copy sent by regular U.S. mail and a copy to the VP/Director of Labor Relations, that the Flight Attendant is delinquent in the payment of such Service Fee or membership dues, fees, and/or assessments, as specified herein and is subject to discharge as a Flight Attendant for the Company. Such letter shall also notify the Flight Attendant that the required payment must be remitted within a period of (30) days or the Flight Attendant will be discharged.
2. If upon expiration of the (30) day period the Flight Attendant remains delinquent, the Union may certify in writing to the VP/Director of Labor Relations and the Flight Attendant, that the Flight Attendant has failed to remit payment within a grace period allowed and is to be discharged. The Company shall therefore notify the Flight Attendant within (10) days of the receipt of notice from the Union that she is to be discharged from the service of the Company, of the reason for this action, and of her rights under this section to appeal this decision.
3. A Flight Attendant who is to be discharged as a result of the provisions of this Article may protest the intended action only by using the following procedure:
 - a. The Flight Attendant must submit her protest to the Two-Member Republic Airways Flight Attendants' System Board of Adjustment (the "Two-Member SBA") in accordance with Article 19.B within 10 days from the date of notification by the Company as provided in Paragraph 2, above. Copies of the protest shall be submitted to the VP/Director of Labor Relations c/o Republic Airways, 8909 Purdue Rd., Suite 300

Indianapolis, IN 46268 and to the Union c/o Teamsters Local Union No. 135, 2829 Madison Avenue Indianapolis, IN 46225 via USPS CERTIFIED MAIL, RETURN RECEIPT REQUESTED. If the Flight Attendant fails to file a timely protest her discharge shall be effective upon expiration of the 10 day period as set forth in this paragraph. The Two-Member SBA will convene a hearing within 10 days of receipt of the protest. A representative of the Company, a representative of the Union and the Flight Attendant filing the protest will be allowed to present to the Board all evidence and argument relevant to the issue (i.e., were the dues, fees, and/or assessments owed and timely paid). Prior to the expiration of the work day following such Board meeting, the Board will issue either a majority decision or a notice of deadlock with a copy sent to the Union, the Company and the affected Flight Attendant filing such protest. If the majority decision is issued, it will be final and binding on all parties concerned.

- b. If the protest is deadlocked by the Two-Member SBA, the Flight Attendant may appeal to the Three-Member Republic Airways Flight Attendants' System Board of Adjustment (Arbitration) in accordance with Article 19.A of this Agreement by notifying the parties in the same manner as previously identified in paragraph above within 10 days of receipt of the deadlock decision. The Union and the Flight Attendant shall select a neutral from the list set out in Article 19.A.2.b, using the alternate strike method. Once the neutral is selected the Board will endeavor to convene a hearing at the earliest possible time to decide the dispute. At the meeting of the Board, sitting with the neutral, a representative of the Union and the Flight Attendant filing the protest will be allowed to present to the Board all evidence and argument relevant to the issue. A majority decision of the Board, including the neutral, will be issued within five days after such meeting and will be final and binding on all parties concerned. The expenses and reasonable compensation of the neutral and all other costs of the proceeding shall be borne equally by the Union, the Company and the affected Flight Attendant.
4. Time limits specified in this Article may be extended in individual cases only, and then only by written agreement between the Flight Attendant and the Union.

5. During the pendency of an appeal by the Flight Attendant, pursuant to Article 20.E.3.a or above, a Flight Attendant shall be in non-pay status and shall not be permitted to fly.

6. It is understood that the requirements of Article 20.A, above, shall not apply to a Flight Attendant during periods of time she holds a management position.

F. Individual Dues Payment

It shall be the responsibility of any Flight Attendant who is not on a dues deduction program to keep her membership current by direct payments of monthly dues, fees, or assessments to the Union.

G. Dues Deduction Error

Should a deduction be missed, or in the event an insufficient amount is deducted, the Company will be responsible to make the proper deduction in full the following month, or deducted in such amounts and/or timeframe as the Union may direct.

H. Union Access

The Union Representative(s) shall have free access to the Company's operations facilities to transact that business which is necessary for the administration of this Agreement. The Company further agrees to provide the Union Representative with proper ID to enter its operation facilities, if required.

I. Hospitality Committee

The Company shall set aside a mutually agreeable period of time, not less than one and one half hours, during the last week of each New Hire class during which the Union Business Representative and/or Union Hospitality Committee may meet with each New Hire class. This meeting shall be used solely to convey information about the Union, its representation of Company Flight Attendants, and its role in dealing with the Company on behalf of Flight Attendants all presented in positive terms. The Union may designate those committee representatives who will present Hospitality Committee materials during the New Hire class, so long as such representative(s) adhere to the provisions above. The Company may elect to have a representative present during the meeting.

ARTICLE 21 UNIFORMS

A. Uniform Guidelines

1. A Flight Attendant shall wear the standard uniform as required in Company regulations at all times when on duty or in connection with any event or special assignment where the Flight Attendant is identified as a Flight Attendant with the Company.
2. The Flight Attendant will be responsible for the cost of the initial basic uniform and all accessories.
3. The price of uniform items purchased through the Company will be at the Company's cost.
4. A Flight Attendant will be responsible for any unpaid uniform pieces should she be separated from the Company prior to resolving monies owed.

B. Basic Uniform Complement

1. The required uniform will consist of two Bottoms (slacks or skirts), one Belt, four Shirts, two Ties (or appropriate codeshare scarfs), and a Raincoat with removable liner, one Apron (United Branded), one Apron (unbranded).
2. One dress may be substituted for each bottom and two shirts, inclusive, as stated above.
3. The Company will provide each Flight Attendant with one set of wings.
4. Flight Attendants are expected to carry compliant luggage — per the Company style-guide standards — as part of a compliant, minimum uniform compliment.

C. Union Insignia Pin

1. The Flight Attendant shall be permitted to wear the official Union insignia (not to exceed one inch in diameter) in accordance with the Image Guide.
2. The Flight Attendant shall be permitted to wear other Company-approved pins, such as years of service recognition awards in accordance with the Image Guide.

D. Uniform Changes

1. If the Company changes the required uniform style or discontinues a required uniform piece and requires the acquisition of a substitute piece, a Flight Attendant will be provided new required uniform pieces at no cost.
2. If a Flight Attendant is involuntarily required to change bases requiring a change of uniform the Company shall be responsible for supplying the Flight Attendant with the basic uniform complement at no cost.
3. The Union will designate a Uniform and Appearance Committee which will be consulted by the Company prior to making any changes in the Flight Attendant uniform or appearance standards. The Company will consider the reasonable recommendations of the Committee.
4. The Company will meet with the Chief Steward or her designee to resolve problems involving procurement of basic uniform items.

E. Uniform Reimbursement or Replacement

1. After the first 12 months of longevity, and annually each year of longevity thereafter, the Company will credit each Flight Attendant's Uniform Allotment Account with \$275.00 to be used for the replacement of uniform items and accessories available from a Company approved vendor. Flight Attendants will have the same required luggage options as pilots. Uniform items ordered through a Company approved vendor will be direct billed to the Company for payment from the Flight Attendant's account. The Uniform Allotment Account may only be used to purchase luggage once every 18 months.
2. The Flight Attendant will be paid a uniform cleaning stipend of \$20.00 per month.
3. The Company will replace or repair any uniform item that is damaged while on duty.
4. The Company will lend two maternity uniforms to Flight Attendants as needed. Flight Attendants who borrow maternity uniforms shall return them in good condition (normal wear excepted) when they are no longer needed.

ARTICLE 22
GENERAL

A. Contract Agreement

1. Nothing in this Agreement shall be construed to limit or deny any Flight Attendant any rights or privileges to which she may be entitled under provisions of the Railway Labor Act, as amended.
2. If any provision of this Agreement is declared invalid by any court of competent jurisdiction or government agency because of existing or future legislation or regulation, such invalidation shall not affect the remaining provisions of this Agreement.
3. This Agreement, when accepted by the parties and signed by the respective representatives duly authorized, shall constitute the sole agreement between them involving the Flight Attendants. Any alteration or modification of this Agreement must be made by and between the parties and must be in writing.
4. The Company shall supply copies of the Agreement for distribution to the Flight Attendants within 30 days of the signing of this Agreement in electronic format. The Company will also provide trainees with a copy of this Agreement during Initial Training, accessed through their Company issued EFB.

B. LOA Distribution

The Company will publish and make available through electronic means to all Flight Attendants any and all Letters of Agreement between the Company and the Union.

C. Personal Information Change

Flight Attendants shall immediately notify the Company of any change in address or telephone contact number. Information notifications will be made to both Crew Scheduling and to the Company's HRIS System by the Flight Attendant.

D. Property Damage and Civil Liability Indemnification

1. No Flight Attendant or her estate shall be required to pay the cost of repair or replacement of any aircraft, equipment or property damaged or destroyed in the performance of her duties with the Company.

