

Signed

**FLIGHT ATTENDANT EMPLOYEES
2021 – 2026 Agreement**

**Between Flight Services, International, LLC and
the Transport Workers Union of America, AFL-CIO
(TWU)**

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Section 1

PREAMBLE

This Agreement is made and entered into by and between Flight Services International, LLC ("FSI" or the "Company"), and the Transport Workers Union of America, AFL-CIO ("TWU" or the "Union") covering those employees employed by the Company in the Flight Attendant craft or class certified by the National Mediation Board in Case No. R-7445 on January 12, 2016.

Section 2

DEFINITIONS

Active/Active Status – Unless otherwise provided by this Agreement, a current and qualified Flight Attendant not on a leave of absence (see Section 8 Leaves of Absence) or a furlough.

Agreement – This Collective Bargaining Agreement (“CBA”) in its entirety, including all Amendments, Letters of Agreements, Memorandums of Understanding or Letters of Understanding signed by the authorized parties during the term of the Agreement.

Assignment – A pairing (including Deadheads), reserve availability period, airport standby, training (including part-time instructing), or special assignment.

Base – An airport designated by the Company where a FSI Flight Attendant is regularly awarded or assigned pairing(s) or Assignment(s) which begin from, or end at, that airport.

Bid Period – Month(s) where Flight Attendants bid for and are awarded or assigned pairing(s), reserve days, or training.

Block/Block Time – The period from the time the aircraft blocks out until the aircraft blocks in again. Block in shall be the moment an aircraft comes to complete rest in the blocks. Block out shall be the time when the aircraft’s brakes are released and push back or taxi begins.

BMG/Bid Month Guarantee – The minimum credit a Flight Attendant will receive for work performed during a Bid Period, unless prorated in accordance with the CBA. A Flight Attendant will be paid the greater of the BMG (full or prorated) or whatever she/he flies and/or is credited with.

Business Day – Monday through Friday, excluding Company holidays.

Calendar Day – A 24-hour time period (from 0000 to 2359) Base local time as denoted on a calendar, (e.g., Monday, Tuesday, etc.). Calendar Days are not used for purposes of Flight Attendant scheduling (see “Day,” “Day Off,” and “Duty Day” below).

Company Airline Client – A third-party which contracts with FSI to provide Flight Attendant services.

Day – Is a consecutive twenty-four (24) hour period 0000Z to 2359Z UTC.

Day Off – Is a scheduled twenty-four (24) hour period free from all Company duty beginning at 0000Z through 2359Z UTC.

Deadhead – Flight transportation or surface transportation to or from a scheduled Assignment, other than between the layover hotel and such Assignment. Transportation

to/from the airport or the aircraft to a local hotel or to training or other Assignment location, is not considered a ground Deadhead.

Debrief – The time-period between when a Flight Attendant arrives at her/his destination and the time she/he is released from duty.

Duty Day – A twenty-four (24) hour period, or fraction thereof, commencing at the scheduled or actual Report Time, whichever is later, of the Flight Attendant and continuing until her/his release time upon completion of duty.

Duty Period – The period of time between reporting for an Assignment and release from that Assignment (applies to flight, reserve and stand-by assignments only). Deadheading will be considered duty time for purposes of pay only, and not for duty period limitation purposes, unless otherwise required by the Federal Aviation Regulations ("FARs").

Flight Attendant – A flight attendant qualified under the Federal Aviation Administration regulations and Company requirements, who holds a position on the applicable Seniority List(s) as set forth in Section 16 of the CBA and who is responsible for the en route passenger safety and service on the aircraft and other Company-directed duties.

FSI – Flight Services International, LLC, the "Company."

IROP – Irregular Operations

Junior Assignment, Junior Assigned, or JA – When a Flight Attendant is involuntarily scheduled or rescheduled after Positive Contact is made on her/his scheduled Day Off.

Longevity – Longevity is the cumulative length of a Flight Attendant's service with the Company. Longevity will begin to accrue from a Flight Attendant's date of hire, and shall continue to accrue during the term of FSI employment, except as provided under the terms of the CBA. Longevity will determine vacation accrual and the applicable Flight Attendant regular base pay rate.

Positive Contact – Actual person-to-person communication via telephone/cellular phone or other devices/electronic methods or acknowledgement through electronic confirmation by the Flight Attendant for the purpose of notification of an assignment or any other information.

Purser – A Flight Attendant trained and qualified as a Purser.

Release – The point in time a Flight Attendant is released from all duty.

Report Time – The actual time at which a Flight Attendant is required to arrive at the designated reporting location for her/his Assignment.

Reserve Flight Attendant – A Flight Attendant who is awarded a schedule containing specified Days of availability and intervening Days Off in a Bid Period.

Reserve Period – The Duty Period during which the Company requires a Reserve to be available to receive an Assignment.

Rest / Rest Period – The time at which a Flight Attendant is free from all duty and responsibility.

RIG (Ratio-in-Guarantee) – Flight Attendants will be eligible for trip RIG pay credit based on TAFB in accordance with the terms of the CBA.

Seniority – The seniority that begins to accrue from the first date of training as a Flight Attendant from which date seniority shall continue to accrue during the Flight Attendant's period of service.

Time Away from Base (TAFB) – Time period beginning at Report Time at Base concluding at Release time back in Base.

TWU – Transport Workers Union of America AFL-CIO the “Union.”

UTC/GMT/Z/ZULU – All stand for Coordinated Universal Time.

VX Day – A scheduled Day Off on which a Flight Attendant has volunteered to fly (applicable only to Flight Attendants performing service under the Atlas LOA).

X Day – A Flight Attendant's scheduled Day Off (applicable only to Flight Attendants performing service under the Atlas LOA).

Section 3

RECOGNITION & SCOPE

A. Certification & Recognition of Unique Operation

1. Pursuant to the National Mediation Board Certification (R-7445) dated January 12, 2016, the Transport Workers Union of America, AFL-CIO ("TWU" or the Union") has been duly designated and authorized to represent, for purposes of the Railway Labor Act, as amended, the Flight Attendants employed by Flight Services International, LLC ("FSI" or the Company").
2. FSI is not an air carrier. FSI is a staffing company which provides flight attendants to its Company Airline Clients which then determine how many are used and on which flights. Based on FSI's business model, this Scope Section is unique to FSI's flight attendant staffing services. Accordingly, Company Airline Clients may contract FSI cabin passenger service at less than the FAR complement. Such contractual arrangements presented to FSI by its Company Airline Clients do not constitute a violation of this Section or any provision of this Agreement.

B. Scope

1. Cabin passenger and safety service (i.e., traditional Flight Attendant services) contracted directly or indirectly to be performed by Flight Services International, LLC will only be performed by Flight Attendants whose names will appear on the applicable FSI/TWU seniority list (i.e., the seniority list maintained for the Company Airline Client for which the Flight Attendant provides services as set forth in Section 16 (Seniority) paragraph A), except as otherwise provided in paragraph F. of this Section and in this Agreement.
2. All present and future cabin passenger service of the Company provided by the Flight Attendants on the FSI/TWU Seniority List(s) shall be pursuant to the terms of this Section and this Collective Bargaining Agreement.
3. This Agreement will be binding upon the parties hereto, their successors, administrators, executors, and assigns.

C. Labor Protective Provisions-In Event of FSI Flight Attendant Seniority List Integration

In the event of an acquisition by or of Flight Services International, LLC or merger with another company that provides contract cabin passenger service to Part 121 air carriers which results in both an integration of operations/operational merger and the integration of Flight Attendants on one or more pre-existing Company seniority lists, the following will apply:

1. FSI and the Union will discuss the impact of the proposed merger or acquisition, if any, upon TWU-represented employees. FSI will provide the Union with information concerning the proposed merger or acquisition at the earliest practicable time, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for that discussion. No confidential business information shall be disclosed unless the Union agrees in writing to arrangements acceptable to FSI for protecting the confidentiality and use of such information.
2. If the Flight Attendants employed by the other entity are represented by the TWU, the applicable seniority lists shall be integrated in accordance with this Agreement and the TWU Airline Merger Policy, provided there is no system flush. If there is a conflict between this Agreement and the TWU's Airline Merger Policy, this Agreement will control.
3. If the Flight Attendants employed by the other entity are not represented by a union or represented by a different union, the applicable seniority lists shall be integrated in accordance with Articles 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions. Such integration shall occur in a fair and equitable manner. The Flight Attendant employee groups will remain separate until the seniority lists are integrated in accordance with this paragraph. There will be no system flush as a result of the integration.
4. Union representation of the integrated Flight Attendant groups shall be determined in accordance with the National Mediation Board's rules and procedures.
5. Nothing in this Section 3 (Recognition and Scope) requires an integration of operations/operational merger or Flight Attendant seniority lists following an acquisition of FSI or by FSI of another company that provides contract cabin passenger service to air carriers.
6. "Acquisition" as used in this Section 3 (Recognition and Scope) means an acquisition of all or substantially all of the assets or equity of the acquired entity.

7. The Company will not bring a single or multi-step successorship transaction to conclusion unless the successor agrees, in writing, to: 1) recognize the Union as the representative of the Employees on the Flight Services International Flight Attendant Seniority List(s) as of the effective date of the transaction consistent with the Railway Labor Act, as amended, and 2) assume and be bound by this Agreement.

D. Management Rights

1. Except as may be limited by the express provisions of this Agreement, the Company retains the sole and exclusive right to operate, control and manage its business and exercise all traditional management rights, powers, or authorities it had prior to signing this Agreement including, but not limited to, honoring its contracts with its Company Airline Clients, except those rights, powers or authorities explicitly modified by this Agreement.
2. The exercise of any retained right reserved herein to the Company or Union in a particular manner or the failure to exercise such right in any particular manner, shall not operate as a waiver of the Company's or Union's rights under this Agreement or preclude the Company from exercising its right(s) in a different manner in the future.
3. The past practices, employment policies or other understandings established prior to the effective date of this Agreement shall not create any precedent or contractual right(s) in favor of the TWU or the Flight Attendants it represents, nor shall it create any precedent, contractual, or other legal obligation(s) on the part of the Company to continue such practices, policies, agreements, or understandings.
4. Employees covered by this Agreement shall be governed by all rules, regulations and orders previously or hereafter issued by proper authorities of FSI which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees and the Union. The FSI Flight Attendants and the Union will be advised in accordance with this Agreement of any changes in rules, regulations, and orders governing their employment prior to the effective date of such changes. The requirement to give prior notification will not apply where FSI is required by law or a Company Airline Client to make immediate changes or in emergency circumstances.

E. No Strike/No Lockout

1. During the term of this Agreement (including, but not past the date of a release to self-help by the National Mediation Board ("NMB"), i.e. 2359 on

- 30th day of "cooling off" period), the Company will not cause any lock-out of Flight Attendants covered under this Agreement.
2. During the term of this Agreement (including, but not past, a release to self-help by the National Mediation Board, i.e. 2359 on 30th day of "cooling off" period), neither the Union nor the Company's Flight Attendants, collectively or individually, will cause or engage in any: strike, slow-down, work stoppage, sit-down, walk-off, interruption or disruption of operations, or curtailment or hindrance of work of any kind, or sympathy strikes (including refusing to cross a picket line) (collectively, "self-help").
 3. Continuance of DOD Charters During Job Action: In addition to the obligations under E.2. directly above, the Union agrees that the Flight Attendants shall continue to perform all duties which are necessary to enable Company Airline Clients to operate flights for or in support of traffic sponsored by the U.S. Department of Defense ("DOD"). There shall be no such restriction for Flight Attendants who perform duty affiliated with any commercial passenger or cargo airline service. When a dispute arises out of negotiations for a new contract, after the amendable date of this Agreement and/or during and after all procedures of the Railway Labor Act ("RLA") have been exhausted, the Company shall submit to the Union prior to the commencement of any job action, written documentation of all flight(s) being operated under charter to the DOD.

F. FSI Management/Staff & Customer Flying

FAA flight attendant-qualified FSI management and/or staff employees may work any flight as a member of the working flight attendant crew when such management or staff employee's presence as a working flight attendant is in excess of the minimum complement FSI was contracted to provide to its Airline Client. FAA flight attendant-qualified FSI management and/or staff employees may also work any flight as a member of the working flight attendant crew (i.e., as part of the FAR and/or client-required complement) to protect the integrity of the operations of a Company Airline Client (e.g., prevention of delays or cancellations), to maintain management and/or staff qualification, to conduct on-board training or checking duties, or fulfill any other operational requirements of the Company or its Airline Clients.

1. The use by a Company Airline Client or the Company Airline Client's customer of one or more of its flight attendant-qualified employees as a member of a flight attendant crew assigned to a flight in lieu of FSI flight attendants does not constitute a violation of this Section or any provision of this Agreement.

G. Remedies

1. The Company and the Union agree to arbitrate, on an expedited basis, any grievance alleging a violation of this Section (Recognition & Scope),

- unless otherwise mutually agreed in writing by the Company and the Union.
2. Nothing in this Section shall affect any rights and remedies in law or equity as may be available to the parties for enforcement of arbitration awards involving violations of this Section.

H. Agreement To Confer

If FSI should acquire an operating certificate and begin operations as a Part 121 air carrier, FSI will confer with the Union over the effects, if any, on the Flight Attendants. Upon mutual written agreement, the parties are free to amend the Agreement under such circumstances, however, any negotiations would not fall under Section 6 of the RLA.

Section 4

COMPENSATION

- A. Eligible Flight Attendants flying in the service of Atlas Air, Inc. will be compensated in accordance with LOA# 1.
- B. For all other Flight Attendants, compensation will be offered in accordance with the applicable FSI and/or its Company Airline Client's policies and procedures.

Section 5

BENEFITS

- A. Eligible Flight Attendants flying in the service of Atlas Air, Inc. will be offered benefits as provided in LOA# 1.
- B. For all other Flight Attendants, benefits will be offered in accordance with the applicable FSI and/or its Company Airline Client's policies and procedures.

Section 6

EXPENSES

A. Client Travel/Expense Guidelines

1. FSI is a service provider to its Company Airline Clients. Company Airline Clients will provide their respective guidelines (if any) governing travel, accommodations and permissible expenses, which will be published to the FSI Flight Attendants covered under this Agreement.

The Company may negotiate additional and/or greater travel and expense benefits with its Airline Clients than what is provided in this Section 6 (Expenses). In such instances, it will not be a violation of this Agreement, nor will it be a violation of the *status quo* under the Railway Labor Act, to offer those additional and/or greater negotiated travel and expense benefits to the FSI Flight Attendants.

2. Company Airline Client guidelines (if any) governing travel accommodations and permissible expenses, are not part of this Agreement, nor are alleged violations by the Company and/or its Airline Client of same subject to a grievance under Section 18 (Grievances) of this Agreement.
3. This Section 6 (Expenses) does not cover FSI new hire Flight Attendants in training.