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2. The Company will continue to provide liability insurance covering Flight Attendants while in the performance of their duties with the Company. Such coverage shall also apply to civil actions for damages against a Flight Attendant's estate. It is expressly understood that all indemnification and holding harmless of any Flight Attendant is limited by the terms and exclusions of the Company's policy with its insurers.
- E. Electronic Flight Bags (EFB Devices)
1. The Company will provide all Flight Attendants with required electronic Company manuals on their EFB devices.
 2. Each Flight Attendant will exercise her best effort in caring for her EFB and accessories. It is understood that if the EFB or accessories are damaged, the Flight Attendant will return the damaged EFB or accessories to the Company for repair or replacement.
 3. If an EFB or accessories is stolen or lost, the Flight Attendant will report such theft to the appropriate authorities or describe the circumstances of the loss to the Company. In either case, the Company will provide a replacement EFB or accessories and will ensure that the Flight Attendant receives it in a timely manner as to mitigate any loss of time performing her assigned duties.
 4. In all cases, the Company will be responsible for the cost of the replacement EFB or accessories unless it is determined that the Flight Attendant demonstrated negligence in relation to the damage, theft, or loss of the EFB or accessories.
 5. If the Company is unable to deliver a replacement EFB, accessories, or appropriate printed paper documents in lieu thereof, to any Flight Attendant, causing an adjustment to the Flight Attendant's Schedule that reduces her flying or availability, the Flight Attendant will be pay protected for the adjusted flying unless it is determined that the Flight Attendant demonstrated negligence in relation¹ to the damage, theft, or loss of the EFB or accessories.
 6. The Company shall replace an EFB at the end of the useful life span of the EFB. The useful lifespan of the EFB shall be determined by the Company.

¹ "In relation" also includes report of.

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7. The Company shall replace all cables and chargers for the EFB and accessories, and replace other components as necessary (e.g. cover, case, etc.) upon the request of the Flight Attendant at no cost to the Flight Attendant. In such cases, the items being replaced will be returned to the Company when the replacement is issued.
- F. The Company shall furnish an identification card to each Flight Attendant. Flight Attendants shall bear the cost of replacement if lost.
- G. The Company will replace, at no cost to the Flight Attendant, her identification card, wings or any other uniform accessories if they are damaged while on duty through no fault of the Flight Attendant.
- H. Feminine Pronouns
- The feminine pronouns used herein shall include the masculine, and vice versa, unless clear from the context that reference to the specific sex was intended.
- I. Witness Duty
- A Flight Attendant who is subpoenaed to appear as a witness on behalf of the Company will be paid for trips missed on a day of work, or COB at five hours pay for such required appearance on any day off. This provision shall not apply to witnesses in Grievance arbitration proceedings, which will be handled in accordance with Article 19 of this Agreement.
- J. Accident Investigation
1. The Company will allow the Union to have two Union designated Go-Team² members to participate in an NTSB accident investigation involving Company aircraft. A Flight Attendant participating in an aircraft accident investigation involving Company aircraft as a member of the NTSB Go-Team shall do so without loss of pay. Flight Attendants shall continue to retain and accrue Seniority and Longevity while participating in an aircraft accident investigation.
 2. The Company will promptly notify both the Union Business Representative and the Union designated Go-Team members in the event of any accident or incident involving Company aircraft.

² The NTSB Go-Team members are determined by the NTSB.

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3. Up to two Union Go-Team Members will be provided "Company Business-Positive Space" transportation over the Company's system, or by way of any other airline to any aircraft accident site, or other event site, as requested by the Union. If travel is unavailable on the Company system, the Company will supply positive space transportation on any other airline or provide chartered flights, at no cost to the Union or the Flight Attendant, as appropriate.
 4. The Company and the Union shall meet on an annual basis to review the Company Aircraft Accident Emergency Response Plan and any amendments thereto.

K. Payment for Equipment and Training.

1. All Training of Flight Attendants shall be at Company expense. Ground school, training facilities, training aids, written training materials and equipment utilized for such Training will be provided at no cost to the Flight Attendant.
2. Flight Attendants will not be required to pay for the use of any equipment required in scheduled operations.

L. Alcohol/Drug Testing

1. The Company will maintain and administer drug and alcohol testing programs in accordance with applicable laws and regulations.
2. All Flight Attendants will be provided with an electronic copy of the Company's FAA approved drug and alcohol program.
3. A Flight Attendant who is removed from a Trip Pairing for drug or alcohol testing that does not result in a positive test will not suffer a loss of pay as a result.

M. Aircraft Tidying

1. Flight Attendants will return the cabin to a neat and orderly state during turns at outstations.
2. Flight Attendants will tidy the cabin and galley areas and remove any visible trash from the cabin prior to landing and after all passengers have deplaned.

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3. The Company and the Union will meet and discuss any new duties of aircraft tidying³ prior to implementation.

N. Special Assignments

1. From time to time, the Company may designate special projects, including philanthropic flying, and Company Business (COB), some of which the Company may assign to Flight Attendants, and others which the Company may post to invite Flight Attendant applicants. A Flight Attendant who performs special projects, including philanthropic flying, and/or COB shall continue to accrue and retain all Flight Attendant Seniority and Longevity in accordance with this Agreement while doing so.
2. While selection of Flight Attendants for special projects, including philanthropic flying, is at the Company's discretion and Union input, the Company will consider qualified Flight Attendants.
3. No Special Project or COB assignments will contain supervisory or management duties.
4. The Company will meet with the Union to discuss Special Project Assignments, including philanthropic flying, and COB and will provide a list of all Flight Attendants who have been or are on special projects and what those projects were on a monthly basis.
5. All Flight Attendants who perform COB, will be required to maintain a current Flight Attendant qualification and are required to be available to fly when the needs of the operation so dictate. As such, all COB Flight Attendants are required to have a full uniform, all relevant required equipment for Duty and overnight essentials at her immediate disposal while performing COB functions.
6. In times of operational necessity, COB Flight Attendants will be relieved of any COB assignment(s) to cover open flying to protect the integrity of the operation. COB Flight Attendants, while working, are required to respond to a call from Crew Scheduling or Inflight management within 20 minutes.
7. A COB Flight Attendant will be assigned to Company-required open flying prior to an assignment to Inflight management.

³ This includes any tidying, cleaning, trash removal or general waste disposal.

8. Flight Attendants on Special Projects, including philanthropic flying, and/or Company Business will be required to maintain no less than 60 flying Credit Hours per quarter.
9. Flight Attendants on special projects and/or Company Business will be on such assignments no more than three consecutive months. After three consecutive months of participating in special projects, including philanthropic flying, and/or COB, the Flight Attendant will be required to fly one full month with no Special Projects and/or COB participation before returning to Special Projects or COB. This limitation does not apply to COB Flight Attendants who perform COB for Training Functions.
10. COB Assignments will be suspended over Holiday periods as defined but not limited to the following list, dates at the discretion of the Inflight Director, to protect the integrity of the operation:
 - a. New Year's week;
 - b. Memorial Day weekend;
 - c. Fourth of July week;
 - d. Labor Day weekend;
 - e. Thanksgiving weekend; and
 - f. Christmas week

O. Time Off Without Pay (TOWOP)

The Company may offer TOWOP to Flight Attendants at any time at its sole discretion. Such TOWOP may be offered in specific Bases with an overage of Flight Attendants based on the needs of the operation. The Company will allow Flight Attendants in such bases, an opportunity to Bid on TOWOP offerings based on their Seniority and the length of time being requested in the Bid; however, once a Flight Attendant is awarded TOWOP, her Seniority will drop to the bottom of the list of TOWOP requests for the following month.

1. TOWOP will be used by the Company to adjust staffing needs on a month to month basis.
2. TOWOP will not affect Guaranteed Low Time Lines.
3. The Company will determine the staffing adjustment by Base.

4. The Company will publish the projected adjustments by Base for bid at 0900 on the first day of the prior bid month and will close at 0900 on the fifth day of the prior bid month.
5. TOWOP will be awarded by 0900 on the 8th day of the prior bid month.
6. TOWOP will be awarded to Flight Attendants in either 15 or 30/31 (half or full month) day increments dependent on their respective Seniority and the available length of time being requested.
7. A Flight Attendant on TOWOP will not be required to meet any minimum flying for the bid period.
8. A Flight Attendant on TOWOP will not be required to maintain the quarterly credit minimum described in Article 6 during any quarter in which she is on TOWOP.
9. A Flight Attendant on TOWOP will be required to stay current with all Training and qualifications.

P. Personnel File

1. Flight Attendants shall be permitted to review a copy of their Personnel File upon request to Employee Relations. Upon receipt of the request, the Company shall make the information available to the requesting Flight Attendant through one of the following means:
 - a. Review of the file in the Employee Relations Department at Company Headquarters; or
 - b. Telephonic review of the file with the Manager of Employee Relations, or designee; or
 - c. Review of the file over other virtual electronic means which may become available in the future.
2. Each Flight Attendant shall be provided a copy of any disciplinary letters being placed in her Personnel File and will be allowed to place a statement regarding any disciplinary letter in her Personnel File.
3. Disciplinary letters will be removed from a Flight Attendant's file 12 months after the date of issuance provided there are no other infractions of a similar nature in the intervening period. In no event will letters older than 24 months remain in her file and/or be

utilized for a Flight Attendant's progressive discipline. Last Chance Agreements (LCA) will not remain in the Flight Attendant's file longer than the duration of the LCA.

Q. Recordings

The Company will not regularly or randomly review information from a cabin recording device or other electronic monitoring device for the purpose of establishing the basis for disciplinary action or discharge of a Flight Attendant. Information obtained from flight monitoring devices should be used to enhance Flight Attendant safety or Federal Aviation Regulations.

ARTICLE 23
NEW EQUIPMENT

Should the Company announce its intent to place into revenue service aircraft with seating capacity in excess of 99 seats, the rates and work rules specific to that aircraft type will be determined as follows:

1. The Company will give the Union notice of its intent to introduce the new equipment at least six months prior to the estimated scheduled revenue service date, or within 30 days after entering into the contract for procurement or lease of the new aircraft type, whichever is later in time.
2. The parties will meet within 15 days following written request by either party to negotiate rates of pay for such aircraft type. Should negotiations result in an agreement, the new aircraft type will be flown in accordance with the terms of the agreement. If negotiations do not result in an agreement within 100 days from the date of commencement of negotiations, either party may submit the dispute to final and binding interest arbitration.
3. The dispute shall be heard before an Arbitrator selected in accordance with the procedures set forth in Article 19 (System Board of Adjustment).
4. The Hearing will be conducted as soon as possible but in no event more than three months after arbitrator selection, unless mutually agreed otherwise. Briefing by the parties, if any, will be completed within 30 days after the hearing date. The Arbitrator shall issue a decision no later than 60 days after the close of the hearing or of receipt of the parties brief, whichever is later.
5. Upon final agreement, or issuance of the Arbitrator's decision, as the case may be, retroactive compensation, if applicable, will be paid to all Flight Attendants who operate a disputed aircraft type placed in revenue service before the parties' agreement became effective or the award issued.
6. Nothing set forth in this Article shall prevent the Company from introducing a new Aircraft type into revenue service before agreement is reached over the rates and work rules applicable to that Aircraft, as long as the pay rates assigned to such Aircraft type are not less than the rates provided in Article 3 of this Agreement.

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Tentative Agreement

Union: _____

Dated: 9.24.22

Company: _____

ARTICLE 24

HOURS OF SERVICE

A. Rest Periods

A Flight Attendant will have a minimum of 10 hours of Rest between Duty Periods (from Release time until next Report time), whether in Base or out of Base.

B. Duty Time Limitations

1. A Flight Attendant will not be Scheduled or Rescheduled for a Duty Period in excess of 14 hours. A Flight Attendant may be Rescheduled beyond this limit where the last flight of a Duty Period is a Deadhead. In no case will the actual Duty time exceed 16 hours without her consent.
2. A Flight Attendant's Duty time for a Flight, Trip or Trip Pairing will commence at the later of the Flight Attendant's Scheduled Report Time or actual Report Time. Report time shall be Scheduled for 30 minutes prior to Departure time of the first Flight, but may be increased by the Company up to 15 minutes and up to an additional 15 minutes if operationally required.
3. Duty time will end 15 minutes after Arrival time of the last flight of the Duty Period, plus an additional 15 minutes if clearing customs, repositioning an Aircraft (as required by the Company), or both. At the request of either party, the parties will meet to evaluate, on an airport-by-airport basis, circumstances involving longer or shorter times for clearing customs or repositioning. If the parties agree that an adjustment should be made, the change will be implemented.
4. All Trip Pairings will begin and end at the Flight Attendant's Base. A Flight Attendant may waive this provision.
5. Trip Pairings will not be Scheduled in excess of five consecutive days and shall not exceed 108 hours TAFB.

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6. A Duty Period will contain a maximum of six flying legs (would not apply in a diversion situation). This may be extended to eight with the Union Scheduling Committee's concurrence on a Bid Month basis.

C. Pay Credit Limitations For Final Monthly Bid Award

The Company will not award a Flight Attendant for more than 100 credit hours in a Bid month; provided, a Flight Attendant may consent via FLiCA to a final Bid Award Schedule in excess of 100 credit hours A Flight Attendant may voluntarily pick up Flying in excess of this limitation.¹

D. Days Off

- 1. The Company will Schedule Hard, CDO and Composite LineHolders with at least 12 days off in Base per Bid Period. A Reserve Flight Attendant will be Scheduled for at least 11 days off in Base per Bid Period. A Flight Attendant in Training will be Scheduled for Days Off during such Training in accordance with Article 10 and Article 24.D.5.
- 2. A Flight Attendant in Initial Training will be Scheduled for Days Off during such Training in accordance with Article 10 and Article 24.D.5. Upon completion of Initial Training, a New Hire Flight Attendant whose place of residence is not within 75 miles of her Base will be given no less than three consecutive Days Off prior to reporting to Base. Days Off, for the purposes of this paragraph, may be reduced by mutual agreement between the Company and the Flight Attendant.
- 3. Hard, Composite, CDO and Reserve lines will be Scheduled with one period of at least three consecutive Days Off. All other periods of Days Off will be Scheduled as groups of at least two days, except for the first and last day of the Bid Month, which can be a single Day Off. The Company will offer an electronic option to waive this provision to each individual Flight Attendant during the bidding process.

¹ This 100-credit hour limitation applies only to the posted final bid award. The CBA provides other scheduling and related provisions negotiated by the parties that may ultimately result in Flight Attendants exceeding 100 credit hours in a bid month.

4. If a Flight Attendant is unavailable for Duty for a part of a Bid Period, her minimum Scheduled Days Off will be prorated in accordance with the Table 24-1 of this Agreement. A Flight Attendant is unavailable if she cannot perform flight Duty, (e.g., lack of current qualifications or Leaves of Absence, excluding sick leave or paid leaves).

Table 24-1 Prorated Days Off Table

Available Duty-Days Actual or Anticipated (including days-off)	Days Off
1 to 2	0
3 to 5	1
6 to 8	2
9 to 11	3
12 to 14	4
15 to 18	6
19 to 21	7
22 to 24	8
25 to 27	9
28 to 29	10
30 to 31	12 (line holder)
	11 (for reserve)

- 5. A Flight Attendant will not be Scheduled/Rescheduled to perform any Duty, including Training, for more than six consecutive days without a Calendar Day Off. If due to irregular operations, a Flight Attendant is forced to perform Duty on day seven, she will be Displaced and pay protected for day 8 if scheduled for duty.
- 6. Except as provided directly below in paragraph 7, in no case will any Flight Attendant be reduced below her minimum Days Off in Base without receiving a replacement Day Off in the same or following month.
- 7. A Flight Attendant who voluntarily reduced her Days Off will not be entitled to replacement Day(s) off.

E. Flight Attendant Fatigue

1. A Flight Attendant is expected to report for Duty adequately rested in order to comply with her obligation to complete her Assignment.

2. A Flight Attendant will only declare herself Fatigued when she is legitimately Fatigued.
3. A Flight Attendant who declares herself Fatigued will notify Crew Scheduling, and will be immediately removed from Duty and placed into Rest for at least 10 hours. A Flight Attendant may be Reassigned following the Fatigue Rest Period.
4. Pay for missed Trip Pairings due to Fatigue will be in accordance with the FAA-approved Flight Attendant Fatigue Risk Management Program.
5. Flight Attendant Fatigue Risk Management Program:
 - a. A Flight Attendant Union Fatigue Committee member will be allowed to review Flight Attendant Fatigue calls with Inflight management and the Safety Department, in accordance with the FAA-approved Flight Attendant Fatigue Risk Management Program.
 - b. The Company and Union shall review any future Fatigue related programs prior to implementation by the Company and/or submission to the FAA.

**ARTICLE 25
BASES**

- A. Bases
 1. The Company may establish or maintain a Flight Attendant Base at any location where it establishes or maintains a Pilot Base.
 2. Should the Company wish to establish or maintain a Flight Attendant Base at a location where it does not have a Pilot Base, the provisions set forth below shall govern.
- B. Large Bases are defined as any Base with at least 90 awarded Hard Lines per Equipment and Certificate (not including Composite Lines or Reserve Lines) available for Bid. Each and every Large Base must either operate as an Airline Hub or connect that Large Base with at least two Airline Hubs on routes flown on that Equipment and Certificate, or has a designated maintenance hangar (at the time of establishing the Base).
- C. Regular Bases are defined as any Base with at least 50 awarded Hard Lines per Equipment and Certificate (not including Composite Lines or Reserve Lines) available for Bid. No Regular Base shall be opened unless the previous conditions are met or the Union and the Company have come to a mutual agreement. Each and every Regular Base must either operate as an Airline Hub or connect that Regular Base with at least two Airline Hubs on routes flown on that Equipment and Certificate, or has a designated maintenance hangar (at the time of establishing the Base).
- D. Small Bases are defined as any Base that has fewer than 50 awarded Hard Lines per Equipment and Certificate but no fewer than 22 awarded Hard Lines. The criteria for a Small Base shall be the same as for a Regular Base.
- E. The Company and the Union recognize that the above-stated criteria may fluctuate periodically, but in the interest of stability, the Company would not normally be required to close a non-conforming Base.
- F. Bases must contain lines that contain overnight Trips away from Base.

G. Hybrid Bases

1. A Hybrid Base is any new Base that opens after the date of signing of the Agreement that does not comply with the criteria specified in Article 25.B., Article 25.C., or Article 25.D. above.
2. In order for the Company to open and maintain a Hybrid Base, the following conditions must apply:
 - a. The aircraft assigned to the new Base must be a result of expansion/growth and not simply relocation of Company flying.
 - b. The Base will have a minimum of two aircraft to cover the flying assigned to the new Base. The Company shall be allowed three months to place both aircraft into service.
 - c. If a Hybrid Base does not comply with the criteria set forth in Article 25.B., Article 25.C. or Article 25.D. within 18 months from the date of opening, it will be closed unless it is otherwise mutually agreed by the parties to keep the Base open.
3. There is no minimum number of cities these Bases must serve.
4. All Vacancies will be filled with volunteers only. No Flight Attendant will be Displaced or forced to fill these Vacancies.
5. The Company cannot restructure or close any current Base and then reopen it to take advantage of the provisions of this section.
6. The Company cannot restructure or close any Base meeting the criteria set forth in Article 25.A. or Article 25.B. and then reopen it as a Hybrid Base to take advantage of the provisions of this section.