B. Hotels/Lodging, Transportation, and Incidental Expenses

1. Normally, single occupancy hotel or other lodging facility accommodations will be provided to FSI Flight Attendants while on duty layovers. However, there may be circumstances where such accommodations are not available (e.g., IROP occurs and no single occupancy is available, military barracks or other accommodations when no hotel is available or government restricts access to city), in which case, reasonable efforts will be taken to provide suitable accommodations. Hotel/lodging on overnights may be direct billed by any one of the following payment methods: direct bill to FSI or its Company Airline Client or paid for by a company-issued credit card in accordance with FSI's travel policy.
2. Transportation, as warranted, from the aircraft to the hotel/lodging facility will be made available to Flight Attendants while on a layover. This may include, but is not limited to, hotel shuttles, car/limo services, ride share (e.g., Lyft, Uber), and taxis. Transportation may be direct billed by any one of the following payment methods: direct bill to FSI or its Company Airline Client or paid for by a company-issued credit card in accordance with FSI's travel policy.

3. All incidentals incurred by the Flight Attendant on the hotel room/lodging facility bill must be settled by the Flight Attendant at the time of check-out. Incidentals include, but are not limited to, telephone calls, food, drinks, movies, dry cleaning, damage to the room or hotel, etc. Neither FSI nor its Company Airline Client(s) are responsible, nor are they liable for, any incidental charges incurred by a Flight Attendant or assessed against the Flight Attendant by a hotel/lodging facility (e.g., cleaning or damage charge). Flight Attendants who fail to pay for incidental expenses at the time of check-out hereby agree that those expenses may be deducted from their pay check. Flight Attendants who fail to pay for their incidental expenses at check-out will be subject to discipline, up to and including discharge.

C. Per Diem

1. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
2. For Company Airline Clients where an hourly per diem is not offered, FSI will attempt to negotiate reimbursement of reasonable travel-related expenses; a daily per diem; or some other similar manner to cover daily travel-related expenses.

D. Passports and Visas

1. A Flight Attendant must be in possession of her or his own valid and current passport at all times she or he is on duty.
2. Flight Attendants are responsible for obtaining/renewing passports and adding additional pages, at her/his own cost and must do so in a timely manner that does not conflict with her/his bid schedule or flight Assignments.
3. If a Flight Attendant misplaces or fails to timely renew an expiring passport, she/he must promptly notify FSI and the Company Airline Client's crew scheduling department as soon as she/he becomes aware.
4. Except as provided in paragraph D.5. directly below, Flight Attendants are responsible for obtaining, at their own cost, all visas and other permits necessary to fly to all destinations where FSI's Company Airline Clients provide passenger operations.
5. FSI will pay for visas for U.S. passport holders if such visas are required of all Flight Attendants working for a Company Airline Client which requires such visa(s). If a visa photograph and/or expedited processing are

required, such expenses will be reimbursed by the Company upon remittance of a receipt showing payment.

E. Inoculations

Flight Attendants are responsible for timely obtaining all necessary inoculation certificates. The Company will pay for the reasonable cost of inoculations recommended by an appropriate United States governmental agency for Flight Attendants working Assignments to international destinations served by Company Airline Client(s) which require same.

F. Crew Meals

1. Crew meals may be offered by Company Airline Clients to working Flight Attendants while on Company Airline Client aircraft, however, neither FSI nor its Company Airline Clients are obligated to offer or provide crew meals to Flight Attendants.
2. Flight Attendants are responsible for the cost and sourcing of their own meals during a layover period or when crew meals are not provided on Company Airline Client aircraft.

G. Parking

1. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
2. For all other Flight Attendants, the Company will attempt to negotiate parking discounts on behalf of Flight Attendants at or near airports in which it has a designated Flight Attendant Base (e.g., IAH), but Flight Attendants remain liable for the cost of parking or any damage to vehicles while parked.

Section 7

MEDICAL EXAMINATIONS

A. Medical Examinations.

1. If the Company has reasonable cause to question a Flight Attendant's fitness to serve in the flight attendant position, the Company may require the Flight Attendant to submit to a medical examination or medical test (hereafter "examination"). When an examination is required by the Company, the Flight Attendant shall be notified in writing of the reason. The examination may be by a Company-designated physician and the Flight Attendant shall be furnished with a copy of the physician's report. The cost of a Company-required examination shall be paid by the Company. If the Company-designated physician is covered by the Flight Attendant's healthcare insurance, the Company will pay either the co-pay or the deductible amount charged for this examination.
2. A Flight Attendant who is required to submit to an examination shall be removed from duty and shall suffer no loss of BMG prior to such examination, unless the Flight Attendant causes a delay in submitting to the examination, in which case she/he will be placed on off flight duty status ("OFS") without pay.
3. A Flight Attendant removed from duty for the purposes of submitting to an examination under this Section and who is found by a Company-designated physician as able to perform flight attendant duties shall be returned to duty.
4. Should a Company-designated physician determine the Flight Attendant is unable to perform her/his duties as a flight attendant, the Flight Attendant shall be placed on OFS without pay.

B. Medical Review Process

Any Flight Attendant who disagrees with the results of a Company required examination pursuant to this Section may request a review of that examination as follows:

1. Within fifteen (15) Calendar Days of receipt of the Company-designated physician's evaluation/report, the Flight Attendant may employ a second qualified (licensed and in good standing medical doctor) physician of her/his own choosing and, at her/his own expense, for the purpose of conducting an examination of the same scope as the original examination.
2. A copy of the evaluation/report by the qualified physician chosen by the Flight Attendant shall be furnished to the Company within fifteen (15) Calendar Days of the examination of the Flight Attendant by her/his

physician. In the event that such report/evaluation verifies the findings of the first physician, no further review shall be required.

3. In the event the report/evaluation of the second physician chosen by the Flight Attendant is materially contrary with the report/evaluation of the first physician, the Company shall, at the written request of the Flight Attendant, within seven (7) Calendar Days of her/his physician's report/evaluation being furnished to the Company and the Flight Attendant, request that the two (2) physicians appoint a third, qualified, readily-available and neutral (licensed and in good standing medical doctor) physician for the purpose of conducting an additional, same-scope examination of the Flight Attendant. Unless otherwise agreed by the Company and the Flight Attendant, the neutral physician will be located within 75 miles of the Flight Attendant's Base.
 4. The neutral physician shall, as soon as practical, conduct a further examination of the Flight Attendant in the same scope of the original examination and that report/evaluation shall be dispositive of the Flight Attendant's condition. Copies of the neutral physician's report/evaluation shall be furnished to the Company and the Flight Attendant as soon as practical.
 5. The reasonable expenses of employing the neutral physician (including travel and lodging) directly related to such examination shall be borne equally by the Flight Attendant and the Company.
 6. Should it be determined that a Flight Attendant was inappropriately held out of service as a result of the examination requirements, the Flight Attendant would be paid retroactively for the time lost in an amount equal to the BMG, awarded, or assigned flying (whichever is greater) she/he would have earned had her/his duties been uninterrupted, unless any delay in the process set forth in this Section was due to the Flight Attendant, in which case she/he will not be eligible for payment for the period caused by her/his delay.
- C. Nothing contained in this Section shall prevent the Company from requiring a Flight Attendant to provide a release to return to work from her/his treating/examining physician following an absence from duty or a medical referral while on a duty assignment (e.g., MedAire) caused by a Flight Attendant's report of illness/injury.
- D. Nothing in this Section shall affect in any manner the Company's exercise of its rights and obligations to order a drug/alcohol test pursuant to its DOT/FAA-mandated drug/alcohol policy or non-DOT drug/alcohol policy or such examination as may be required, including, but not limited to, the Company's Worker's Compensation coverage.

Section 8

LEAVES OF ABSENCE

A. Family and Medical Leave

1. Eligible Flight Attendants will be granted Family and Medical Leave ("FMLA") in accordance with applicable state and federal law.
2. Compensation and Benefits During FMLA

If the FMLA is due to a Flight Attendant's own serious health condition, she/he will be required to use her/his accrued and unused sick leave. A Flight Attendant will not be required to use her/his accrued and unused vacation while on FMLA, but may do so at her/his option. Flight Attendants who participate in FSI's group health benefits on FMLA will continue to be covered by FSI's group health benefit plans on the same terms that are applicable for active employees. To maintain coverage, Flight Attendants on FMLA will be obligated to pay the employee portion of their benefits including, but not limited to, short-term and long-term disability, during any period of FMLA leave.

3. Where applicable, FMLA will run concurrent with other leaves of absence.
4. Return to Work after FMLA

If the Flight Attendant has been released to return to active duty as a Flight Attendant upon expiration of his/her FMLA and fails to notify the Company and return to duty immediately the Flight Attendant will be deemed to have voluntarily resigned his/her employment.

5. FMLA Non-Discrimination

FSI will not discriminate or retaliate against any Flight Attendant for exercising his/her rights under FMLA.

B. Medical Leave

1. A Flight Attendant who is unable to perform the essential functions of her/his Flight Attendant position because of personal illness, pregnancy, or non-occupational injury to the Flight Attendant shall be granted a medical leave for a period of up to four (4) consecutive months.
2. Upon written request and upon further written medical evidence that the Flight Attendant cannot perform the essential functions of his/her Flight Attendant position, the Flight Attendant may extend such leave. However, a Flight Attendant's total medical leave period may not exceed the lesser of:

- a. The period of disability;
 - b. One (1) year; or
 - c. The Flight Attendant's length of active service as of the commencement of the leave.
3. A Flight Attendant will be required to use sick leave during a medical leave and may use vacation time, at her/his option.

C. Bereavement Leave

1. Flight Attendants shall be granted up to four (4) scheduled consecutive work Days Off in the event of a death an immediate family member, which will not impact their BMG. For purposes of Bereavement Leave, "Immediate Family Member" is defined as spouse, child, step-child, parent, step-parent, grandparent, brother, sister, mother-in-law, father-in-law, life partner or former legal guardian of the Flight Attendant.
2. At the discretion of the Company, an extension of bereavement leave without pay may be granted upon request of the Flight Attendant.
3. The Company may require a Flight Attendant to provide verification of a death.
4. If a Flight Attendant is assigned away from her/his Base when a death of an Immediate Family Member occurs and, if requested by the Flight Attendant, the Company will provide transportation reasonably available to return the Flight Attendant expeditiously as possible to the Flight Attendant's Base. At the Flight Attendant's request, the Company will provide transportation to another location within the continental U.S., if such transportation is less expensive than returning her/him to Base. The Flight Attendant will be taken off flight/pay status as soon as she/he notifies the Company and is approved to be released from duty to commence travel as set forth in this paragraph.
5. Bereavement leave will commence on the Calendar Day following the date of arrival at the location set forth directly above in paragraph 4.
6. In circumstances other than those set forth above in paragraphs 4 and 5, a Flight Attendant shall schedule Bereavement Leave as soon as practicable after the death of an Immediate Family Member.

D. Jury Duty Absence

When contacted for jury duty, the Flight Attendant must provide a copy of the summons/subpoena to the FSI Human Resources Manager as soon as possible. Once the jury duty is completed, a copy of proof of service as a potential or actual juror must be provided to FSI. Failure to furnish these documents within 72 hours either electronically or in person will result in the loss of BMG for that pay period and the Flight Attendant will be paid only for hours actually flown that month.

E. On The Job Illness or Injury Leave ("OJI Leave")

1. In the event an illness or injury occurs that results in Workers' Compensation benefits ("OJI Leave"), the Company will remain in compliance with applicable law.
2. A Flight Attendant will use sick time and may use vacation time during the statutory waiting period.

F. Military Leave

1. A Flight Attendant will be granted military leave for military service or reserve duty in accordance with applicable federal and state law.
2. An employee taking such leave will receive *partial pay* for absences of two (2) weeks or less in any one calendar year. Upon presentation of satisfactory military pay verification data, an employee will be paid the difference between his or her customary base compensation (i.e., BMG) and the pay (excluding expense pay) received from the military while on military duty.

G. Personal Leave

A Flight Attendant may, upon proper application to the Company, be granted a leave of absence not to exceed thirty (30) Calendar Days. Such leave may be extended with the approval of the Company for additional periods not to exceed thirty (30) Calendar Days each.

H. General

1. Except as otherwise stated in this section, or where required by law, all leaves are on an unpaid basis. During any pay period that the Flight Attendant goes into an unpaid status will result in the loss of BMG for that pay period, and the Flight Attendant will be paid only for hours actually flown in that pay period.

2. Flight Attendants will retain and accrue Seniority while on an approved leave of absence.
3. Flight Attendants will retain Longevity while on an approved leave of absence. Unless otherwise required by law, Longevity will accrue only for the first sixty (60) Calendar Days of the leave of absence, and will cease accruing thereafter.
4. Flight Attendants will retain all accrued sick and vacation while on a leave of absence. Accrual of vacation and sick will be handled in accordance with Sections 9 (Vacation) and 10 (Sick Absences).
5. A Flight Attendant will contact the Company in writing no later than seven (7) Calendar Days prior to the expiration of the leave of absence in order to coordinate his/her return to duty. Failure of the Flight Attendant to return to duty following expiration of an approved leave of absence, shall be deemed to have voluntarily resigned her employment.
6. A Flight Attendant who is not eligible to continue group health insurance shall be offered COBRA. At a minimum, Company paid insurance shall continue through the end of the month in which the leave began.
7. A Flight Attendant who, without prior written consent of the Company, engages in other employment while on a leave of absence will be deemed to have resigned his/her employment and the Flight Attendant's name will be removed from the Seniority List.
8. A Flight Attendant returning from a leave due to her/his illness or injury must provide a physician's release statement certifying the Flight Attendant is capable of returning to work in the Flight Attendant position. Upon receipt of the physician's release, the Flight Attendant must immediately contact the Company to coordinate her/his return to active duty as a Flight Attendant.

Section 9

VACATION

- A. Except as explicitly provided otherwise in this Section, the following provisions governing Vacation apply only to full-time Flight Attendants paid using the BMG method of compensation.
- B. Vacation Grant or Accrual for Full-Time Flight Attendants
 - 1. Only full-time Flight Attendants engaged in current flight Assignments, i.e., "active status" (as defined in B.3. below) who are on the Seniority List will be entitled to bid for and be awarded vacation.
 - 2. Flight Attendants will be entitled to vacation as follows:
 - a. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - b. For all other Flight Attendants, vacation will either be accrued or granted in accordance with the applicable Company Airline Client's policies.
 - 3. Forfeiture of Vacation Grant: Unless otherwise required by law or this Agreement, Flight Attendants who are not on in a full-time active status, (e.g., no longer employed by FSI, full-time to part-time, full-time to casual, seasonal, on-call or on authorized or unauthorized leave) prior to taking an awarded vacation, will forfeit their vacation grant.
- C. New Hire Flight Attendants
 - 1. Eligible Flight Attendants hired before the opening of the vacation bid period may bid for a vacation block for the following calendar year.
 - 2. Flight Attendants hired after the opening of the vacation bid period will be permitted to select, on a first-come, first-serve basis, a vacation block from the remaining (unawarded) vacation blocks for the following year, subject to the operational needs of the Company and/or its customers. Such request for vacation must be submitted in writing prior to the opening of the monthly duty bid process.
- D. Vacation Pay and Usage
 - 1. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - 2. For all other Flight Attendants, vacation pay and usage will be in accordance with the applicable Company Airline Client's policies.