H. Reserve Base

1. Reserve Bases are Bases opened with the sole intent of being staffed with Reserve Flight Attendants only. There will be no scheduled pairings built for Bid in a Reserve Base.
2. The Company shall only open a maximum of two Reserve Bases.
3. A Reserve Base must be located in an Airline Hub or where the Company has a designated maintenance hangar. Reserve Bases may be converted to another Base type.

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4. All Vacancies for a Reserve Base shall be filled with volunteers only. No Flight Attendant may be involuntarily Displaced to a Vacancy or forced to fill the Vacancies in a Reserve Base, except that New Hire Flight Attendants may be awarded a Vacancy in a Reserve Base.

I. Co-Terminal Bases

A Co-Terminal Base is defined as a Base that contains more than one airport to which Flight Attendant may be assigned duty (e.g. John F. Kennedy/LaGuardia/Newark, Dulles/Washington National/Baltimore, etc.). In the event the Company chooses to establish Co-Terminal Bases the following terms shall apply:

1. The Company will make every reasonable effort to schedule a Flight Attendant to begin and end a Trip at the same airport. In the event a Flight Attendant finishes a Trip at a different airport from the airport at which the Trip originated, the Company will provide ground transportation to the originating airport. Such transportation between co-terminals will be considered Deadhead. Upon conclusion of discussion, an appendix for travel time between Co-Terminal airports will be published.
2. The Flight Attendant's Duty time will end upon return to the originating airport.
3. The Company shall be responsible to ensure that the Flight Attendant does not incur parking expenses in a Co-Terminal Base that would not be incurred if she were based in a single-airport Base.
4. At least 60 days prior to opening any Co-Terminal Base, the Company will notify the Union and meet to discuss the operation. The parties may agree to other or different conditions applicable to a specific co-terminal operation.

J. Closing Bases

1. The Company shall provide a minimum of a 60 Calendar Day notice of any closure or forced reduction of staffing in any Base. If, however such notice is less than 60 Calendar Days, the affected Flight Attendants will be considered TDY to their new Base for the balance of days remaining in the 60 Calendar Day notice.
2. No Flight Attendant shall be considered based in two Bases during any one Bid Period.

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3. When a Base is closed or reduced, but no furloughs are to occur, the following will apply:
 - a. Flight Attendants being Displaced from the affected Base may exercise their Seniority to transfer to a Vacancy, but may not Displace another Flight Attendant.
 - b. The Flight Attendant will be eligible for moving expenses in accordance with Article 5 Moving Expenses.
 - c. The Company shall open Vacancies equal to the number of Flight Attendants being Displaced. The allocation of Vacancies for each current Base will be a minimum of 5% of the number of Displaced Flight Attendants or 5% of the Flight Attendants currently assigned in the specific Base, whichever is less.
 4. When the closing, or reduction of a Base will result in Furloughs, the provisions of Article 11 Furlough and Recall of this Agreement will apply.

K. Crew Rooms

1. The Company shall provide standard crew room facilities at each Base. In addition, the Company shall provide standard crew room facilities at airports where the Company operates more than 30 departures per day that may not be a Base where the Company can secure acceptable facilities.
2. The Company and the Union shall meet jointly on an annual basis to review the standard provisions for each facility including size and location of available crew room facility, appropriate technology, storage, and furnishings.
3. Crew Room facilities at each Base shall consist of:
 - a. Sufficient access to the Internet on Company provided devices capable of performing Company business;
 - b. Adequate seating and furnishings consistent with facility size and that accommodates the regular flow of crews at the airport;
 - c. A telephone with dial-out access to toll-free numbers and direct dial to the Company;
 - d. At least one 43 inch or greater television and DVD player (or other similar technology);

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- e. Secure storage facilities for bags and flight cases;
 - f. At least one refrigerator and microwave.
 4. An Airport Standby lounge area will have comfortable reclining seating, no public access, limited noise, variable lighting, and reasonable temperature.
 5. In the event that the Company cannot provide a Crew Room and/or Airport Standby lounge area at an airport facility on a temporary basis, the Company will notify the Union as soon as a Crew Room displacement is known and will provide a Crew Room and/or Airport Standby lounge area at a local hotel for utilization of both Crews and ASR Flight Attendants, if necessary.¹

¹ For example, hotels used during renovations of Crew Rooms and lounges; hotels used during any maintenance issues (flooding, etc.); etc.

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**ARTICLE 26
MISSING, INTERNMENT, HOSTAGE OR
PRISONER OF WAR BENEFITS**

- A. Any Flight Attendant who, while in the performance of duties for the Company, through no fault of her own becomes missing, is illegally interned, is held as a prisoner of war, is hijacked or is held hostage shall accrue Seniority and Longevity, and shall receive the following benefits until she returns to active employment with the Company or as otherwise provided in this Article:
 - 1. The average monthly compensation she received during the highest paid three months of the last six full months she worked with the Company, less legally mandated deductions and deductions previously authorized by the Flight Attendant. Where such Flight Attendant would be entitled to longevity raises, the Flight Attendant shall be paid in accordance with those raises.
 - 2. Continuation of travel privileges for dependents of the Flight Attendant.
 - 3. Contributions that were being paid by the Flight Attendant and deducted from her wages will continue to be deducted from wages paid under this internment benefit.
 - 4. Full accrual of PDO credit.
- B. In cases in which it is not apparent whether the Flight Attendant is involuntarily or unlawfully detained, the above benefits will be paid retroactively if such status is later confirmed.
- C. In the event that the Union has concerns regarding the security of Flight Attendants in foreign locations, the parties shall promptly meet and confer regarding appropriate security measures to be taken in light of the risk reasonably expected to be incurred. Any security measures reasonably required shall be promptly implemented.
- D. If death is established, or if there is sufficient presumption of death, all benefits set forth in Article 26.A shall cease and death and survivor benefits shall be paid.

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- E. If the parties are unable to confirm whether a Flight Attendant who is interned or unlawfully detained is alive or dead, compensation and other benefits shall 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 for a period of 18 months, after such Flight Attendant was last known to be alive. At the end of that 18 month period, if the Flight Attendant's status is still unconfirmed, death and survivor benefits shall be paid.
- F. If a Flight Attendant who has been paid death/survivor benefits pursuant to this Article 26.E is later found to be alive, she shall receive retroactively the difference in pay between the total compensation (including death benefits) paid by the Company under this section and the monthly amounts she would have been due under this section had the Company known she was alive. If the Flight Attendant remains interned or imprisoned, monthly payments shall then be resumed for the duration of internment or imprisonment. If the death/survivor benefits are greater than the benefits provided pursuant to this section, the Flight Attendant shall reimburse the Company for the excess received.
- G. The monthly compensation set forth in Article 26.A, will be credited to such Flight Attendant on the books of the Company and will be distributed according to letter of instruction from the Flight Attendant. The Company will require each Flight Attendant to execute and deliver to the Company a letter of instruction in the form set forth in Article 26.H.
- H. If a Flight Attendant due compensation under this Article has not completed a letter of instruction per Article 26.G, or the letter of instruction 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.

**ARTICLE 27
VACANCIES**

A. System Bids

1. Flight Attendants must submit System Bids indicating order of preference for Base Vacancies. The Company may require Flight Attendants to submit new or updated System Bids prior to any circumstances that may cause the existing bid to become outdated (e.g. Base closures, Base openings or other substantial operational changes, etc.). A System Bid notice will be posted for no less than seven days to afford the Flight Attendant the opportunity to change their System Bid. The effective date of the bid award will be a minimum of 14 days from the posting date of such award.
2. A Flight Attendant may change her System Bid at any time by submitting a new System Bid to the Company. A Flight Attendant must bid on an approved format submitted to the Company electronically using FLICA (or its replacement) or by other means mutually agreed upon.
3. A new hire Flight Attendant will submit her initial System Bid on the form provided in Initial New Hire Training. This form will be used for her initial Base assignment. Any System Bid changes thereafter must be submitted as required in A.2 above.

B. Monthly Vacancies

1. The Company will determine when a Vacancy exists. When a Vacancy bid is posted, it will close no earlier than seven days after posting.
2. Replacement positions due to attrition, backfill and New Hire awards will be awarded using bids on file as of 0001 on the 1st of each month. These awards will be posted no later than the 7th of each month.

C. Awarding and Assignment of Vacancies

1. Awards will be posted by 1700 ET four business days after the closing of the bid.

2. The Company will not normally post-secondary, tertiary, etc., Vacancies caused by filling primary Vacancies.
3. Bids for Vacancies will be awarded in order of Seniority using System Bids on file as of the date bidding is closed.
4. If no Flight Attendant bids a Vacancy, the Company may assign a Flight Attendant to that Vacancy in reverse order of Seniority.
5. The Company will determine the effective date of an award which may be changed provided adequate notice is given and the change is not made for arbitrary reasons. The Company may cancel an award at any time before its effective date.
6. A Flight Attendant awarded a Vacancy will fill the Vacancy upon the effective date of the award.

D. Base Swaps

Flight Attendants requesting a mutual Base swap must submit a request in writing to the Company no later than the 0900 on the 25th of the month. Valid Base swap requests will be granted to the Flight Attendants requesting the swap and will become effective at the beginning of the first Bid Period for which the Flight Attendant can submit a timely Bid after the seven day objection period. Approval of a swap is subject to the following:

1. A senior Flight Attendant in the same Base and Certificate as either of the Flight Attendants requesting the swap may object to the proposed swap by submitting her objection via email to Crew Planning before the stated deadline. For an objection to be valid, the objector must be eligible for a Base swap and will make the trade in lieu of the junior Flight Attendant.
2. If the legitimate protest stands, the remaining Flight Attendant may withdraw the request and no swap will be awarded.
3. Flight Attendants may not request Base swaps between entities with separate operating Certificates.

E. Temporary Vacancies

1. A temporary Vacancy will be any Vacancy anticipated to exist for less than 90 days.
2. When the Company decides to fill a temporary Vacancy, it will, if practicable, fill such Vacancy from among qualified Flight Attendants

in seniority order who have expressed a desire to fill a temporary Vacancy, regardless of Base. If the Vacancy remains unfilled, the temporary Vacancy will be assigned to a reserve Flight Attendant in reverse seniority order, insofar as may be practicable.

3. A Flight Attendant filling a temporary Vacancy will be paid Per Diem and expenses in accordance with this Agreement, through the duration of the temporary Vacancy.

F. Transfer Between Entities¹

1. The timing of the grant of a Vacancy bid to transfer to a different entity will be based upon there being an available Training class within the new entity, and an available Training class to train the back-fill Flight Attendant, if required.
2. First Transfer — A Flight Attendant may bid for a Vacancy at another entity after completing one year of active service, provided she is not on a final disciplinary warning.
3. Second and Subsequent Transfers — A Flight Attendant who has transferred entities may subsequently bid for a Vacancy at another entity after completing two years of active service at the entity from which she wishes to transfer, provided she is not on a final disciplinary warning.
4. Involuntary Displacement Transfers — A Flight Attendant who is involuntarily displaced to another entity may subsequently bid for a Vacancy at another entity provided she has completed one year of active service at the entity to which she was displaced. Subsequent transfers will be governed by Article F.2 above.

- G. All times referred to in this Article are local time at the Company's headquarters.

¹ This Article F, is not applicable under the current operating structure at the time of this contract negotiation. If at any time in the future, the operational structure changes to allow a transfer between entities, this Paragraph F will then apply.

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**ARTICLE 28
PAID DAYS OFF**

- A. Legacy Sick Bank
1. Accrual of sick bank hours will cease on the effective date of this Agreement and all then-accrued sick bank hours will be placed in a Legacy Sick Bank.
 2. The resulting Legacy Sick Bank balance shall be used first for all sick calls and Medical Leaves until exhausted.
 3. At year's end, unused Legacy Sick Bank hours will be carried over.
 4. A Flight Attendant is entitled to be paid for the balance remaining in her Legacy Sick Bank only upon retirement¹.
- B. Paid Days Off (PDO)
1. A Flight Attendant shall use PDO hours for any absence covered under this agreement, unless specifically excluded.
 2. A Flight Attendant will accrue monthly PDO hours in accordance with the following table:

<u>Pay Step</u>	<u>Hours</u>
1	4.25
2	5.50
3	5.50
4	5.50
5	5.50
6	5.50
7	6.00
8	7.50
9	7.50
10	7.50
11	7.50

¹ Retirement as defined in the then-current Company policy

Pay Step	Hours
12	7.50
13	8.00
14	8.00
15+	8.00

3. GLT Flight Attendants shall accrue PDOs at half the rate of full-time Flight Attendants.
4. On any Day that a Flight Attendant uses PDO hours, the value shall be as follows:
 - a. A PDO day shall be debited at four PDO hours for each PDO day used; or
 - b. PDO hours used to cover a Trip Pairing or Assignment shall be debited from the Flight Attendant's PDO Bank and credited to the Flight Attendant at the value of the Trip Pairing or Assignment missed on that day, unless the Flight Attendant submits a request to Payroll to pay her four hours per day missed, in lieu of the Trip Pairing or Assignment value.
5. A Flight Attendant on an Approved Leave of Absence will utilize PDO hours in accordance with Article 12 up to a maximum of 75 hours per month.
6. PDO hours may be used for a Flight Attendant's personal illness or injury, on or off the job, or Immediate Family Member's illness or injury, if not covered in Article 12.
7. A Flight Attendant must be on Active Status for at least 15 Days of a Calendar Month to accrue PDO hours for that Calendar Month.
8. PDO hours will be charged for scheduled Vacation periods in accordance with Article 28.C.
9. Unused PDO hours remaining at the end of each calendar year may be:
 - a. Contributed² to the Flight Attendant's 401(k) account to the extent permitted by law on or before January 31st of the following year, at her rate of pay as of December 31st of the prior calendar year;

² Any monies the Flight Attendant contributes in this manner to her 401(k) is not entitled to a Company match.

- b. Carried over to the following year up to one and one half times the current year's accrual;
 - c. Paid out to the Flight Attendant by January 31st of the following year at her rate of pay as of December 31st of the prior calendar year; or
 - d. Any combination of the above.
10. If a Flight Attendant does not make an election in accordance with Article 28.B.9 above, the default will be to pay out all PDO hours remaining in the Flight Attendant's account at the end of each year in accordance with Article 28.B.9.c.
 11. Accrued PDO hours from the Flight Attendant's PDO Bank may be exchanged for pay at the Flight Attendant's request. If a Flight Attendant elects to be paid for PDO hours, she will be paid at her current hourly rate for each PDO hour exchanged. A maximum of 50 PDO hours may be exchanged each month.
 12. In the event of a Flight Attendant's death, all PDO hours remaining in her PDO Bank will be paid to her estate, at the Flight Attendant's rate of pay at the time of her death.
 13. In the event of a Flight Attendant's retirement or separation from the Company, PDO hours will be paid to the Flight Attendant at her then-current hourly rate.
 14. Subject to the review, authorization, and administration of the Employee Services Review Board prior to the transfer of PDO hours, a Flight Attendant may donate PDO hours from her PDO Bank to the PDO Bank of any other Flight Attendant, so long as the recipient of the PDO hours has no PDO hours accrued in her PDO Bank. Such donation may only be authorized in exceptional circumstances. All transfers of PDO hours under this provision will be converted to the actual dollar value of the PDO hours at the time of transfer at the rate of pay of the donor.

C. PDO Hours for Annual Vacation

1. Annual Vacation will be bid in the following two Vacation bid periods:
 - a. No later than November 1st, the Company will open the first of two Vacation bidding periods, Vacation 1, covering the period beginning on the first Monday of January and continuing through the week containing the last Sunday of June. Vacation

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- Bids must be returned by November 15th. A Flight Attendant will be notified of her Vacation bid award by December 1st.
- b. A second Vacation bidding period, Vacation 2, will begin no later than May 1st. This Vacation period will cover the period beginning on the first Monday following Vacation 1 and continue through the week containing the last day of December. Vacation Bids must be returned by May 15th. A Flight Attendant will be notified of her Vacation Bid award by June 1st.
2. Vacation must be Bid in full week increments (i.e., seven consecutive Days, Monday through Sunday or 14 consecutive days Monday through Sunday (which will count as two periods)). The maximum weeks that can be bid in any single round is two.
3. Each and every Flight Attendant may Bid and be awarded up to a maximum of 96 hours of Vacation annually during Vacation bidding by projecting the accrual in her PDO Bank at the time the Vacation is taken. After Vacation awards are completed, each and every Flight Attendant may trade, pick-up (up to the 96 hour maximum to the extent not previously bid in either of the two annual bid periods), or drop any Vacation week that is available, as long as she has a sufficient number of projected PDO hours available to her.
4. Vacation weeks must be Bid in 18-hour credit increments during the annual Vacation bid. The Virtual Credit for a Vacation week is 24 hours.
5. In accordance with Article 28.C.3, annual Vacation Bids will be awarded in rounds in order of Seniority within Certificate until all eligible Flight Attendant Vacation Bids are awarded, or all of the Company allocated Vacation weeks are awarded.
- a. Each Flight Attendant will be allowed to Bid and be awarded up to two weeks of accrued Vacation per round.
- b. Each Bid sheet shall represent one week of Vacation.
- c. The more senior Flight Attendant will be awarded up to two weeks of Vacation before the next Flight Attendant's Bid is processed. Each subsequent junior Flight Attendant's Bid will be processed in the same manner. Each subsequent round shall begin with the most senior Flight Attendant starting with her highest unused Bid sheet and shall proceed in accordance with Article 28.C.5.