E. Vacation Bids & Awards

Each year, the Company will establish the vacation bid process and award timeline. The Company will make available to the Flight Attendants available vacation blocks concurrent with the opening of the vacation bid period. Vacation bids/awards will be conducted separately for each client. A Flight Attendant who works for more than one client will be limited to receive vacation for only one of those clients (no "double dipping"). The following provisions govern vacation bids and awards:

1. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
2. For all other Flight Attendants, vacation bids and awards will be governed in accordance with the applicable Company Airline Client's policies.

F. Failure to Bid

If a Flight Attendant does not submit a vacation bid or submits a bid insufficient to be awarded an alternate vacation in lieu of their preferred block, she/he will be assigned a vacation block(s) by December 31st for the following calendar year.

G. Cancellation

1. If the Company must cancel a Flight Attendant's awarded vacation, the Flight Attendant may either select from the remaining (unawarded) vacation blocks in the same calendar year or be paid the value of the cancelled vacation block, which will be credited toward the Flight Attendant's Bid Month Guarantee. A re-scheduled vacation due to a prior Company-cancelled vacation will not be subject to cancellation.
2. If the Company must cancel a Flight Attendant's awarded vacation, upon receipt of sufficient evidence that non-refundable fees/costs had already been incurred by the Flight Attendant(s) at the time the vacation was cancelled, FSI will ask the applicable Company Airline Client to bear all or a portion of such fees/costs. If the Company Airline Client agrees, the affected Flight Attendant(s) and the Union will be timely advised.

H. General

1. Vacation may not be carried over to a subsequent calendar year.
2. Vacation, once awarded, may only be changed by mutual agreement unless cancelled pursuant to paragraph G (Cancellation) above.
3. Flight Attendants eligible to receive a vacation grant who are returning from an authorized leave after the vacation award shall be granted

vacation days prorated as follows: number of vacation days granted based on Longevity ÷ 12 × full calendar months remaining in the year. Flight Attendants returning from an authorized leave after the vacation grant award are eligible to select from any remaining (unawarded) vacation blocks. If vacation blocks are not available, the Flight Attendant's prorated vacation grant will be paid at the end of the calendar year, which will be credited toward the Flight Attendant's Bid Month Guarantee.

4. Vacation for Flight Attendants not paid using the BMG method of compensation (e.g., corporate, on-call, salaried, etc.) will be handled in accordance with the Company Airline Client's policies.

Section 10

SICK ABSENCES

A. Accrual

1. Full-Time Flight Attendants Paid a Bid Month Guarantee ("BMG")
 - a. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - b. For all other Flight Attendants, the BMG will be in accordance with the applicable Company Airline Client's policies.
2. Flight Attendants Not Paid A BMG
 - a. Except as provided in Section 2.b. directly below, time off for personal illness or injury of Flight Attendants who are not paid a BMG (e.g., corporate business charter, on-call only, hourly, etc.) will be handled in accordance with the Company Airline Client's policy.
 - b. If paid time off due to sick absences is offered by the Company Airline Client's policy, any accrued sick will not be rolled over into subsequent calendar years.
3. All FSI Flight Attendants will begin to accrue sick or be eligible for a sick bank grant (as applicable) starting with their date of hire, but will not be permitted to utilize accrued sick until completion of the probationary period.

B. Sick Call-Out Procedure

1. For each sick call, Flight Attendants must directly notify the Company Airline Client's crew scheduling department by phone no later than four (4) hours prior to the scheduled Report Time or commencement of reserve duty.
2. Flight Attendants will not be required to provide details regarding their illness to the Company Airline Client, however, a Flight Attendant, if asked, must respond to a Company Airline Client's inquiry into the anticipated duration of the sick absence.
3. Absences for sick call outs will fall under the Company's absenteeism policy.

C. Usage of Sick

1. Each mid-trip sick call out (i.e., calling in sick while working downline) will be counted as one (1) day of sick for each sick day used.
2. Sick time will not be charged for scheduled Days Off unless the Flight Attendant has previously volunteered to work on a scheduled Day Off and a duty assignment has been placed on the Flight Attendant's schedule.
3. If a Flight Attendant is on a medical leave of absence, or if the Flight Attendant is on an authorized leave pursuant to the Family and Medical Leave Act ("FMLA") due to her/his own serious health condition or the serious health condition of the Flight Attendant's minor dependent child, the Flight Attendant will be required to use accrued and unused sick time. (See Section 8.A.2. and A.B.3. of Leaves of Absence).

D. Return to Work & Verification of Sick Absence

1. A Flight Attendant returning to duty after a sick absence who has had trips dropped from her/his schedule due to her/his sick absence will normally be treated as follows:
 - a. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - b. For all other Flight Attendants, in accordance with the applicable Company Airline Client's policies.
2. The Company may request verification by a medical doctor of an illness or injury of a Flight Attendant if the illness or injury has caused the Flight Attendant to miss more than three (3) Days of scheduled duty. The Company may also request verification by a medical doctor of any sick absence if the Flight Attendant has called out sick more than three (3) times in the preceding six (6) months.
3. Failure to promptly provide requested verification by a medical doctor to substantiate a sick absence or falsifying sick claims or a medical doctor's statement will result in disciplinary action, up to and including, termination of employment.
4. Nothing in paragraph D. of this Section would prohibit the Company from:
 - a. Requesting certification from a medical doctor as a requirement for granting leave pursuant to the FMLA or a medical leave of absence; when conducting an investigation into sick abuse; when there has been an unusual pattern(s) in sick days taken by a Flight

Attendant; or if there is a question regarding the Flight Attendant's fitness for duty.

- b. Verifying the veracity of a medical doctor's certification.

E. Sick Credit or Pay

1. Credit for Flight Attendants Subject to a BMG
 - a. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - b. For all other Flight Attendants, sick credit or pay will be governed in accordance with the applicable Company Airline Client's policies.
2. Pay for Flight Attendants Not Subject to a BMG: Pay, if any is offered, for time off for the personal illness or injury of Flight Attendants who are not paid a BMG (e.g., corporate business charter, on-call only, hourly, etc.) will be handled in accordance with the Company Airline Client's policy.

F. General Provisions

1. Unless required by law, neither Flight Attendants nor their estate will be paid for unused sick time upon resignation, involuntary termination or death.
2. Flight Attendants will not be permitted to use Company-provided travel privileges, if any, while on a sick absence or any type of leave of absence without the prior express written permission of FSI management.
3. A Flight Attendant on a sick absence for illness or injury who engages in outside employment, regardless of the nature of or when that employment began, without receiving prior written permission from FSI management, is subject to disciplinary action, up to, and including termination of employment.
4. A Flight Attendant who calls out sick mid-trip will be provided transportation back to her/his Base provided the Flight Attendant has been advised by a medical doctor (e.g. MedAire) that she/he may be transported. Requests to be transported to another location other than the Flight Attendant's Base, will be at the discretion of the Company and will be considered on a case-by-case basis.

Section 11

SAFETY AND HEALTH

A. General Health and Safety

1. The Company and Union recognize the importance of safety and health to Company Flight Attendants.
2. The Company will observe all applicable local, state and federal laws and regulations pertaining to the safety and health of its Flight Attendants, including, but not limited to, required notifications to Flight Attendants and the posting of required information.
3. A Flight Attendant who is the victim of an unlawful assault and/or incident of interference with Flight Attendant duties will have the cooperation of the Company who will if requested assist in addressing the incident with the appropriate local, state, or federal authorities. It may be necessary for the affected Flight Attendant to meet with law enforcement authorities and appear as a witness in a criminal proceeding. A Flight Attendant in such a situation will be provided with a reasonable accommodation to ensure she/he suffers no loss in pay (excluding per diem if in Base). Flight Attendants requiring such time off will provide the Company with as much advance notice as possible.
4. If known to the Company, Flight Attendants working a flight will be briefed prior to boarding of passengers requiring non-routine service or attention (e.g., certain disabled individuals, prisoners or unaccompanied minors).
5. If a specific and credible bomb threat is received on board a Company Airline Client's aircraft for which FSI Flight Attendants provide service, a Flight Attendant will not be required to perform a bomb search, other than inflight, and will not be required to remain on board an aircraft during such a search, as long as it does not conflict with any law or security directive.
6. As required by law, the Company will ensure its Flight Attendants are provided required training in matters related to safety and health.

B. Health and Safety Committee

1. The Company will recognize the Union Health and Safety committee comprised of Company Flight Attendants appointed by the Union.
2. The Company, upon request from the Union, will meet with the Union Health and Safety Committee on a quarterly basis to address important health and safety issues. The meeting may be by teleconference and will not interfere with Company or Company client operations. Ad hoc

meetings may also be scheduled by the Company and the Union upon mutual agreement. Committee members and Company Flight Attendants should contact Company management at any time to report safety and/or health concerns related to their duties and/or working environment and will be required to follow all safety, health and security reporting procedures that are required by law and those published by the Company and/or its Company Airline Clients.

3. The Company will consider the recommendations of the Union Health and Safety Committee in matters affecting the safety and/or health of the Flight Attendants in the performance of their duties.

C. Hostile Area Operations

At the discretion of the Company Airline Clients, certain geographical area(s) outside the United States may be designated as areas of hostile operations. When such designations are made known to the Company, the Company will notify the Union President or designee as soon as possible.

D. Emergency Response/Aircraft Accident or Incident

1. Following notification to the Company of a possible aircraft incident or accident as defined by the National Safety Transportation Board ("NTSB") involving a Company Airline Client's aircraft with Company Flight Attendants on board, the Company will notify the Union President as soon as possible.
2. Flight Attendants involved in an aircraft incident or incident as defined by the NTSB will normally be relieved of all duty for the remainder of the trip or other assignment and will be returned to Base by the Company and will not suffer a loss in pay for the portion of the trip or assignment not completed.
3. Unless prohibited by law, after it is made known to the Company that a Flight Attendant has sustained a serious injury or been the victim of an assault during the performance of her/his duties or on an overnight at a crew hotel, the Company will notify the Flight Attendant's emergency contact on file with the Company and the Union President as soon as possible. The injured or assaulted Flight Attendant will normally be relieved of all duty for the remainder of the trip or other assignment and will be returned to Base and will not suffer a loss in pay for the portion of the trip or assignment not completed. If the affected Flight Attendant requests to remain on her/his trip or assignment, the Company may, at its discretion, honor that request.

4. Upon request by the Union, the Company will make a request of its Airline Client involved in an aircraft incident or accident (as defined by the NTSB) to allow a Company Flight Attendant to participate in the NTSB investigation. The cost of the Flight Attendant's participation will be borne by the Union.
5. The Company will accommodate a Flight Attendant's schedule when she/he has been required by the Company, its Airline Client, the NTSB, other governmental agency with jurisdiction to participate in an investigation to ensure the Flight Attendant does not suffer a loss in pay. Flight Attendants requiring such time off to participate in an investigation will provide the Company with as much advance notice as possible.

E. Flight Attendant Health

1. A Flight Attendant may be required to assist but not lift a non-ambulatory passenger.
2. The Company will assure that its Company Airline Clients provide Biohazard Grab-And-Go Kits as required by law. However, the lack of such kits on board a Company Airline Client's aircraft is not a valid reason for a Flight Attendant to refuse to fly.
3. In the event that a Flight Attendant, in the performance of her/his duties, is exposed to a communicable disease or bodily fluids, the Company will comply with all applicable laws and agencies in addressing the issue, which could include, but may not be limited to, testing for communicable diseases. The Flight Attendant will be required to utilize her/his health insurance benefits to cover the cost of such testing or treatment of a diagnosed communicable disease contracted in the course of her/his duties. If determined by FSI's insurers to be a work-place injury covered by Workers' Compensation, the Flight Attendant would be limited to benefits provided by the Company's Workers' Compensation provider.
4. For use onboard a Company Airline Client's aircraft, the Company will make available latex-free gloves at the Flight Attendants' Base and/ other location designated by the Company.

Section 12

HOURS OF SERVICE

A. Duty Period:

1. The Duty Period is the period between reporting for an assignment involving flight time and Release from that assignment.
2. Any Duty Period involving a live flight that begins with a Deadhead or ferry will be measured from the Report Time of the first Deadhead/ferry flight segment.
3. The start of a Duty Period will vary based on the Company Airline Client Report Time requirements. (See paragraph D below)

B. Duty Period Limitations

1. Duty period limitations will not exceed those permitted by the Federal Aviation Regulations governing Flight Attendants ("Flight Attendant FARs") as set forth in paragraph F below.
2. For purposes of computing FAA duty period limitations (but not for compensation), if a Flight Attendant's Duty Period or trip pairing ends in a ferry/Deadhead flight, or surface transportation, such ferry/Deadhead flight or surface transportation will not be considered part of the Duty Period. Duty Periods comprised solely of Deadhead and/or ferry flights are not subject to the FAA duty period limitations.
3. A Flight Attendant is not considered to be scheduled for duty in excess of FAA duty period limitations if the flights to which the Flight Attendant is assigned are scheduled and normally terminate within the limitations, but due to circumstances beyond the control of the Company and/or the Company Airline Client are not at the time of departure expected to reach their destination within the scheduled time.

C. Rest Periods

1. Rest Periods will comply with the Flight Attendant FARs as set forth in paragraph F below. A Rest Period is an off duty period between check-out and check-in, either at Base or away from Base, that is free of all restraint or duty and free of all responsibility for work or duty should the occasion arise.
2. Flight Attendants are not required to work during a Flight Attendant FAR Rest Period.

3. Within the parameters of the Flight Attendant FARs, a scheduled Rest Period may be adjusted by the Company and/or the Company Airline Client to address operational demands.

D. Report Times

1. Standard Report Times at a Flight Attendant's Base will be governed by individual Company Airline Client requirements and may vary from time to time.
2. Report Times away from a Flight Attendant's Base may vary based on operational needs.
3. The Company and/or a Company Airline Client may adjust Report Times.

E. Release Times

1. Live Flights: Release from assignment is thirty (30) minutes after block-in arrival.
2. Surface/Air Deadhead or Ferry Release from assignment is at scheduled block-in arrival for commercial air, actual block-in for Deadhead/ferry on Company Airline Client aircraft, and upon arrival for surface transportation. If the actual block-in arrival for a commercial air Deadhead is later than the scheduled arrival time, the Flight Attendant must immediately notify the Company Airline Client's scheduling department to have the Flight Attendant's Release time adjusted.
3. Release times for operators not conducting Part 121 operations may vary as governed by Company or Company Airline Client requirements.

F. Flight Attendant Duty Time and Rest Table for Part 121 Operations

Note: The following chart applies to Part 121 operations only. Flight attendant operations performed for operators not governed by Part 121 will be conducted pursuant to the applicable FARs.

1	A Flight Attendant will be relieved from all further duty for at least 24 consecutive hours during any 7 consecutive Calendar Days.
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2	Scheduled Duty Period*	00:00- 14:00	14:01- 16:00	16:01- 18:00	18:01- 20:00
3	Minimum Scheduled Rest Period (Hours)	10	12	12	12

REDUCED REST PERIOD PROVISIONS

4	Minimum Reduced Rest Period (Hours)	10	10	10	10
5	Maximum Scheduled Duty Period Following Reduced Rest (Hours)**	14	14	14	14
6	Subsequent Minimum Scheduled Rest (Hours)***				

*Actual duty may exceed these times in circumstances beyond the control of the Company and/or a Company Airline Client,

** If duty occurs during 24-hour period commencing after the beginning of the reduced Rest Period

***Must begin no later than 24 hours after beginning of the reduced rest period.

G. On Board Crew Rest

1. To the extent on board crew rest in passenger seats or other areas of the aircraft is authorized and offered by the Company Airline Client to Flight Attendants working a live flight, Flight Attendants will remain in uniform (minus scarf or tie) unless the designated crew rest area is isolated or out of passenger view (e.g., bunks). Flight Attendants will conduct themselves in a professional manner that does not disturb or interfere with passengers or other Flight Attendants in their duties. Specific Company and/or Company Airline Client rules, if any, governing approved activity during on board crew rest will be published to the Flight Attendants performing work for that Company Airline Client.
2. The Purser (or her/his designee) will coordinate the scheduling of available breaks.

F. Fatigue

If applicable, FSI will advise a Company Airline Client of the FAA's requirements with respect to Fatigue Risk Management programs for U.S. based Flight Attendants.

Section 13

FILLING OF VACANCIES/TEMPORARY DUTY/INITIAL NEW HIRE ASSIGNMENTS

- A. FSI is a service provider to airlines. Company Airline Clients may provide policies and procedures governing the filling of vacancies, Temporary Duty Assignments ("TDY") and/or initial new hire Base assignments, which will be published to FSI Flight Attendants covered under this Agreement. Company Airline Client policies and procedures governing the filling of vacancies, TDY assignments, and/or initial new hire Base assignments are not part of this Agreement, nor are violations of such policies and procedures subject to a grievance under Section 18 (Grievances) of this Agreement. In the absence of Company Airline Client policies and procedures, the provisions within this Section governing the filling of vacancies, TDY assignments, and/or initial new hire Base assignments will apply.
- B. Vacancies in a New or Established Bases
1. Pursers:
 - a. Existing Pursers: The selection of Pursers (if any) or the filling of available Purser (i.e., lead Flight Attendant) positions at a new or previously established Flight Attendant Base will be awarded based on Purser seniority (NOTE: Purser seniority begins to accrue when a Flight Attendant is released to service as a trained and qualified Purser; see also Section 16.D.).
 - b. New Pursers: The process to upgrade from Flight Attendant to Purser will be governed by FSI policy and/or the procedures required by FSI's Company Airline Clients.
 2. A vacancy is an unfilled Flight Attendant position established by the Company for a particular FSI Company Airline Client at a new or previously established Flight Attendant Base.
 3. Unless otherwise provided for in this Agreement, the Company will fill Base vacancies in Seniority order.
 4. Except as provided in Section 16 (Seniority), Flight Attendants flying in the service of one FSI Company Airline Client are not permitted to bid for available vacancies available at other FSI Company Airline Clients. At its discretion, FSI may waive this restriction in writing on a case-by-case basis.
 5. To be eligible to bid to fill a Flight Attendant vacancy, a Flight Attendant on a leave of absence must be authorized to return to work prior to the effective date of the Base transfer. The Company may waive this requirement in writing at its discretion on a case-by-case basis.

C. Establishment of New Bases:

1. The Company may serve the established domestic and/or international bases of its Company Airline Clients.
2. Vacancies at a new Base(s) will be posted electronically as much in advance of the proposed effective date as practical and indicate a bid closing time and date which, if practicable, will not be less than 7 (seven) Calendar Days after posting.

3. Domestic Bases:

- a. A domestic Base is any Base that the Company permanently utilizes in connection with the operations of its Company Airline Client within the contiguous United States, the District of Columbia, Hawaii, Alaska, and Puerto Rico.
- b. If there are no successful bidders or the number of successful bidders is not sufficient to staff a new domestic Base, the Company may employ new hires or Junior Assign existing Flight Attendants to fill such vacancies.

4. International Bases

- a. An international Base is any Base that the Company utilizes in connection with the operations of its Company Airline Clients outside the contiguous United States, the District of Columbia, Hawaii, Alaska, and Puerto Rico.
- b. If an insufficient number of Flight Attendants bid to staff a new international Base or are not qualified to bid to a new international Base, the Company will staff the Base with other qualified individuals of its sole choosing.

5. Co-Terminal

A Base may encompass more than one airport in a metroplex (e.g., Dallas-Fort Worth (DFW or DAL); Minneapolis-St. Paul) or metropolitan area (e.g., Houston (IAH or HOU); New York/New Jersey (LGA, JFK, and EWR) and, when utilized, the Company or its Airline Clients may refer to these multiple airports as co-terminals in the bid packages for these co-terminal airports.

D. Temporary Duty Assignments ("TDY")

1. Temporary Duty Assignments are not considered vacancies. TDYs are assignments and may be awarded through a variety of methods as established by FSI Company Airline Clients. For example, TDYs may be

awarded utilizing a selection process, bid for and awarded by Seniority, filled through requests for volunteers, Junior Assigned, or any other method established by an FSI Company Airline Client.

2. A TDY can occur at an existing Base or at a location where there is no Base.
3. A Flight Attendant who has been awarded or assigned a TDY, but is subsequently awarded a new permanent Base vacancy, must fulfill the TDY assignment prior to transferring to the newly awarded Base. The Company, at its discretion, may waive this restriction in writing on a case-by-case basis.
4. A Flight Attendant who has been awarded or assigned a TDY, but is subsequently furloughed out of her/his permanent Base, may be required by FSI to fulfill a TDY assignment prior to being placed on furlough status. This circumstance does not constitute a violation of this Agreement, including Section 20 (Furlough & Recall).

E. Initial New Hire Assignments

Initial new hire Base assignments for new and/or re-hired Flight Attendants will be made based on the operational needs of FSI or Company Airline Clients. No current FSI Flight Attendant will be displaced by a New Hire Flight Attendant.

F. Flight Attendant Base Closing/Reduction In Base

1. Flight Attendants will be provided as much notice as practical of a Base closure or reduction in Base.
2. Except as otherwise required by law, when a Base is closed, Section 20 (Furlough & Recall) will govern.

G. General

1. Except as provided in Section 16 (Seniority) for transfers from one Company Airline Client to another Company Airline Client, a Flight Attendant who transfers to a different permanent Base will retain her/his system Seniority at that new Base.
2. Moving expenses (if any) for authorized Base transfers will be governed in accordance with the applicable Company Airline Client's policy and procedures (if any exist).

Section 14

SCHEDULING

A. Scheduling & Bidding Guidelines

1. FSI is a service provider to its Company Airline Clients. Company Airline Clients will provide their flight attendant scheduling and bidding guidelines to FSI, which will be published to FSI Flight Attendants covered under this Agreement.
2. Publication of Company Airline Client scheduling and bidding guidelines may be via the internet, an internal portal or in any manner reasonably expected to provide FSI Flight Attendants timely notice.
3. Company Airline Client scheduling and bidding guidelines are not part of this Agreement, nor are violations of same subject to a grievance under Section 18 (Grievances) of this Agreement.
4. The Company will require its Company Airline Client(s) to comply with the Federal Aviation Regulations in the scheduling of its Flight Attendants as applicable. Allegations of non-compliance with the FARs on behalf of a Company Airline Client are also not subject to a grievance under Section 18 (Grievances) of this Agreement.
5. Any substantive change(s) in a Company Airline Client's scheduling and bidding guidelines, including a change to a new scheduling system, which will impact Flight Attendants will be communicated to FSI Flight Attendants and the Union Scheduling Committee ("USC") as soon as practicable.

B. Flight Schedule Bidding Process

1. In the event the Company Airline Client(s) offer a Seniority-based bid for trip scheduling process, the Company or its Airline Client will prepare and issue bid packages. For Company Airline Clients that offer a non-seniority based scheduling process, the Company or its Airline Client will publish Flight Attendant flight/duty schedules.
2. All published Assignments are for planning purposes only and are subject to change due to operational requirements.
3. If a Flight Attendant's Days Off must be moved following publishing of her/his schedule, the Flight Attendant will be notified as soon as possible of the schedule change.

4. A Flight Attendant's scheduled Days Off will be at the Flight Attendant's Base (temporary or permanent).
5. Days without duty which occur mid-assignment are not considered Days Off, and Flight Attendants are subject to assignment on such Days.
6. Flight Attendant work schedules will consist of duty and Days Off. Duty may consist of trips, reserve duty, a combination of trips and reserve duty, Deadhead, training (where applicable), or special assignments (e.g., Inflight-related projects, recruiting, etc.). Special assignments will be voluntary Assignments.
7. Seniority Bid-based Flight Schedules

The following will apply to Flight Attendants performing services for a Company Airline Client which offers a Seniority-based, bid-for-flight, schedule system.

- a. Flight Attendants will submit bids for flight Assignments in accordance with a Company Airline Client's scheduling and bidding guidelines.
- b. A Flight Attendant who does not bid or does not bid a sufficient number of choices may be assigned a schedule after all Flight Attendants who have bid sufficient choices are awarded a schedule.
- c. If the Company Airline Client utilizes Purser (i.e., lead Flight Attendants), only Purser may submit bids for Purser schedules. If a Purser fails to submit a bid for a Purser schedule, the Purser will be assigned a schedule.
- d. If a new hire Flight Attendant is qualified before the open of bids during the month she/he successfully completes OE, the new hire Flight Attendant will be eligible to initially submit a bid for the following month. A new-hire Flight Attendant who is not eligible to bid but who successfully completes OE after the close of bidding, may, at the Company's option, have a schedule constructed for her/him.
- e. Flight Attendants will be required to comply with a Company Airline Client's bid transition period procedures and scheduling and bidding guidelines.

8. Return From Leave For Flight Attendant Schedules That Are Bid
 - a. Medical/FMLA For Flight Attendant's Own Illness or Injury: Provided the Flight Attendant is qualified to perform flight attendant duties, a Flight Attendant on an authorized leave of absence related to her/his own illness or injury who has obtained a return to work certification from a medical doctor with a return date that will occur at least five (5) Calendar Days prior to the start of the bidding period, will be permitted to submit a schedule bid for the following month.
 - b. All Other Authorized Leaves of Absence: Provided the Flight Attendant is qualified to perform flight attendant duties, a Flight Attendant scheduled to return to work from an authorized leave of absence (not related to her/his own illness or injury) at least five (5) Calendar Days prior to the start of the bidding period, will be permitted to submit a schedule bid for the following month.
 9. VIP Flying, if any, will be subject to award and assignment pursuant to the Company Airline Clients' scheduling and bidding guidelines. The Company Airline Client(s) will determine which flights are VIP.

C. Training

1. The Company will notify the Flight Attendant of her/his window for annual recurrent training or other required ground-based training and will schedule recurrent training accordingly.
2. Schedule/Training Conflicts:
 - a. Flight Attendants scheduled for Recurrent Training are not permitted to bid to conflict with her/his previously scheduled Recurrent Training dates.
 - b. A Flight Attendant who is awarded/assigned a monthly line/schedule of work that includes a pattern(s) (i.e., trip or trips) that conflicts with her/his scheduled training may have the conflicting trip(s) dropped from her/his schedule to afford attendance at scheduled training. Required training may be scheduled on what otherwise would have been the Flight Attendant's Day(s) Off.
 - c. If a Flight Attendant's Recurrent Training results in the Flight Attendant being removed from a scheduled assignment, upon request by the Flight Attendant, the Company may, at its discretion, reschedule the Flight Attendant's Recurrent Training to

avoid disrupting the Flight Attendant's flight schedule.

3. Flight Attendants will be compensated for training in accordance with Section 4 (Compensation) or LOA #1 (Atlas LOA), whichever is applicable.

D. Uncovered Flying/Trip Trades

If a Company Airline Client allows Flight Attendants to pick-up uncovered flying or to trade trips with open time or to trade trips with other Flight Attendants, such transactions will comply with the FARS and this Agreement as applicable.

E. Involuntary Assignments: Reassignments, Extensions and Junior Assignments

1. Definitions:
 - a. Reassignment: A Flight Attendant may be reassigned from previously awarded flight duty or other assigned duty.
 - b. Extension: In addition to being subject to reassignment, a Flight Attendant's assigned flight duty or other assigned duty may be extended. Extensions will be assigned due to a Company Airline Client's operational needs.
 - c. Junior Assignment: A Junior Assignment is assigned flying or other duty performed on a Flight Attendant's scheduled Day(s) Off. A Flight Attendant may be Junior Assigned based on a Company Airline Client's operational needs. Junior Assignments will be assigned in reverse Seniority order of the Flight Attendants eligible to be Junior Assigned. A Flight Attendant cannot be Junior Assigned if they are on an authorized leave of absence or on vacation. Prior to Junior Assigning a Flight Attendant, if time permits, volunteers will be contacted to perform the flight or other assigned duty.
2. Limitation on involuntary Assignments on a Day Off: A Flight Attendant may be reassigned, extended or Junior Assigned up to four (4) Days into her/his scheduled Day(s) Off during any bid month. In the event of a force majeure (e.g., act of nature, act of God, government action, etc.), involuntary Assignments may exceed the four-Day limitation.
3. A Flight Attendant who is reassigned, extended or Junior Assigned to work on a scheduled Day(s) Off will be compensated in accordance with Section 4 (Compensation).

F. Voluntary Assignments

1. Flight Attendants may volunteer availability for additional Assignments.

2. Flight Attendants who volunteer their availability for additional Assignments may remove her/himself from that volunteer availability for additional Assignments prior to being assigned to work a flight. Refusal to work an additional assignment for which a Flight Attendant has volunteered after it has been awarded will be treated as a trip refusal.

G. Deadheading

1. Deadheading may occur on a flight operated by a Company Airline Client, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground Deadhead.
2. Deadheading will be considered duty time for purposes of pay-only (and not for FAA duty period limitation purposes). Transportation to/from the airport to a local hotel is not considered part of the Duty Period for any purpose.
3. Flight Attendants must adhere to Company or Company Airline Client appearance requirements (if any) while deadheading.
4. Baggage Fees:
 - a. If a Flight Attendant is not permitted to carry-on one of the two required bags (i.e., tote and roll aboard), and is forced by an air carrier for any one flight to check one of the required bags for reasons beyond her/his control, the Flight Attendant will be reimbursed up to the carrier's published rate for one checked bag. A Flight Attendant will not be reimbursed for additional baggage fees and/or fees due to overweight bags.
 - b. If a Flight Attendant is entitled to reimbursement of luggage check fees under this Section, the Flight Attendant will be required to produce a valid receipt when requesting reimbursement. Reimbursements for luggage check fees not submitted within forty-five (45) Calendar Days of the date the expense was incurred may be denied.
5. Frequent Flyer Numbers ("FFN")
 - a. Flight Attendants may provide the Company their frequent flyer numbers issued by various commercial carriers to provide to the Company Airline Client(s) for purposes of facilitating the booking of commercial Deadhead flights. Flight Attendants, instead, may be required to set up her/his own profile utilizing their FFN for purposes of facilitating the booking of commercial flights.