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- d. The first round of Vacation bidding will conclude after the most junior Flight Attendant's first Bid sheet has been processed.
- e. The process will run again from the most senior Flight Attendant who has bid using her next highest unused Bid sheet using the same process in Article 28.C.5 through Article 28.C.5.d. The process will repeat using the same process for each subsequent Bid sheet until each Flight Attendant's Bid has been awarded Vacation as available from each Bid sheet used.
6. The detailed reasons report or similar detailed description of how Vacation was awarded for the Flight Attendant's Vacation Bid will be posted with that Flight Attendant's Vacation Bid results.
7. Vacation Slide
- a. Subject to the restrictions in this Article, each and every Flight Attendant may, at her option, Slide the start date of her scheduled Vacation by a maximum of three days in either direction if she notifies the Company on the appropriate electronic form no later than one day prior to the close of Recurrent Training bidding for that month or the month in which the Vacation start date is sliding into if the Slide will affect an earlier Month.
- b. Consecutive weeks of Vacation are considered as one block for the purposes of sliding a Flight Attendant's Vacation and will Slide together.
- c. A Flight Attendant may not Slide her Vacation into a Holiday or the three days adjacent to either side of any Holiday designated in Article 3 (e.g., Christmas is December 25th, a Vacation can be slid up to December 21st on the front end or December 29th on the back end).
- d. Unless waived by the Company in writing, the number of overlapping Vacations that are subject to Slide in any week may not exceed 50% (overlap of 25% from one week and 25% from the next week) of the total number of awarded Vacations in a Position and Certificate and Base for that week. Available Vacation Slides shall be granted by Seniority within the Certificate, and Base. The Company shall not limit the number of Vacation Slides that a Flight Attendant may request.

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- e. Each and every Flight Attendant who Slides her Vacation will have her prorated days Off adjusted after her Vacation Slide in order to accommodate Vacation Days that have slid into or out of a month.
 8. For a Flight Attendant to retain her awarded Vacation, she must have at least 24 hours in her PDO Bank (including accruals for the current month and the month in which the Vacation is to be used) projected at the start of the Monthly Bid process for the month in which her awarded Vacation is scheduled. A Flight Attendant who does not have at least 24 hours in her PDO Bank at the start of the Monthly Bid process for the month in which her awarded Vacation is scheduled will have her Vacation cancelled for that month.
 9. Each and every Flight Attendant with an insufficient PDO balance during Vacation Bid period 1 under Article 28.C.1.a who wishes to bid Vacation in January, February or March may “borrow” up to 24 hours to cover the Vacation. If the Flight Attendant leaves the employment of the Company before the “borrowed” PDO hours are actually accrued, the Company will deduct the remaining amount of the PDO hours owed to the Company from the Flight Attendant’s final paycheck.
 10. If a Flight Attendant fails to meet the minimum number of PDO hours required for her bid Vacation in any month, any Vacation time not covered by the PDO balance will be deducted from the Flight Attendant’s Minimum Monthly Guarantee.
 11. Except as provided through the Flight Attendant initiated Adds, Swaps, Drops, or Trades, Annual Vacation Bid Awards will not be changed except by mutual agreement between the Company and the Flight Attendant.
 12. The weekly allotment of Vacation weeks available to Bid will be no more than 40% higher or lower than the annualized weekly average.
 13. The annualized weekly average shall be the coming year’s projected accrual hours plus any carryover hours divided by 1248 (24 hour week multiplied by 52 weeks).
 14. The annualized averaging of weekly Vacation based upon the formula set forth in Article 28.C.12 and Article 28.C.13 shall not cause a reduction in force.

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15. Annual Vacation periods that are vacated will be made available to other Flight Attendants on a first-come, first-served basis until the Pre-Award process for that month has passed, unless a Vacation Buy Back has been initiated by the Company for the time period being vacated.
- D. Vacation Buy Back
1. When offered, Vacation Buy Back may be offered by Base.
 2. Vacation Buy Back is available only to current, qualified active Flight Attendants who are scheduled to fly or provide Flight Attendant Support Team duties during the month in which Vacation Buy Back is being offered.
 3. Each and every Flight Attendant participating in Vacation Buy Back may sell back any number of applicable week(s) of Vacation during the offered Buy Back window under the following terms:
 - a. The scheduled week of Vacation is removed from the Flight Attendant’s Schedule; and
 - b. The PDO hours for the scheduled week of Vacation shall be paid to the Flight Attendant from the Flight Attendant’s PDO Bank at 24 hours/ week.
 4. The Company may offer a premium to be paid to each and every Flight Attendant who sells Vacation in the Vacation Buy Back Program. Such premium shall be valued at the Company’s discretion.
 5. The Company shall also pay Flight Attendants who participate in the Vacation Buy Back for all Flying completed during the month of the Vacation Buy Back. This shall be exclusive of the Vacation Buy Back premium or PDO hours paid to the Flight Attendant.
 6. Flight Attendants participating in the Vacation Buy Back shall not be restricted from bidding for Vacation in any month that follows the month of that Vacation Buy Back, in accordance with her Seniority, if open slots are available for Bid for that month and the Company has not announced a Vacation Buy Back or Vacation Deferral for that month.
- E. Vacation Deferral
1. When offered, Vacation Deferral may not discriminate by Base.

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2. Each and every Flight Attendant participating in Vacation Deferral may defer any number of week(s) of Vacation during the offered Vacation Deferral window under the following terms:
 - a. The scheduled week of Vacation is removed from the Flight Attendant's Schedule; and
 - b. No PDO hours shall be deducted from the Flight Attendant's PDO Bank in association with the Vacation Deferral, until the replacement week of PDO is actually taken; and
 - c. The Company may offer the Flight Attendant a financial incentive to defer her Vacation.
 3. Each and every Flight Attendant participating in the Vacation Deferral shall be offered, on a one-for-one basis, Vacation later in the year as replacement for weeks deferred through this process.
 4. Flight Attendants participating in Vacation Deferral shall not be restricted from bidding for additional Vacation in any month that has weeks available for Bid that follows the months of that Vacation Deferral, unless the Company has announced a Vacation Buy Back or Vacation Deferral for that month.

F. Individual PDO Days and GDO Period (Golden Day Off) Bidding

1. General

- a. All individual PDO Bidding under Article 28. F will utilize the PDO Bank.
- b. No request for Individual PDO Days under Article 28.F may be awarded if the Flight Attendant making the request does not have sufficient PDO Credit in her PDO Bank to cover the Day(s) for which she is bidding.
- c. GDO periods shall not be awarded on a Holiday or the three days adjacent to any Holiday as designated in Article 3.
- d. Flight Attendants shall be allowed to Bid for specific Days Off through the bidding of individual PDO Days and GDO periods.

2. Bidding Individual PDO Days

- a. Requests for individual PDOs may be made through FLICA a maximum of 12 months before the award Month, which shall allow selection of individual Days Off, groups of Days

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- Off, or combinations thereof. Such implementation of this process will be subject to technology enhancement timelines.
- b. Individual PDO Bidding through FLICA shall remain open until 2359 on the last Day of the Bid month, two months prior to the award month and be awarded first come, first served based on the submission date and time consistent with the operational needs of the Company.
 - c. Once PDO hours are awarded, they cannot be removed without the consent of the Flight Attendant.
 - d. If more than one PDO is requested in a Bid Month, it must be requested in consecutive days of PDO or have at least three calendar days between the requested individual PDO days.
3. Bidding GDO Periods
- a. An awarded GDO period will be a guarantee of a specific three consecutive days Off on the Flight Attendant's Monthly Schedule. Using a GDO period gives that Flight Attendant her Day Off preference, in Seniority order of all Flight Attendants bidding a GDO period on those days.
 - b. On November 15th of each year, each and every Flight Attendant will be allotted two GDO periods for use in the subsequent year. A Flight Attendant who does not use her GDO periods in any given calendar year may roll one unused GDO period into the subsequent year for a maximum of three GDO periods in her GDO Bank.
 - c. A Flight Attendant may be awarded a maximum of three GDO periods (if accumulated in her GDO Bank) in any calendar year.
 - d. On a monthly basis, the number of Pre-Awarded GDO periods granted may be no more than 10% of Flight Attendants in any one Position, Certificate, and Base to be scheduled as a GDO on any one day.
 - e. GDO period bidding shall be an option prior to the Monthly Bid and will be Pre-Awarded prior to individual PDO Bid during the Monthly Bid process.

- f. A Flight Attendant who Bids for more than one GDO period in a month will be limited to an award of not more than two GDO periods in a single month. GDO weeks will be awarded chronologically.
- g. For each GDO period awarded, one GDO period shall be deducted from the Flight Attendant's GDO Bank.
- h. GDO periods may not be dropped once awarded.

G. Vacation/GDO Interruption Mitigation

If a Flight Attendant is required to work into a Day Off due to a Company controllable event and such Day Off has been awarded at the start of an awarded Vacation or GDO period, the Company will reimburse said Flight Attendant for any loss of prepaid travel or vacation deposits that are documented with valid receipts up to a maximum of \$500.00.

ARTICLE 29 ATTENDANCE

A. Flight Attendant Attendance

The Company and the Union recognize that good and reliable attendance is essential to the Company's operation and that to provide the best possible service and consideration to our passengers, customers, and each other, it is imperative that all Flight Attendants maintain consistent reliability.

B. Absences and Occurrences

The focus of this program shall be frequency of occurrences of absenteeism or tardiness based on a cumulative system. An occurrence shall be an absence from scheduled Duty, reporting late to work, or failing to complete scheduled Duty. Occurrences of absenteeism or tardiness will vary in duration according to the nature of the event, and may range from six minutes to several weeks or more for a single event within an active rolling twelve-month period.

Occurrences shall be assessed as follows:

1. 1/2 occurrence: Tardy — A Flight Attendant who:

- a. Reports six or more minutes late without delay to her own or another flight; and
- b. Notifies Crew Scheduling in advance of her Report time that she will be late, but does not cause a delay to her own or another flight.

2. 1 occurrence:

a. A Flight Attendant who:

- 1) Reports six or more minutes late with notice to Crew Scheduling in advance of her Report Time and causes a delay of her own or another flight; or
- 2) Has an absence due to illness or emergency¹ that prevents her from fulfilling any portion of her scheduled

¹ (e.g. car accident; flooded house; house fire, etc.)