- b. Nothing in this paragraph G.5. (FFN) obligates an FSI Company Airline Client to utilize an FSI Flight Attendant's FFN in the booking of commercial Deadhead flights.
 - c. It is the sole responsibility of the Flight Attendant to ensure her/his FFN account is credited properly.
- 6. FSI, on a one-time basis to each Company Airline Client, will make a request that, when booking Deadhead flights on commercial carriers, the Airline Client's attempt to secure seat assignments in an aisle or window seat where there is no additional cost to the Company Airline Client. FSI and the TWU understand that the Company Airline Client has no obligation to attempt to or to grant FSI's request.

H. Miscellaneous

- 1. Notification of Schedule Changes: Flight Attendants will primarily be required to "self-notify" for schedule changes (including extensions) via the internet and are therefore responsible for timely learning of changes by periodically accessing schedule changes on-line. In addition, in some instances Flight Attendants may also be notified of scheduling changes by a designated Company Airline Client or FSI representative.
- 2. A Flight Attendant is required to call the Company Airline Client's scheduling department directly as soon as possible upon becoming aware of any circumstance that may affect her/his availability and/or fitness for duty.
- 3. Recorded Communications: Telephone communications between Flight Attendants and a Company Airline Client's crew scheduling department may be recorded. Upon written request from the Union to the Company to provide a particular recording for purposes of administering this Agreement, the Company will contact its Company Airline Client in an attempt to obtain such recording. If the requested recordings(s) are not provided to the Union, the Company will not use the recording(s) as a basis for issuing discipline or upholding discipline.
- 4. Union Scheduling Committee ("USC")
 - a. The Company will recognize the USC. The Union shall provide the Company with written notification of the identity of the USC Chairperson and members and shall update the Company whenever there is a change of membership on the Committee. The Chairperson of the USC shall act as the point person for communications between the Union and the Company regarding scheduling-related issues. The Company will consider input from

the USC on matters related to scheduling of Flight Attendants. Upon mutual agreement, the USC and the Company may hold periodic telephonic meetings to discuss scheduling-related issues.

- b. The Company will provide the USC notice of substantive changes in a Company Airline Client's flight attendant scheduling and bidding guidelines.

I. Scheduled Days Off

- 1. Full-time Flight Attendants servicing a Company Airline Client that utilizes traditional one month (30/31) and/or two-month Bid Period shall be scheduled minimum Days Off in her/his Base location (temporary or permanent) as follows:
 - a. In a single month Bid Period 11 (eleven) scheduled Days Off.
 - b. In a two-month Bid Period, 22 (twenty-two) scheduled Days Off.
 - c. January, February, and March will normally be treated as 30-Day Bid Periods.
 - d. Minimum Days Off Chart:

Minimum Days Off during any Bid Period in which there is a leave of absence or scheduled vacation will be awarded based on the chart below.

Days Available	Minimum Days off in 11-Day Off Month
1-3	1
4-6	2
7-9	3
10-11	4
12-14	5
15-17	6
18-20	7
21-23	8
24-25	9
26-27	10
28-29	11
30-31	11

2. Except as otherwise provided in this Agreement (e.g. training, involuntary Assignments/extensions/Junior Assignments), a Flight Attendant on a scheduled Day Off will not be required to perform Company-related duty.
3. For Company Airline Clients that do not utilize a traditional 30/31 or 60-Day scheduling period, Days Off will be governed in accordance with the Company Airline Client's scheduling and bidding guidelines.
4. A Flight Attendant will be assigned a twenty-four (24) hour Rest in every 7-Day period as required by the FARs. This Rest is not required to take place in the Flight Attendant's Base location (temporary or permanent).
5. The scheduled minimum Days Off for Flight Attendants working a special assignment not involving flight duty (e.g., office work on a more traditional work schedule) will be determined by FSI.

SECTION 15

RESERVE

A. Reserve Assignments

1. Reserve duty shall be performed at a location designated by the Company.
2. The following types of reserve duty may be assigned:
 - a. Residence Reserve at Base (R1);
 - b. Hotel Reserve (R2);
 - c. Hot Standby Reserve (R3) may occur at an Airport, FBO or any other designated location). Flight Attendants assigned to Hot Standby Reserve must report in full uniform.
3. Reserve duty previously assigned may be changed (e.g., Residence Reserve can be changed to Hotel, Hot Airport/FBO or Other Location; Hotel could be changed to Hot Airport/FBO or Other Location; and Hot Airport/FBO can be changed to Hotel or Other Location, etc.) in accordance with Section 14 (Scheduling).
4. Flight Attendants who are not in the designated reserve duty location may be considered as out of position and subject to discipline in accordance with the Company's attendance policy.
5. Flight Attendants on reserve assignment pursuant to paragraph 2.a. and b. above (Residence and Hotel) must be able to check-in for a flight within two (2) hours of call-out.

B. Contacts and Flight Attendant Response

1. Flight Attendants on reserve status must be able to be contacted by telephone or cellular phone at all times.
2. All Flight Attendants must have one primary and may have one secondary contact telephone or cellular number on file with the Company and the applicable Company Airline Client(s).
 - a. A Flight Attendant on reserve status will be notified of her/his assignment via her/his primary contact number and her/his secondary contact number (if the Flight Attendant has a secondary contact number on file). Flight Attendants must have voicemail capability on at least one of their provided contact numbers. When

contacted by the Company or a Company Airline Client, a voice message will be left for the Flight Attendant. Flight Attendants contacted by the Company or the Company Airline Client to perform an assignment while on reserve status must return the call within fifteen (15) minutes of the original call. If a Flight Attendant fails to return the call within the fifteen (15) minute window, she/he will be considered unavailable for duty and may be subject to discipline in accordance with the Company's attendance policy. Report Times will be based on the time of the original call to the Flight Attendant.

- b. If the Flight Attendant is on an assignment and cannot be reached directly, the Company and/or the Company Airline Client may also call her/him at the hotel or through a Purser. Unless in the air at the time of notification, a Flight Attendant's failure to contact the Company or the Company Airline Client (as applicable) within fifteen (15) minutes of receipt of the notice by the hotel or from a Purser may result in discipline in accordance with the Company's attendance policy. If in the air at time of notification, the Flight Attendant must contact the Company Airline Client upon landing and immediately after all passengers have deplaned. The Flight Attendant will be provided a specified Report Time at the time she/he contacts the Company and/or the Company Airline Client (as applicable) after receipt of notice in the foregoing manner.
3. Prior to the start of a Reserve Period, the Company or Company Airline Client may assign a trip via electronic means to a Reserve Flight Attendant's schedule to occur during an upcoming Reserve Period. The Flight Attendant will be responsible for verifying her/his schedule prior to the start of the Reserve Period.

C. Compensation and Scheduling

1. Compensation of Flight Attendants who perform reserve duty will be pursuant to the following:
 - a. Eligible Flight Attendants flying in the service of Atlas Air, Inc. will be compensated in accordance with LOA# 1.
 - b. For all other Flight Attendants, compensation will be offered in accordance with the applicable FSI and/or its Company Airline Client's policies and procedures.
2. Scheduling of Flight Attendants on reserve status and scheduled Days Off will be pursuant to the following:

- a. Flight Attendants flying in the service of Atlas Air, Inc. will be scheduled (as applicable) in accordance with Section 14 (Scheduling) and LOA# 1.
- b. All other Flight Attendants will be scheduled (as applicable) in accordance with Section 14 (Scheduling) and all applicable FSI and/or Company Airline Client's policies and procedures.

D. Reserve Report

To the extent a Reserve Report (showing Reserve Flight Attendants in Seniority order and their Days available) is provided to the Company by the Company Airline Client(s) in the usual course of business, such report will be made available to the Flight Attendants.

E. Miscellaneous

The following applies to all Flight Attendants and all Flight Attendant schedules (Reserve, Lineholder, and/or Composite (if any)):

- 1. A Flight Attendant shall not be required to keep the Company or the Company Airline Client(s) advised of her/his whereabouts during an off duty period that occurs as part of a trip assignment (i.e., while on a layover) or while on her/his scheduled Days Off.
- 2. A Flight Attendant will be considered non-contactable during her/his scheduled or re-scheduled 24/7 required Rest Period.

Section 16

SENIORITY

A. Flight Attendant System Seniority List

A Flight Attendant System Seniority List ("Seniority List") will be maintained for each Company Airline Client for which FSI provides Flight Attendants.

1. A Flight Attendant's Seniority date will be the day she/he begins initial flight attendant training for a Company Airline Client. A Flight Attendant's Seniority date for one airline client is not transferable to another Company Airline Client.
2. New hire Flight Attendants and Flight Attendants who transfer from one Company Airline Client to another Company Airline Client ("Transfer Flight Attendant") in the flight attendant position will be placed on the applicable Seniority List following successful completion of the requisites to work flight Assignments for that Company Airline Client.
3. A new hire's position on the Seniority List within an initial training class will be determined by the last four digits of her/his social security number, lowest to highest (e.g., 1254 is senior to 3875).
4. If a Flight Attendant in an initial training class is a current Company employee transferring from outside the flight attendant craft or class, that individual will be senior to all new hire Flight Attendant trainees within her/his class. Likewise, a Transfer Flight Attendant will be senior to Company employees transferring from outside the Flight Attendant craft or class and all new hire Flight Attendant candidates in that individual's class.
5. A revised Seniority List will be posted monthly in a manner reasonably accessible to all active Flight Attendants via a method determined by the Company.
6. Given the confidential nature of a Seniority List, Flight Attendants and Union representatives may not, directly or indirectly, without prior written approval from Company management, distribute in whole or in part the Seniority List to any individual or entity that does not have a compelling need to know the information.
7. Protest period: A Flight Attendant may file a written protest with Company management if a revised Seniority List has unreasonably or unjustly adversely affected her/his Seniority. This protest must be filed within thirty (30) Calendar Days of the posting of a revised Seniority List. This

paragraph also applies to Purzers with respect to the separately-kept Purser Seniority List.

8. In addition to maintaining a Seniority List by Company Airline Client, the Company will also maintain an FSI Master Seniority List ("Master Seniority List") of all FSI Flight Attendant employees to be made available to the Union no more than once per quarter upon request and reasonable notice to the Company.

B. Forfeit of Seniority

A Flight Attendant will be removed from all FSI Flight Attendant Seniority Lists in the following circumstances:

1. A Flight Attendant resigns or is terminated from employment;
2. A Flight Attendant fails to timely return to active duty from an authorized leave of absence according to the time limitations in accordance with Section 8 (Leaves of Absence);
3. Except as otherwise provided in this Agreement, a Flight Attendant is on the furlough list for a period in excess of eighteen (18) months; and
4. Upon the expiration of a twelve-month period after transfer to a Company management position or to a non-management position with a Company Airline Client that is outside the Flight Attendant craft or class as set forth in this Section.

C. Flight Attendant Probation

1. All New Hire and Transfer Flight Attendants shall be on probation for a period of nine (9) months of active service starting on the first day of initial Flight Attendant training.

Probationary periods will be extended for any periods of furlough, suspension or authorized leaves of absence.

2. The Company shall have the right to discharge, discipline, or furlough any probationary Flight Attendant without cause and without recourse by the Union or the terminated Flight Attendant.

D. Purser Seniority and Probation

1. As long as a Company Airline Client utilizes the Purser position, a Purser Seniority List will be maintained for that Company Airline Client only for the purpose of bidding monthly duty schedules.

2. Newly-appointed Pursers will be placed on the Purser Seniority List following successful completion of Purser upgrade training.
3. A newly-appointed Purser will be placed on the Purser Seniority List based on her/his relative position on the Seniority List for that Company Airline Client.
4. Pursers shall be on probation for the first six (6) months of active service as a Purser, which may be extended for any periods of furlough, suspension or authorized leaves of absence.
5. The Purser Seniority List will be posted monthly in a manner reasonably accessible to all active Flight Attendants via a method determined by the Company.
6. Nothing in this Section will affect the Company's sole and exclusive right to appoint and remove Pursers from the Purser position.

E. Transfer to Management, Non-Management & Special Assignment

1. A Flight Attendant on the Seniority List who transfers to a Company management position or to a non-management position with an Airline Client that is outside the Flight Attendant craft or class will retain and accrue Seniority for a period of twelve (12) months following her/his transfer date. If that management employee is not scheduled to return to the Flight Attendant craft or class prior to the expiration of the twelve (12) month period, she/he will be removed from the Seniority List.
2. A Flight Attendant on a full-time special assignment for the Company or one of its Company Airline Clients will continue to retain and accrue Seniority for a period of two (2) years, but thereafter will retain but not accrue Seniority while on a full-time special assignment. A full-time special assignment will not exceed three (3) years in duration unless mutually agreed to by the Company and the Union.

F. Seniority For Bidding Purposes Only:

1. Seniority as set forth in this Section will govern awards of bidlines and certain benefits subject to a bid (e.g., monthly bidlines and vacation). Seniority will not govern discretionary decisions by the Company or one of its Airline Clients which decisions may include, but are not limited to, the selection of Pursers, VIP flying not offered or subject to a bid process.
2. As provided in Section 14 (Scheduling), due to the ad hoc and unpredictable nature of Company client operations, it will not constitute a violation of this Section if a Flight Attendant's previously-awarded (in

Seniority order) flight Assignments during the bid process vary from the actual trips assigned or worked.

Section 17

UNIFORMS

A. New Hire Flight Attendants: Initial Uniforms, Luggage and Shoe Allowance

1. The Company will use reasonable efforts to negotiate with its Company Airline Clients to provide that those clients bear the cost of the initial uniforms (including a shoe allowance) and required luggage for the uniforms to be worn and luggage to be used in the service of that client.
2. If the cost of these items is not paid for by the applicable Company Airline Client, it shall be deducted over a twelve-month period from the Flight Attendant's paycheck, unless such deduction is prohibited by law. If such costs cannot be deducted from a Flight Attendant's paycheck, she/he will be responsible to provide direct payment to FSI with such payments spread over a 12-month period.
3. The initial uniform and uniform accessories will be determined by the Company.

B. Uniform Account

1. During initial training, the Company will establish an account (the "Uniform Account") for each Flight Attendant.
2. On the first Business Day of January of each calendar year, each Flight Attendant shall have his/her Uniform Account credited with an annual allowance to be used solely for replacement and/or supplemental uniform pieces for her/him. The Company will request that its Company Airline Clients bear the cost of a higher annual uniform allowance. If the Company Airline Client agrees, the Company will notify the affected Flight Attendant group and the Union. At a minimum, the annual allowance (unless prorated in accordance with B.3. directly below) will be as follows:
 - a. For Flight Attendants flying in the service of Atlas Air, see LOA # 1.
 - b. For all other Flight Attendants \$125.00 per year.
3. Any Flight Attendant who has been inactive for six (6) or more months following the date the most recent uniform allowance was credited to his/her Uniform Account, shall have his/her uniform allowance prorated accordingly.
4. The Company-provided credit for each Flight Attendant's Uniform Account will be capped at \$350.

5. All monies deposited in the Uniform Accounts or otherwise provided by or on behalf of the Company for uniforms or accessories must be used solely for that purpose.

C. Alterations For New Uniform Pieces

1. The Company will make a reasonable effort to have the uniform vendor include, at no cost to its Flight Attendants, basic alterations such as sleeve and hem length adjustments for new-uniform purchases only.
 2. If the uniform vendor will not agree to include alterations at no additional charge, the cost of sleeve and hem length adjustments will be at the expense of FSI. Such sleeve and hem length adjustments paid for by FSI will be limited to three (3) pieces within a calendar year and must be done by an FSI-approved vendor. However, all other alterations not provided by uniform vendors as included in the cost of the uniforms will be at the expense of the Flight Attendant.
 3. If a Company Airline Client elects to switch to a new uniform, the Company shall reimburse Flight Attendants for the reasonable cost of altering those new uniforms if the alterations are not provided at no additional cost by the uniform vendor.
- D. Flight Attendants may, but are not required to, purchase additional Company-approved uniforms and/or accessories from the official uniform vendor.
- E. All costs associated with the purchase of additional, optional or replacement uniform pieces and/or accessories will be deducted from the Flight Attendant's Uniform Account. If such purchases exceed the amount credited to the Uniform Account, the excess cost will be paid for by the Flight Attendant.
- F. If a Company customer requires Flight Attendants to wear an alternate uniform, the Company will provide this alternate uniform at no cost to Flight Attendants.
- G. If a Flight Attendant is medically-proven to be allergic to the materials in the required uniform, the Company will attempt to provide one that does not cause an allergic reaction. If the Company is unable to provide an alternate uniform, the Flight Attendant may purchase a uniform comparable in style and color to the required uniform and, upon submitting a valid proof of purchase, be reimbursed an amount up to the cost of an initial uniform.

H. Maternity Uniforms

1. If available, the Company will loan Flight Attendants two (2) maternity uniforms which must be returned in wearable condition, cleaned and

pressed, within thirty (30) Calendar Days after the earlier of the Flight Attendant's maternity leave or the birth of her child.

2. If the Company does not have maternity uniforms to loan, the Flight Attendant may purchase her own maternity clothes provided that those maternity clothes are comparable in style and color to the required uniform, and the Flight Attendant receives prior approval in writing by the Company. FSI will reimburse the cost of the alternate maternity uniform up to the amount of credit in the Flight Attendant's uniform bank (if any), and her uniform bank will be adjusted accordingly. The cost must be supported by receipts which the Flight Attendant must provide to the Company.

I. Uniform Change

1. In the event the Company requires its Flight Attendants to switch from the current to a new required uniform, the Company shall pay the total (100%) purchase price of the new uniforms for all Flight Attendants.
2. In the event a complete new uniform is required, the Company will apprise the Union prior to such a change and discuss the best manner to implement this change.
3. In the event the Company decides to add an additional required uniform item, the cost of that item will initially be paid for by the Company. For example, if the Company decides Flight Attendants must wear a specific belt, that belt will be initially purchased by the Company. Subsequent purchases of additional or replacement required items will be at the expense of the Flight Attendant and the cost of such will be deducted from his/her Uniform Account.

J. Luggage Damaged, Lost or Stolen Luggage While on Duty

1. If, through no fault of that Flight Attendant, a Flight Attendant's Company-issued luggage becomes damaged while the Flight Attendant is on duty, it will be repaired or replaced by the Company at no cost. To be replaced, Company-issued luggage damaged while on duty must be returned to the Company (unless that luggage was stolen while the Flight Attendant was on duty.)
2. A Flight Attendant must timely file a written report with the applicable commercial air carrier for luggage damaged, lost or stolen while on a Deadhead/commercial flight.
3. Any uniform item or Company-issued luggage lost or stolen while on duty shall be replaced or repaired by the Company at no cost to the Flight Attendant, subject to the Company's review of the circumstances, to

include, without limitation, the filing by the Flight Attendant of a claim with the commercial carrier (using the carrier's form and protocol) and that carrier's acceptance or denial of the Flight Attendant's claim.

K. General

1. Flight Attendants must strictly comply with all Company uniform and appearance guidelines.
2. The Company may require a Flight Attendant to replace or discontinue wearing a uniform item(s) that does not appear to fit or is in an unacceptable condition. The cost of such replacement will be the responsibility of the Flight Attendant.
3. Any Flight Attendant whose employment has been voluntarily or involuntarily terminated must immediately return all Company-issued property, including items paid for using monies credited to the Flight Attendant's Uniform Account. Flight attendants who fail to comply with this section will have the prorated cost of such items deducted from their final paycheck, unless such deduction is prohibited by law.
4. If a law requires that the Company pay all or part of the cost of the required uniform, a Uniform Account will not be provided to those Flight Attendants covered under such law or the amount of the credit provided in the Uniform Account will be prorated accordingly.

Section 18

GRIEVANCES

A. Flight Attendant and Union Eligibility For Grievance Filing

1. Any Flight Attendant, or group of Flight Attendants, covered by this Agreement who has a grievance arising out of the interpretation, or application of any of the provisions of this Agreement, or who believes she/he has been disciplined or discharged without just cause, which grievance has not been settled or resolved following the discussion required in paragraph 2 directly below, shall use the grievance procedures set forth in this Section.
2. Filing of the grievance for other than a discipline or discharge should occur only after the Flight Attendant has first met with and discussed the issue with her/his immediate supervisor from FSI management.
3. A Flight Attendant who has completed her/his probationary period will not be discharged or disciplined without just cause.

B. Time Limits

1. Except in the case of job abandonment, a Flight Attendant shall not be disciplined or discharged without being afforded a fact-finding meeting. In the case of positive drug/alcohol tests, the Company has the discretion to forego a fact-finding meeting, unless requested by the Flight Attendant in writing within forty-eight hours (48) notice of a verified positive. Notice of disciplinary action involving suspension or termination will be provided in writing and will be sent electronically via Company email.
2. Documented verbal discussions are not considered "discipline" and may not be grieved under this Section.
3. Grievances must be filed as follows:
 - a. In cases involving discipline or discharge, grievances must be filed within fourteen (14) Calendar Days of the date upon which the Flight Attendant receives written notice of the discipline or discharge.
 - b. In cases other than discipline or discharge, grievances must be filed within thirty (30) Calendar Days of the time the Flight Attendant(s) became aware or should have become aware of the factual circumstances giving rise to the grievance.

- c. All grievances must reasonably detail the facts upon which the grievance is based, the specific Agreement provisions the Flight Attendant or Union believes were violated by the Company, and the specific relief sought.

C. Hearings and Appeals

- 1. Unless waived by the Flight Attendant or the Union, a first step hearing will be scheduled by the Company and held no later than thirty (30) Calendar Days following receipt of the grievance. The aggrieved Flight Attendant(s) will be given at least seventy-two (72) hours' notice of the time, location and date for such hearing. The Company may schedule multiple grievances to be heard on one day. The Company has the discretion to hold telephonic hearings.
- 2. Within fourteen (14) Calendar Days following completion of the first step hearing, the Company will issue its decision in writing. The decision of the Company may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal within fourteen (14) Calendar Days from the date of the Company's transmittal of its decision to the Union.

D. Notices and Decisions

- 1. All notices of disciplinary action or discharge and Company decisions sent pursuant to this Section will be in writing and sent electronically to the Flight Attendant, the Local Union President, and the Grievance Chairperson.
- 2. The grievance must be filed in writing with the President of the Company or her/his designee at FSIGrievances@FlightServicesIntl.com.
- 3. Grievances and appeals must be filed according to the procedures and timelines set forth in this Section. Failure to adhere to the procedures for filing grievances and appeals as set forth in this Section will result in the grievance being considered withdrawn with prejudice by the Flight Attendant and/or the Union.

E. Representation

- 1. A Flight Attendant is entitled to have a Union representative present (either in person or telephonically) during any fact-finding meeting with the Company that could lead to discipline or discharge of the Flight Attendant and at any step in the grievance procedure. Union representatives are not permitted to interfere with the Company's investigation during the fact-finding meeting.

2. The Company will provide at least forty-eight (48) hours' notice in order for the Flight Attendant to obtain representation for the purposes set forth in paragraph 1 directly above. This notice provision will not apply in cases involving an aircraft accident or incident, failure of a drug or alcohol test, or any other circumstance where time is of the essence. This notice provision does not apply to any other types of Company meetings with a Flight Attendant.
3. Except for Flight Attendant candidates in initial training, in any meeting that involves the discipline or discharge of a Probationary Flight Attendant, a Union Representative may, at the request of the probationary Flight Attendant, be present either in person or telephonically, to act as a non-participating observer.

F. Settlement Process

1. At least three (3) times in a calendar year, meetings between a designated representative(s) of the Company, and a designated representative(s) of the Union will be scheduled to review cases, which are pending appeal to the System Board of Adjustment. The purpose of these meetings will be to attempt resolution of pending cases prior to scheduling a System Board hearing. Upon mutual agreement of the Company and the Union, the parties may request and secure the presence of a representative of the National Mediation Board at these meetings.
2. Nothing in the above paragraph will prevent the Company and Union representatives from conferring at any step of the grievance procedure in an effort to seek a solution.

G. Company Filed Grievances

The Company has the right to file a grievance over any dispute arising under or related to this Agreement. Company grievances shall be presented to the Local Union President, who shall issue a written decision within fourteen (14) Calendar Days of the date the grievance was sent electronically to the Union. If the Union's decision is not satisfactory to the Company, the Company may appeal the decision to the System Board of Adjustment within thirty (30) Calendar Days after the Company's receipt of the Union's decision. If the Union fails to issue a decision within this fourteen (14) Calendar Day period, the Company may consider the grievance rejected and automatically appealed to the System Board.

H. General Provisions

1. If any decision made by the Company is not appealed by the Flight Attendant through the Union within the time limits and according to the

procedures set forth herein, the decision of the Company will become final and binding.

2. Absent agreement, if the Company fails to provide a written decision or hold a required hearing within the time limits specified, the Flight Attendant and the Union may consider the grievance rejected and automatically appealed to the next level.
3. Time limits in this Section may be changed by written agreement between the Union and the Company.
4. "Day" or "Days" used herein shall mean Calendar Day(s).
5. All Flight Attendants, including those on probation, shall have access to the grievance procedure, except that a probationary Flight Attendant may not appeal a disciplinary or discharge action. Flight attendant candidates in initial training shall not have access to the grievance procedure for any purpose.
6. The Company may hold a Flight Attendant out of service with pay pending investigation. The Flight Attendant will be paid only BMG for the period held out of service pending the results of the Company's investigation. The Company may hold a Flight Attendant out of service without pay pending investigation in the following circumstances: job abandonment/walking off the job, failure to respond to a Company directive, positive drug/alcohol test, violence/threats, destruction of property, theft/fraud, arrests by law enforcement, working/training for a competing company as a flight attendant, disqualification to hold a badge/SIDA or perform flight attendant duties by federal agency (FAA, TSA, etc.). Flight Attendants may also be taken off pay status during a pending Company investigation if the Flight Attendant fails to cooperate during the investigation.
7. For purposes of this Agreement, all letters of discipline and documents referencing or relating to performance and/or conduct (including supporting documentation), will be null and void after eighteen (18) months of active status following the date of issuance or creation. This provision would not preclude the Company from utilizing expired written discipline for impeachment purposes during a hearing before the System Board of Adjustment or during any contested action independent of this Agreement.
8. If a Flight Attendant is pulled from a Trip or Reserve Assignment to attend a mandatory – meeting as directed by FSI management, the Flight Attendant's BMG will not be reduced.

SECTION 19

System Board of Adjustment

A. Establishment

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising under the terms of this Agreement and which are properly submitted to it. Such board will be known as the FSI Flight Attendant's System Board of Adjustment hereafter referred to as the "Board." After a grievance is fully processed under the terms of this Agreement, either party may submit the grievance to the System Board of Adjustment as follows:

1. The party submitting the grievance to the Board must do so within the timelines set forth in Section 18 (Grievances).
2. The Board shall convene within ninety (90) Calendar Days following selection of the neutral arbitrator if the arbitrator proffers dates with the prescribed time period. If the arbitrator is not available within ninety (90) Calendar Day period, the hearing shall convene as soon as possible thereafter. In the event the arbitrator is not available within six (6) months of selection, another arbitrator will be chosen, unless the parties mutually agree otherwise.

B. Board Composition

The Board will be comprised of three (3) members, one employee selected by the Union (the "Union Representative"), one employee selected by the Company (the "Company Representative"), and a neutral arbitrator. If the parties agree, the neutral arbitrator may sit and decide a dispute without the assistance of the Company and Union-appointed Board members.

C. Board Appointments

Each party will advise the other, in writing, of the name of its Board member prior to convening the Board for an arbitration hearing held pursuant to this Section.

D. Neutral Arbitrator Panel Selection

Upon ratification of this Agreement, the parties will select a panel of ten (10) arbitrators, five (5) to be nominated by each party. Arbitrators selected for the panel must have prior airline arbitration experience and be members of the National Academy of Arbitrators. The panel shall serve for the duration of the Agreement; however, an arbitrator may be removed from the panel by a unilateral decision of either of the parties to this Agreement provided, however, that the party requesting removal must do so before a matter is assigned to the arbitrator whose removal is sought. Should any

member be removed or be unable to serve for the remainder of the length of the Agreement, the party who originally nominated the arbitrator will appoint a replacement whose credentials comport with this Section. The parties may agree on the selection of a neutral arbitrator; absent agreement, the alternate strike method will be used to select a neutral arbitrator for each hearing. The neutral Board member will preside at the Board hearings as the Chairperson.