Assignment (e.g. Trips, Training, etc.) with notice to Crew Scheduling in advance of her Report time.

- 3) Is absent beyond the first five work days of the same occurrence will accrue an additional occurrence per day unless protected by an approved Leave of Absence.

3. Partial Missed Report (PMR)

a. 1 occurrence for 1 PMR: A Flight Attendant who:

- 1) Returns to her flying or an alternate assignment from Crew Scheduling as soon as practicable; and
- 2) Causes no operational delay to her own or another flight, will receive a Partial Missed Report.

b. Termination for 2 or more PMRs: A Flight Attendant who incurs two Partial Missed Report events within a rolling 12 month period of active service will, regardless of occurrence total, be subject to termination.

4. 2 occurrences: Missed Report

A Flight Attendant who:

- a. Fails to call Crew Scheduling in advance of her Report time; and
- b. Is late for her Report time and/or misses a portion of her Assignment.

5. Continuous Missed Report — Voluntary Termination

A Flight Attendant who:

Is in a Missed Report status for two consecutive days will be considered a Flight Attendant who has voluntarily terminated her employment with the Company. The only exception is for a Flight Attendant who is unable to notify the Company due to personal hospitalization or otherwise being physically incapacitated beyond the ability to communicate with Crew Scheduling in a timely capacity.

6. Two or more Missed Reports within a rolling 12 months — Termination

A Flight Attendant who:

Incurs two Missed Report events within a rolling 12-month period of active service will, regardless of occurrence total, be subject to termination.

C. A Flight Attendant may be required to provide documentation for any absence, if such absence is of a suspicious nature or shows a pattern absence that the Company can articulate. Initial contact to request documentation must be made by the Company within a reasonable time of the Company becoming aware of such suspicious nature or pattern.

D. Each Flight Attendant shall be allowed to have one sick call absence every six months (on a rolling basis) that does not count as an occurrence if said sick call absence is accompanied with an appropriate doctor's note.

E. Absences / Tardiness / Lateness Non-Chargeable under this Policy

1. An absence for the following reasons shall not receive an occurrence, provided the Flight Attendant provides notice to the Company as soon as reasonably possible. The Flight Attendant must provide the Company supporting documentation in advance of the event, or if unforeseeable, within five days of the event, unless otherwise extended by applicable law, Company policy, or by agreement of the Leave of Absence Department:

- a. Personal Leave
- b. Medical Leave
- c. Military Leave
- d. Family Medical Leave Act Leave
- e. Bereavement/Emergency Leave
- f. Union Leave/Days
- g. Jury Duty
- h. Workers' Compensation injuries or illnesses that have been filed and approved
- i. Court Subpoena — civil or criminal cases in which Flight Attendant is not a named party
- j. Time Off Without Pay (TOWOP)
- k. Furlough

2. Extreme weather or other conditions that materially affect Company operations and the Flight Attendant's ability to Report

for Duty as scheduled, provided the Flight Attendant takes reasonable measures to Report as soon as possible to resume her own or another Assignment.

3. Approved Leaves of Absence as defined in Article 12 will not count as occurrences.

F. Progressive Policy

The attendance policy is progressive in nature but may be implemented or accelerated at any time, including termination, depending upon the severity and/or pattern of the situation. Occurrences are tracked and accumulated on a rolling 12-month period of active service. For the avoidance of doubt, the below outlines the minimum actions. At any time, the Company may accelerate discipline, up to and including termination if it reasonably suspects a pattern of abuse of the attendance policy.

1. Six Occurrences — Written Advisory Letter

When a Flight Attendant accumulates her sixth occurrence in an active rolling 12-month period, a Written Advisory Letter will be issued to the Flight Attendant.

This letter will remind the Flight Attendant of the need for operational reliability and that additional occurrences may result in disciplinary action up to and including termination of employment. This Written Advisory Letter will be placed in her personnel file.

2. Seven Occurrences — Final Advisory Letter²

When a Flight Attendant accumulates her seventh occurrence in an active rolling 12-month period a Final Advisory Letter will be issued to the Flight Attendant. After a Final Advisory Letter is issued, the Company may elect to convene an Article 18 Hearing. Disciplinary action, including suspension, may be assessed at this time. This Final Advisory Letter will be placed in her personnel file.

² A Flight Attendant does not need to receive a Written Advisory Letter prior to receiving a Final Advisory Letter (for example, if a Flight Attendant has five occurrences and then has a missed report, she will receive a Final Advisory Letter).

3. Eight Occurrences — Discharge or Termination³

When a Flight Attendant accumulates her eighth occurrence in an active rolling 12-month period or her second Missed Report in an active rolling 12-month period, an Article 18 Hearing will be convened. Disciplinary action up to and including termination of the Flight Attendant's employment will be assessed and a summary of the actions taken by the Company will be placed in her personnel file.

G. Attendance Administration

1. On the 15th day of the month, each Flight Attendant will receive an electronic monthly report summarizing her attendance history known as the Attendance Review Statement (ARS). This report will serve as notification of the Flight Attendant's current attendance occurrence status.
2. A Flight Attendant who disputes the legitimacy of an occurrence assessed according to Article 29 of this Agreement, whether or not said occurrence results in discipline, must submit her objection directly to Inflight Reliability no later than 30 Calendar Days from the date of the ARS in which the occurrence is first recorded.
3. If a Flight Attendant timely files an objection to the assessment of an occurrence, Inflight Reliability will issue a written response to the objection within 20 Calendar Days from the date on which it was filed.
4. A Flight Attendant who timely submits her dispute of an occurrence preserves her right to challenge the validity of the occurrence if it is used in support of disciplinary action. A Flight Attendant who fails to timely submit her dispute of an occurrence may not grieve or otherwise challenge the occurrence in the future.
5. The Company may issue Written Advisory letters and Final Advisory letters electronically to the Flight Attendant's Company email address, with an electronic copy to the Union, in lieu of delivery by certified mail as part of the regular operation of an automated attendance tracking system, provided that such letters

³ A Flight Attendant does not need to receive a Final Advisory Letter prior to being subject to discharge (for example, if a Flight Attendant has six occurrences and then has a missed report, she will be subject discharge).

are issued no later than 20 Calendar Days from the date of the ARS in which the discipline triggering occurrence is first recorded.

- 6. Grievances filed by the Union for Written Advisory Letters and Final Advisory Letters will not be eligible for appeal under the procedures of Article 18 unless or until the Company relies upon the disputed discipline in support of discharge or the revocation of a FAST position.

H. Perfect Attendance Incentives

The program detailed below has been developed to recognize Flight Attendants who have perfect attendance for a sustained period of time. Perfect attendance is defined as no attendance absences other than approved Vacation, Jury Duty, Union Days, Bereavement, or short term Military Leave.

1. Minimum Credit Hour Requirements

In order to qualify for the perfect attendance awards set forth below:

Full-time Flight Attendants must have averaged 75 credit hours per month, but no fewer than 60 credit hours for any given month, during the applicable period.

GLT Flight Attendants must have averaged 37.5 credit hours per month, but no fewer than 30 credit hours for any given month, during the applicable period.

2. Perfect Attendance Award

- a. Each Flight Attendant who achieves perfect attendance during a defined period shall receive a perfect attendance award as described below:

Level 1: 90 consecutive days	1 PDO hours
Level 2: 180 consecutive days	1.5 PDO hours
Level 3: 270 consecutive days	2 PDO hours
Level 4: 365 consecutive days	2.5 PDO hours
Each additional 90 consecutive days ⁴	2.5 PDO hours

- b. Any Flight Attendant who is absent from work due to any absence (including any absence associated with an approved FMLA leave), tardiness, Missed Report, personal fatigue, or

⁴ After reaching Level 4

Commuter Policy shall have her Perfect Attendance record reset to zero days.

- c. While this Article 29.H.2. described the standard perfect attendance program, the Company may institute additional productivity incentive programs from time to time. Any additional productivity incentive programs, including any such terms and conditions for qualification and payment, will not diminish a Flight Attendant's compensation as provided in this Agreement or conflict with any other provisions of this Agreement. Prior to implementing such incentive programs, the Company will meet and confer with the Union regarding the program(s) details, and the Union will be given an opportunity to provide input.

I. Commuter Policy

- 1. Flight Attendants may utilize the Commuter Policy due to travel disruption beyond the Flight Attendant's control (e.g., denied boarding, cancellation, or delay causing missed connection, diversions) from any airport of the Flight Attendant's choosing within 2,800 NM Straight Line Distance from the Flight Attendant's Base, that would allow the Flight Attendant to arrive at her Duty Assignment at or before her Report Time. It is intended that after the missed flight, the Flight Attendant shall make every effort to commute to base each day on any subsequent flight that would allow for a resumption of flying upon her arrival to her Duty Assignment.

- a. In order to participate in the Commuter Policy, Flight Attendants shall list, and have access to, at least two flights which would position the Flight Attendant in time for her Assignment. If the Flight Attendant, due to no fault of her own, is unable to arrive in time for the Assignment and notifies the Company (Crew Scheduling) as soon as practicable, the Company will take no disciplinary action against said Flight Attendant. This includes periods where an enroute delay prevents the Flight Attendant from arriving to her Assignment on time. Each and every Flight Attendant may use this exemption four times in any rolling 12-month period.
- b. A Flight Attendant who is using ground transportation and due to no fault of her own, at the determination of the Company, is unable to arrive to an Assignment on time, shall be covered under Article 29.I.1.