E. Jurisdiction

1. The Board shall have jurisdiction over any grievance between any Flight Attendant covered by this Agreement, or the Union and the Company, growing out of disputes or out of the interpretation of any of the terms of this Agreement, which constitutes a "minor dispute" under the Railway Labor Act; provided, however, that the jurisdiction of the Board shall not exceed, modify or expand the scope of the Agreement nor extend to changes in hours of employment, rates of compensation, working conditions or any other provision of the Agreement.
2. The Board may only consider any grievance properly submitted to it by the Union or the Company when such grievance has not been previously settled by the Company and the Union.
3. The Board will not have jurisdiction over any dispute which has not been submitted in compliance with the applicable provisions of Section 18 (Grievance) and this Section.
4. The Board will have no jurisdiction to hear any dispute involving the discharge of a probationary Flight Attendant.
5. The Board, as comprised with the neutral member sitting as the Chairman of the Board, will meet with the purpose of hearing and deciding the case to be determined.
6. The Board will render its decision in writing as promptly as possible. A majority vote of two (2) Board members, or the neutral when she/he sits alone, will be sufficient to make a decision which will be final and binding and conclusive on the Company and the Union.
7. The System Board shall not have jurisdiction to award consequential, incidental or punitive damages.

F. Expenses – Neutral/Witnesses

1. Unless otherwise provided in this Agreement, the expenses and reasonable compensation of the neutral arbitrator will be borne equally by the parties.

2. Each of the parties will assume the compensation, travel and expenses of the Board members selected by it and the witnesses called by it including, but not limited to, lost wages.
3. When it is mutually agreed to use a court reporter at the Board hearing, all expenses related to the court reporter will be borne equally by the parties. If it is not mutually agreed and one party orders the use of a court reporter, the other party may be provided a copy of the transcript upon its request, provided that all expenses related to the court reporter are then shared equally by the parties.

G. Submissions

All submissions of disputes referred to the Board will be addressed to the Board with (1) copy each to the Company and the Union and one (1) copy for each Board member, including the neutral third member, if appointed. Each submission will show the following:

1. Question or questions at issue, including specific Agreement provisions allegedly violated.
2. Statement of facts.
3. Position of the party filing the grievance.
4. The understood position of the other party; and
5. Specific relief sought.

H. Representation

1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses must testify under oath in person or by mutual agreement telephonically before the Board.
2. The Board may, by majority vote, or at the request of either the Union or Company Representative thereon, summon any witness employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company or its customer.
3. No later than seven (7) Calendar Days prior to the date a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange witness lists and all documents they intend to enter as exhibits in support of their respective positions.

Representatives of either party will not be restricted from entering documents or disclosing witnesses that become known subsequent to the seven (7) Calendar Day exchange, provided timely notice is given to the opposing party. Exhibits can be admitted for good cause as determined by the neutral arbitrator.

4. Each party is responsible for ensuring the presence of their own hearing witness(s); telephonic testimony will be permitted by mutual agreement of the parties.
5. If the Union fails to notify the Company in a timely manner to allow for the appearance of a Flight Attendant witness or necessary Union Representative, and the Flight Attendant's flight schedule conflicts with the hearing date, the Flight Attendant's flight assignment will not be interrupted or modified to accommodate the Union's request.
6. The number of witnesses summoned at any one time will not be greater than the number which can be spared from the Company's and/or its customers' operation without interference with the service of the Company.
7. Either party is free to submit written briefs following the hearing before the arbitrator unless the parties mutually agree on the record (as applicable) to submit oral closings on the record.

I. Freedom To Discharge Duty

1. Each and every Board member will be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union, or fellow employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
2. Each and every witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.

J. General

1. The System Board of Adjustment shall be held in Harris County, Texas at a neutral location. The Union and the Company may mutually-agree to convene the Board in any other city or location.
2. It is agreed that the procedures outlined in Section 18 (Grievances) and this Section apply only to alleged grievances and disputes arising or

accruing out of incidents and/or events that occurred following the effective date of this Agreement.

Section 20

Furlough and Recall

A. Furlough

1. Voluntary Furlough

- a. The Company may offer Voluntary Furlough Leaves when a reduction in force is necessary. A Voluntary Furlough Leave, when offered, will be done in Seniority order among all Flight Attendants flying in the service of the Company Airline Client affected by the furlough.
- b. Except as provided in paragraphs A.1. c. through e. below, the terms/conditions and notice of any Voluntary Furlough Leave will be at the Company's sole discretion.
- c. A Flight Attendant on Voluntary Furlough Leave will retain and accrue Seniority and Longevity.
- d. Recall from Voluntary Furlough Leaves will be governed under paragraph B. (Recall from Furlough) below.
- e. A Flight Attendant on Voluntary Furlough Leave will retain her/his unused vacation until she/he returns from Voluntary Furlough Leave.

2. Involuntary Furlough

- a. If Voluntary Furlough Leaves are offered and do not achieve a sufficient reduction in force, Flight Attendants will be involuntarily furloughed in inverse order using the Seniority List for the Company Airline Client affected by the furlough.
 - b. Notice of furlough will be given at least fourteen (14) Calendar Days in advance, except in cases of strikes, Force Majeure, a national emergency, acts of terrorism which affect the Company's or its respective Company Airline Client's operations, or other causes beyond the control of the Company.
 - c. A Flight Attendant will retain her/his unused vacation until she/he returns from furlough.
3. While on furlough, Flight Attendants will retain and accrue Seniority on the Seniority List used for the affected Company Airline Client's operation. Flight Attendants involuntarily furloughed will retain, but not accrue,

Longevity for pay and benefit purposes associated with the affected Company Airline Client while on furlough.

4. Except as otherwise provided in this Agreement, time spent on furlough will not count towards completion of probation.
5. The Company may conduct training classes for newly-hired Flight Attendants while Flight Attendants are on furlough, but such newly-hired Flight Attendants will not be assigned to flight duty in the service of the Company Airline Client affected by the furlough prior to the recall of furloughed Flight Attendants in the service of that Company Airline Client.
6. Flight Attendants, while on furlough, are permitted to work for a competitor, except if such Flight Attendants are awarded open positions with another Company Airline Client.
7. If a Flight Attendant's furlough period begins prior to returning to Base from a trip, the Flight Attendant will be returned to her/his Base upon completion of that trip.

B. Recall from Furlough

1. Flight Attendants will retain recall rights eighteen (18) months from the date they were furloughed.
2. To retain recall rights, Flight Attendants who are furloughed must maintain a current mailing and e-mail address with the Company as well as telephone/cell numbers.
3. After receipt of a recall notice, a Flight Attendant will have seven (7) Calendar Days to notify the Company of her/his intent to accept recall or resign. Should a Flight Attendant fail to respond to a recall notice within this time period, she/he shall be deemed to have resigned her/his employment, will be removed from the all Seniority Lists, and will forfeit any further employment rights.
4. Unless otherwise extended in writing by the Company, a recalled Flight Attendant must report to duty no later than fourteen (14) Calendar Days after receipt of the recall notice.
5. In the month during which a Flight Attendant is recalled, her/his BMG will be prorated for the portion of the month during which she/he flies in revenue service or is in training.
6. Upon recall, a probationary Flight Attendant shall be required to complete any unexpired portion of her/his probationary period.

7. Upon recall, Flight Attendants shall be required to complete training and any required background checks (e.g., drug testing, CHRC, etc.) as required by the Company and applicable regulations.
8. Flight Attendants will be recalled in Seniority order, starting first with involuntarily furloughed Flight Attendants, and if additional Flight Attendants are needed, the Company will then recall Flight Attendants on Voluntary Furlough Leave
9. The Company, at its sole discretion, may offer the option to bypass recall. If offered, bypass from furlough will be granted in order of Seniority first to Flight Attendants on involuntary furlough and then if bypass is still available, to Flight Attendants on Voluntary Furlough Leave.

C. Benefits on Furlough and Following Recall

Benefits (medical, vision, etc.) while on furlough and reinstatement of benefits upon return to work following a recall will be governed by the terms of the Company's benefit plans applicable to all Flight Attendants flying in the service of the Company Airline Client affected by the furlough.

D. Furloughed Flight Attendants Working For Other FSI Company Airline Client ("Transfer Flight Attendants")

A Flight Attendant furloughed from flying in the service of one Company Airline Client may apply for a position, for which she/he is qualified, with another Company Airline Client. If the furloughed Flight Attendant is accepted to fly in the service of another Company Airline Client, the provisions of this Section will apply except as otherwise provided in this Section and as follows:

1. If a probationary Flight Attendant is furloughed from one Company Airline Client and accepts an offer of employment to work for another Company Airline Client, time spent working for the second Company Airline Client will count towards the required probationary period with FSI.
2. Furloughed Flight Attendants who accept a position with another Company Airline Client and successfully complete training for that Company Airline Client will be placed at the bottom of that Company Airline Client's Seniority List (if one exists).
3. Furloughed Flight Attendants who accept a Flight Attendant positon with another Company Airline Client will be subject to the terms and conditions applicable to her/his new position.
4. A Flight Attendant will be eligible for recall to the Company Airline Client affected by the furlough. However, the timeline for when the Flight

Attendant will return to her/his original position with the Company Airline Client affected by the furlough will be at the Company's discretion and will be based on the operational needs of both Company Airline Clients.

5. A Flight Attendant employed by FSI working for another Company Airline Client or other customer who declines recall to her/his prior Company Flight Attendant position will have her/his name removed from the Seniority List for the Company Airline Client affected by the furlough.
6. Except as otherwise explicitly provided in this Agreement, should a furloughed Flight Attendant accept a position with another Company Airline Client or customer that is outside the Flight Attendant craft or class, that position is not subject to this Agreement.

E. Notifications

All notices under this Section, whether issued by the Company or a Flight Attendant, must be in writing and must be transmitted by one of the following methods: via e-mail or courier delivery service (no signature required) (e.g., UPS, FedEx, USPS express service, etc.) Receipt will be presumed on the date the e-mail was sent, and for courier delivery service, receipt is presumed on the date of delivery to the address on file for the Flight Attendant.

Section 21

GENERAL AND MISCELLANEOUS

- A. It is expressly understood and agreed that, when this Agreement is signed by the authorized FSI and Union representatives and ratified by the FSI Flight Attendants, it will supersede any and all existing or previously executed agreements between the Company and the Union or any Flight Attendant with respect to rates of pay, rules or working conditions.
- B. A Flight Attendant who, at the Company's request, appears to testify in connection with any occurrence arising out of the Flight Attendant's service with the Company will be paid any compensation (including per diem) the Flight Attendant would have earned for any trips missed as a result of her/his appearance to testify, and if applicable, such credit will count toward her/his monthly guarantee. A Flight Attendant who has reached guarantee will receive full credit for any trips missed.
- C. COPE Contributions: The Company shall provide a means for voluntary payroll deductions for Flight Attendant political contributions to the Union Political Action Committee. This plan is known as COPE. Forms necessary for the administration of this plan will be provided by the Union and distributed by the Union to the Flight Attendants. Subject to applicable law, COPE payroll deductions will be withheld from each paycheck as outlined by the Flight Attendant in her/his enrollment form and remitted to the Union monthly. COPE payroll deductions for a Flight Attendant returning from a leave of absence or furlough will automatically be reactivated.

Section 22

GENERAL UNION INFORMATION

- A. An electronic copy of this Agreement will be made available to the Flight Attendants within a reasonable amount of time after ratification of the Agreement.
- B. Amendments to this Agreement may be made by letter(s) of agreement signed by the authorized Union and Company representatives. An electronic copy of all signed letters of agreement affecting all Flight Attendants will be made available to all Flight Attendants for addition to this Agreement.
- C. Provided FSI has control over the premises and space is available, one bulletin board will be installed at each Flight Attendant Base location for use by the Union for posting valid, official Union notices.
 - 1. The parties will confer on the location(s) of the bulletin board(s), however, if they cannot come to an agreement, the Company will ultimately determine the location of the bulletin board.
 - 2. The Union is solely responsible for providing the bulletin board at each Flight Attendant Base location which meets appropriate size specifications and for the cost of its installation and removal, as well as the repair of any damage its use may cause to the premises.
 - 3. Posted notices shall not contain anything of a defamatory or personal nature attacking the Company, any of its Flight Attendants, representatives, or any of its clients or vendors.
- D. The Company will provide the Union upon hiring, the names of Flight Attendants who may become eligible for Union membership. The Company will notify all Flight Attendants who may be eligible for Union membership, to request that they contact the Union (using contact information provided by the Union) to provide their personal contact information so that the Union may establish direct communications, using their personal (not FSI business) contact information for those Flight Attendants.
- E. The Union may establish committees to address terms and conditions of employment relevant to the FSI Flight Attendant position. The Union committees are free to provide input to FSI on matters impacting the terms and conditions of employment relevant to the FSI Flight Attendants. Likewise, FSI, at its discretion is free to solicit input from the Union committees. Nothing in this Agreement would prevent the Company from establishing committees or focus groups to address issues in the workplace, however, the Company will not recognize committees not sanctioned by the Union that are organized by individual Flight Attendants to address issues pertaining to compensation, benefits and terms and conditions of employment.

- F. Upon the Union's written request, but no more frequently than every thirty (30) Calendar Days, the Company will provide, via email, the Union Local President with a list of all Flight Attendants on authorized leaves of thirty (30) Calendar Days or more. This list will include, if applicable, Flight Attendants who have transferred to non-flying or supervisory duties. For Flight Attendants on a leave of absence, this list shall include names, dates leaves began and expected dates of return, if known. All list(s) sent pursuant to this paragraph must be kept confidential by the Union and may not be shared with the Flight Attendant group at large or with any person or entity who does not have a need to know the information contained in the list(s).
- G. The parties acknowledge that they have explicitly agreed that certain issues are not subject to the grievance procedure, including, but not limited to, scheduling/bidding guidelines, non-compliance with the FARs by Company Airline Clients, etc. If, however, the Union receives information related to a possible violation of provisions within the Scheduling and/or Hours of Service sections of this Agreement that are subject to the grievance process, the Union Local President may request, in writing, from the Company Flight Attendant bidding and/or scheduling information not otherwise readily available to the Union and/or the Flight Attendant(s) involved, but within FSI's direct and sole control.
1. As a pre-requisite to its release, in requesting such information, the Union Local President must specify the reasonable basis for the request and how the information may be used to administer the provisions of this Agreement.
 2. Such information may be confidential, and the Union Local President may be required to sign a non-disclosure agreement before this information will be released by the Company.
 3. Requests for information related to issues not grievable by the Union, including, but not limited to, those governed by Company policy and/or individual Company Airline Client requirements, as specified in Sections 14 (Scheduling) and 12 (Hours of Service), will be denied.
- H. From time-to-time, FSI may solicit input from the Union and/or Union committees on issues related to current or new technology that will impact the FSI Flight Attendants.
- I. Upon written request by a Flight Attendant to the FSI Human Resources Department, FSI will provide (or postmark) a copy of her/his personnel file within seven (7) Business Days, excluding holidays, from the date the request was received. The personnel file may be provided by any one of the following methods: email, hard-copy for the Flight Attendant to pick-up, USPS mail or overnight delivery. All methods of delivery must be trackable. When determining

the proper method to transmitting a copy of a Flight Attendant's personnel file, the Company will consider the Flight Attendant's requested method.