2. If the Flight Attendant utilizes the Commuter Policy:
 - a. The Flight Attendant shall Report to:
 - i. her Base, meet and rejoin her Trip; or
 - ii. another Duty Assignment; or
 - iii. a location mutually agreed to between the Flight Attendant and Crew Scheduling as soon as practicable after the missed commute; and
 - b. Crew Scheduling will provide the Flight Attendant either:
 - i. a flying Schedule; or
 - ii. allow her to finish the rest of the day and any future days as a Reserve Short Call Flight Attendant with a sequence of RAPs which will end no later than two hours following her original end time of the last day of her original Assignment; and
 - c. If a Flight Attendant:
 - i. rejoins her Trip, the Trip's Pay Credit will be credited for the actual hours of the Trip performed; or
 - ii. is placed on a different Trip, she will be credited the greater of the actual hours of the alternate Trip performed; or
 - iii. misses the entire day of her Trip, she will receive no Pay Credit.

ARTICLE 30

LABOR MANAGEMENT PARTNERSHIP

- A. The Company and the Union agree that their mutual goals and respective interests as the Company and the Union can best be achieved by fostering a cooperative relationship. A progressive Labor Management Relationship Program (LMRP) benefits the Company, Union, and other associates by best achieving the following objectives:
 1. Make the Company a better place to work;
 2. Achieve and maintain leading competitive performance;
 3. Improve the quality of service to our customers;
 4. Provide all associates with the best possible employment potential and job security; and
 5. Involve the Company, the Union, and other associate groups in decision making.
- B. Both parties agree to commit high level representatives to regularly participate in meetings of the LMRP, no less frequently than one time per quarter.
- C. The parties agree that the LMRP will function most effectively if the Company and the Union work collaboratively to achieve the goals identified in Article 30.A.
- D. The LMRP will include a working committee, the Labor Management Relationship Committee (LMRC), to be formed within 30 days of the Date of Ratification of this Agreement. The LMRC will consist of equal representation from both the Company and the Union and consist of the following:
 1. Two Local 135 Union Chief Stewards and/or designees;
 2. Director, Inflight and/or designee; and
 3. VP/Director Labor Relations and/or designee.¹

¹ If designation is available.

The LMRC will begin meeting quarterly within 15 days of its selection. Confidentiality and Non-Disclosure Agreements will be maintained for Company proprietary business information.

- E. The parties will form a Joint Implementation Committee (JIC) comprised of two members from each Negotiating Committee (Union and the Company), for the purpose of facilitating implementation of this Agreement. The JIC will be established immediately following ratification of this Agreement. The JIC will meet monthly for a maximum of three pre-awarded days per meeting, including travel, for the first year of the Agreement and then quarterly for the remainder of the term of the Agreement unless there is a mutual agreement of the Parties to amend the meeting schedule. Union members of the JIC will be paid UNS² for all days of meetings with the Company for this purpose.
- F. The LMRC will establish and oversee the following joint committees, including the definition of each committee's purpose and goals:
1. Communications/New Employee Onboarding
 2. Travel/Hotel
 3. Scheduling
 4. Safety
- G. The LMRC will designate their respective members of the above referenced committees. Committees shall meet no less than once per quarter unless the LMRC determines there is a need to amend the schedule of the meetings.
- H. The Company will, at the request of the Union, pre-award up to two Union joint committee members, per committee, to attend joint committee meetings and/or training with the Company.³ Releases will be related to the purpose for which the joint committee was created. The Union will exercise the rights afforded above at all times in good faith and in such a manner as to minimize any unnecessary disruption of the Company's business. Union members of the LMRC

² Union Business — Company Paid

³ This would include any joint Company/Union committee including, but not limited to, safety-related joint committees such as, ASAP, FMRT, and GO Team.

and the joint committees will be paid UNS⁴ for all days of meetings with the Company for this purpose.

- I. The Company and the Union acknowledge that it would be impossible for the Parties to foresee every possible unintended consequence of a bargained clause in the Agreement. The parties therefore intend to use this Labor Management Relationship Program during the term of this Agreement as a means of addressing the need for changes to any part of this Agreement, but such changes or additions cannot be implemented without prior written approval by the Company and the Union, subject to ratification by the Flight Attendant group.
- J. Nothing set forth in this Article is intended to interpret, apply meaning, or inform the parties' understanding of any other Article of the Agreement, to waive, diminish, or qualify the rights or duties of any party or employee established by law or elsewhere in this Agreement, or to justify non-compliance with any other provision of the Agreement. The functions and responsibilities of the joint committees, subcommittees, programs, and/or initiatives referenced in this Article do not include representation in collective bargaining and/or grievance administration. Either party may terminate this program at any time after one year following the Date of Signing of the Agreement.

⁴ Union Business — Company Paid

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**ARTICLE 31
DURATION**

This Agreement shall become effective on the October 12, 2022 and shall continue in full force and effect for five years until October 12, 2027 (the Amendable Date) and shall renew itself annually without change until each succeeding (Insert date of Signing) thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto at least 30 days, but not more than 270 days, prior to the Amendable Date or any anniversary of the Amendable Date of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the 12th day of October, 2022.

FOR REPUBLIC AIRWAYS INC.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
LOCAL 135



Paul Kinstedt
Senior Vice President
Chief Operating Officer

Joe Ferreira,
IBT Airline Division Director



Matt Koscal
Executive Vice President
Chief Administrative Officer

Michael R Winegar
IBT Local 135, Business Agent

Shannon Hiatt

Shannon Hiatt
Director, Inflight

Manni A Baez

Manni Baez,
IBT Local 135, Business Agent

Elizabeth Murphy

Elizabeth Murphy
Director, Labor Relations

LETTER OF AGREEMENT #1

**Between
REPUBLIC AIRWAYS INC.**

**And
The Flight Attendants
In the service of
REPUBLIC AIRWAYS, Inc.**

**AND
As represented by
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
Local 135**

RATIFICATION SIGNING BONUS

The Union and the Company agree to the following ratification signing bonus program on a one-time basis for Republic Airways Flight Attendants covered under the Collective Bargaining Agreement who are on the Republic Flight Attendant Seniority List on the day of ratification of this Agreement (the "Contract Ratification Payment"). The Company will pay the bonus as follows in the chart below based on each individual Flight Attendant's placement on the longevity scale as of date of ratification of this Agreement. Such monies then will be paid on the mid-month (i.e., "15th") pay date so long as there is five (5) business days between the date of ratification and the next "15th" pay date. The Flight Attendant also has the option to deposit any or all of the bonus into their 401k without Company match.

Ratification Bonus	
Longevity (yrs)	Amount
1	\$500
2	\$500
3	\$500
4	\$500
5	\$500
6	\$500
7	\$500
8	\$1,000
9	\$1,000
10	\$1,000
11	\$1,500

Ratification Bonus	
Longevity (yrs)	Amount
12	\$1,500
13	\$1,500
14	\$1,500
15	\$1,500
16	\$2,000
17	\$2,500
18	\$3,000
19	\$3,000
20+	\$3,000

In order to receive the Contract Ratification Payment as described above, the eligible Flight Attendant must be in active status at the time of the distribution. If the eligible Flight Attendant is not on active status on the payment installment dates, the applicable payment will be paid on the next full pay cycle after the eligible Flight Attendant returns to active status.

IN WITNESS WHEREOF the parties hereto have signed this LOA on the day of _____, 2022.



Paul Kinstedt
Senior Vice President, Chief
Operating Officer
Republic Airways, Inc.



Michael R. Winegar
Business Agent,
IBT Local 135

LETTER OF AGREEMENT #2

**Between
REPUBLIC AIRWAYS INC.**

And

**The Flight Attendants
In the service of
REPUBLIC AIRWAYS INC.**

And

**As represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 135**

Midwest Airlines Flight Attendant Longevity

This LETTER OF AGREEMENT (“LOA”) is entered in accordance with Title II of the Railway Labor Act, as amended, by and between REPUBLIC AIRWAYS INC. (hereinafter “the Company”) and the Flight Attendants in the service of the Company, as represented by THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 135 (hereinafter “the Union”).

WHEREAS the Company and the Union have met to discuss and agree that the Company will adjust Longevity on a one time, prospective basis for the Flight Attendants formerly employed by Midwest Airlines, listed below, which was acquired on July 31, 2009 and who are employed with the Company on the date of ratification of this Agreement, with a maximum longevity adjustment of up to five years based on Date of Hire with Midwest Airlines. Such Longevity adjustment will be effective on the first pay period following the date of ratification of the 2019 Collective Bargaining Agreement between the parties and will run concurrently with the Agreement.

- | | | |
|------------------------|------------------------|-------------------------|
| 807720 Kelli Thomas | 807721 Kim Eschmann | 807681 Jennifer Swan |
| 610725 Joesphine Ortiz | 610727 Bonnie Reichert | 608725 Mica Karges |
| 608717 Tamara Pangle | 608689 Kristen Krebs* | 608722 Katherine Reese* |

IN WITNESS WHEREOF the parties hereto have signed this LOA on the
day of _____, 2022.

FOR THE COMPANY

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
LOCAL 135



Paul Kinstedt
Senior Vice President
Chief Operating Officer



Michael R. Winegar
Business Agent
IBT Local 135

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