Section 23

UNION BUSINESS

A. Time Off For Short Term Union Business ("UB")

1. Upon written request by the Union to FSI's President or her/his designee, FSI will Release from duty up to two (2) previously-designated Flight Attendant Union Representatives (hereafter "Union Representatives") at any one time, during any one monthly Bid Period for the purpose of performing Short Term Union Business ("UB").
2. The written request to FSI for UB must include the names of the previously-designated Union Representatives (up to two) and the anticipated duration of the time away from duty for UB (which should include the specific dates the Union Representative(s) will be away from duty) during a specified Bid Period.
3. FSI may not agree to accommodate UB requests due to a deficient or untimely request by the Union or due to operational necessity. This would include, but is not limited to, the refusal or cancellation of a UB request if it would result in a cancellation or delay of a Company Airline Client's flight(s) or otherwise disrupt a Company Airline Client's operations.
4. FSI will not grant, nor is it obligated to respond to requests for UB seeking Release from duty for Flight Attendants who are downline or on a flight assignment.
5. Subject to the foregoing, the Union may request that additional Union Representatives be granted UB during a monthly Bid Period which FSI may grant, subject to operational needs. Such approval will not be unreasonably withheld.
6. The Union shall provide as much advance written notice as possible for UB. In addition, if known or if should have reasonably been known to the Union, UB requests must be submitted in advance of the close of the applicable flight schedule Bid Period, e.g. requests for June UB must be submitted in May prior to the close of the flight schedule Bid Period for June. Each Union Representative seeking UB will submit a bid with off days falling on the requested UB days. Union Representatives who request UB are prohibited from bidding-to-conflict on days they have requested to take UB. If the Union Representative cannot hold a line with the requested UB days off, the Company will allow the Union Representative to take the requested UB days (provided the operation allows) and be paid for such days provided the

Union reimburses the Company for all Flight Pay Loss as provided in paragraph C. (Flight Pay Loss and Administration of Benefits) below.

7. UB may not be requested nor is FSI obligated to respond to UB requests which occur on holidays or days surrounding holidays (e.g., December 24, 25, and 26; July 3, 4 and 5, etc.) unless agreed in writing to by FSI before a UB request is submitted. The restriction on UB requests to occur on holidays or days surrounding holidays may be waived by the Company if the TWU (at the time of the request for UB) provides evidence that such leave is due to an emergency.
8. UB shall not be requested or taken for any purpose other than to conduct business directly related to the Union.
9. Time off for UB for the reasons set forth below is not subject to the restrictions in this subsection (A) (Short Term Union Business); however, the notice requirements in subsection (A) will still apply:
 - a. Two (2) prior designated Flight Attendant negotiating committee members who are participating in collective bargaining negotiations with FSI for an amended collective bargaining agreement.
 - b. A Flight Attendant (on the Seniority List for the Company Airline Client for which grievant(s) provide flight attendant services) who is serving as a Board member on the System Board of Adjustment for an arbitration.
 - c. Flight Attendant Union Representatives who attend joint Union-Company management meetings at the written request of FSI.
10. The Union will use its best efforts not to make UB leave requests that would negatively impact a FSI Company Airline Client's staffing needs.

B. Time Off For Long Term Union Business

1. "Long Term Union Business" is anticipated to be no less than one (1) year in duration.
2. Upon request from the Local or International President, time off for Long Term Union Business will be granted for no more than two (2) eligible Flight Attendants who have accepted a full-time duly elected or appointed position with the Local Union or International Union. "Eligible" as defined in this B.2. is a FSI Flight Attendant who is in

active status at the time of the election or appointment.

3. The Union will notify FSI in writing at least sixty (60) Calendar Days before the projected commencement of Long Term Union Business. A Flight Attendant on Long Term Union Business will contact the Company in writing no later than seven (7) Calendar Days prior to the expiration of the Long Term Union Business in order to coordinate her/his return to duty.
4. A current and qualified Flight Attendant on Long Term Union Business who had sufficient time to submit a schedule bid for the period in which she/he wishes to return to duty, but failed to do so, may be held out of service without pay or benefits until the start of the following Bid Period or may be assigned reserve duty or a flight schedule. If such Flight Attendant was not able (due to circumstances outside her/his control) to submit a bid for the period in which she/he wished to return to duty, she/he will either be placed on reserve duty or may be assigned a flight schedule.
5. If training or requalification is required, a Flight Attendant's return to active duty will be determined by the Flight Attendant's successful completion of the first available class date to requalify her/him. A Flight Attendant returning from Long Term Union Business will not return to pay status with FSI until she/he has successfully completed any required training and requalification.
6. A Flight Attendant returning to active duty from Long Term Union Business will return to work at her/his former Base; provided, that it still exists, and her/his Seniority allows her/him to hold Seniority at that Base. Unless otherwise required by law, a Flight Attendant on Long Term Union Business will not be permitted to return to FSI on a leave of absence status, and will only be permitted to return from Long Term Union Business in an active working status.

C. Flight Pay Loss and Administration of Benefits

1. A Flight Attendant on UB (Short Term) will:
 - a. Accrue Seniority and Longevity;
 - b. Accrue sick leave; and
 - c. Continue to receive all other benefits covered by this Agreement for which the Flight Attendant is eligible, on the same basis as other active Flight Attendants, including, but

not limited to, continued participation in (unless waived by the Flight Attendant on UB), as applicable, the FSI retirement plan and group insurance and other health and welfare plans provided she/he continues to timely pay her/his portion of the associated costs if applicable.

2. A Flight Attendant on an authorized Long Term Union Business will:
 - a. Retain and continue to accrue Seniority;
 - b. Retain and accrue Longevity for up to five (5) years, thereafter she/he will retain, but will no longer accrue Longevity; and
 - c. Be permitted to continue to participate in the Company's group healthcare/disability and life insurance plan benefits and 401(k) plans offered to the Flight Attendant for the Company Airline Client for which she/he has been performing flight attendant services, but will not accrue sick leave or vacation nor be eligible to participate in or afforded any other benefits during Long Term Union Business.
3. Flight Pay Loss For UB (Short Term)
 - a. The Union will reimburse FSI for all direct costs and any Flight Pay Loss ("FPL") attributed to a UB leave plus a 28% (twenty-eight percent) administrative fee/burden. The FPL reimbursement to FSI will be paid at the Flight Attendant's currently hourly rate of pay for:
 - i. The credit of the scheduled trip(s) or duty dropped;
 - ii. Up to three (3) Days of reserve duty on the Flight Attendant's schedule that occur directly before and immediately following a UB; and
 - iii. The Flight Attendant's full BMG if her/his award of UB will not allow her/him to fly during any one Bid Period.
4. Flight Pay Loss For Long Term Union Business
 - a. A Flight Attendant on Long Term Union Business will not be entitled to bid for a schedule, and will be paid the equivalent of BMG (or monthly salary as applicable) for each Bid Period (or calendar month as applicable) on Long Term Union Business.
 - b. The Union will reimburse FSI for all compensation and benefits for which a Flight Attendant on Long Term Union Business is

provided by the Company, including, but not limited to, the BMG, the employer's portion of any group healthcare/disability and life insurance plan benefits, and any 401(k) match. For any Flight Attendant on Long Term Union Business who is collecting benefits under worker's compensation ("WC"), the Union will reimburse FSI the greater of the WC benefits or the Flight Attendant's BMG (or monthly salary as applicable).

5. Invoicing and Reimbursement of Flight Pay Loss

- a. FSI will send an invoice to the Union no later than sixty (60) Calendar Days following the Bid Period during which the FPL was incurred, which will include the following information: the employee's name; the dates of UB (including any charged "lost" reserve Days); the credit value of the scheduled trips or duty dropped and any "lost" reserve Days (or credit value of BMG (or monthly salary as applicable) for any Flight Attendant on Long Term Union Business); the Union Representative's then-current hourly pay rate (at the time UB was taken); the administrative/burden fee; and the individualized and aggregate dollar amount to be reimbursed to FSI. FSI's failure to timely send an invoice does not relieve the Union of its obligation to reimburse FSI for FPL or any other authorized payment obligation.
- b. The Union will reimburse FSI in full within forty-five (45) Calendar Days after receipt of FSI's invoice. Failure to pay within the 45-Calendar Day period will result in a 15% interest charge (charged monthly) on any late invoice. Interest will begin to accrue on the 46th Calendar Day if the invoice remains unpaid. In addition, UB requests may be denied (or Long Term Union Business will be revoked) if the Union is delinquent in the full payment of FSI's request for FPL (which action does not relieve the Union of its obligation to reimburse FPL.)

D. Designated Flight Attendant Representatives

1. By the 5th day of each calendar quarter (January 1, April 1, July 1, and October 1), the Union will provide written notification to the President of FSI or her/his designee the names of all Flight Attendants who are also Union Representatives either chosen by TWU or elected by the Membership.
2. "Union Representatives" under this Section must also be qualified FSI Flight Attendants who are currently employed by FSI and on active

status. To be considered on active status under this Section, the Flight Attendant must have been qualified and available to fly during each Bid Period. The requirement of this subsection D.2. does not apply to FSI Union Representatives currently on Long Term Union Business.

- E. Email Communications: For purposes of notices and communication under this Section, the Union must utilize the "received" and "read" options to ensure delivery/receipt.

Section 24

UNION SECURITY

- A Any FSI Flight Attendant who, on the effective date of this Agreement, is eligible to become a member of the Union, will do so except as provided otherwise in paragraph C of this Section. For the purpose of this Section, a Flight Attendant will be considered a member of the Union if she/he tenders the initiation fees and periodic membership dues established by the Union and as required as a condition of membership.
- B Except as provided in paragraph C of this Section, all new Company Flight Attendants hired to perform passenger cabin service (i.e., traditional flight attendant duties) on or after the effective date of this Agreement, will apply for membership in the Union within sixty (60) Calendar Days after date of employment with the Company, and will thereafter, so long as they remain a FSI Flight Attendant flying in the flight attendant craft of class, maintain membership in the Union as provided for in paragraph A of this Section unless otherwise provided by applicable law.
- C In lieu of applying for membership as provided above, Flight Attendants may elect to pay the Union a monthly contribution for the administration of the Agreement and the representation of such Flight Attendant ("Service Charge"). The Service Charge will be calculated in a manner consistent with the Union's "Agency Fee formula" not to exceed the amount of the monthly dues paid by members of the Union as required under this Section.
- D If a Flight Attendant, who is a member of the Union, or who pays the Service Charge, becomes delinquent in the payment of her/his initiation fee or membership dues/Service Charge, such Flight Attendant will be notified by the Union via registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee or membership dues/Service Charges as specified herein and is subject to discharge from her/his Flight Attendant position with the Company. Such letter will also notify the Flight Attendant that she/he must remit the required payment within a period of fifteen (15) Calendar Days or be administratively discharged by FSI for just cause from her/his Flight Attendant position.
- E If, upon the expiration of the fifteen (15) Calendar Days, the Flight Attendant still remains delinquent, the Union will so certify in writing (which includes, but is not limited to, email) to the Company, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be administratively discharged from her/his Flight Attendant position. The Company will then take proper steps to discharge such Flight Attendant from her/his Flight Attendant position. Such discharge will be deemed to be for just cause.

F. Any determination under the terms of this Section will be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee or membership dues/Service Charges, and not because of denial or termination of membership in the Union upon any other grounds.

G. Grievance Procedure

1. Except as provided in sub-paragraph G.2. below, grievances to dispute discharge pursuant to this Section, will be filed and handled in accordance with Sections 18 (Grievance) and 19 (System Board).
2. For all grievances filed to dispute the Company's discharge of a Flight Attendant pursuant to this Section, expenses and compensation of the neutral arbitrator, hearing location expenses, the cost of a court reporter, reasonable legal fees and all other costs and expenses related to the Company's representation at the hearing will be borne solely and promptly reimbursed by the Union.
3. The TWU agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by any reason of any action taken or not taken by the Company for the purposes of this paragraph G. The Company agrees that in the event it is named as a defendant or charged party in any such action or otherwise forced to become involved in any such action, the Company shall promptly notify the Union. Provided it does not adversely affect the Company, the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate, and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Company decides to retain its own counsel, it shall do so at its own cost, and not at the cost of the Union.

H. Dues Check Off

During the term of this Agreement, the Company will deduct from the pay of each applicable Flight Attendant and remit to the Union monthly membership dues/Service Charges uniformly levied in accordance with the Constitution and By-Laws of the Union, provided such Flight Attendant voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which will be furnished to the Company by the Union. The Company will not be required to deduct monthly membership dues/Service Charges from any Flight Attendant's pay unless the Company has received a valid executed Check-Off Form and has not received a notice of revocation thereof as provided in the Check-Off Form. If the Company is unable to deduct the dues/Service Charges amount from a Flight Attendant's pay for any reasons (e.g., insufficient pay or Flight Attendant has failed to execute the check-off form), the Flight Attendant is solely responsible for remitting payment to the Union without any recourse by the Union against the Company.

The substance of the Check-Off form will be as follows:

**UNION DUES/SERVICE CHARGE ASSIGNMENT AND AUTHORIZATION
CHECK-OFF**

TO: FLIGHT SERVICES INTERNATIONAL, LLC (FSI)

As provided in, and subject to, the terms of the Agreement between Flight Services International, LLC (FSI) and the Transport Workers Union of America, AFL- CIO, I hereby authorize the Company, as a benefit and service to me, to deduct monthly from my earnings my Union dues or Service Charge, as applicable, for that month in the amount established and levied in accordance with the Constitution and By-Laws of the Union and to pay such amount monthly to the Union as designated by the Union.

So long as I am employed by the Company as a Flight Attendant, I agree this authorization will be effective from the date set forth below and will continue for a period of one (1) year and will continue in full force and effect from year to year unless I give the Company and the Union a written notice of revocation within the fifteen (15) Calendar Day period prior to the anniversary date of this Agreement and, as provided by law, and if not so revoked by me, this Authorization will continue to be irrevocable except as noted above during subsequent periods of revocation.

This Authorization will automatically be terminated if, at any time, the Union ceases to be my recognized bargaining representative.

Amount _____

Date _____

Employee Signature _____

Identification No. _____

- I. Check-Off Forms will be submitted through the TWU's Secretary/Treasurer who will forward the original signed copy to FSI's designated representative. A properly executed Check-Off Form will become effective no later than two (2) weeks after it is received by FSI's designated representative. Improperly executed or otherwise invalid forms do not require any action by FSI.

Section 25

NON-DISCRIMINATION

In accordance with the established policy of the Company and the Union and applicable law, there will be no unlawful discrimination by the Company or the Union against any Flight Attendant because of sex, sexual orientation, gender identity, color, race, creed, age, national origin, religion, pregnancy, handicap, disability, legal immigration status, union activity, veteran status or any other characteristic protected under applicable federal or state law.

Section 26

SAVINGS CLAUSE

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect.

Section 27

INTERNMENT, HOSTAGE, PRISONER OF WAR

- A. Any Flight Attendant who, in the direct performance of duties for the Company, through no fault of his/her own, becomes illegally interned (e.g., jailed, confined, etc.), is held as a prisoner of war, hijacked or held hostage (hereafter collectively, "illegally interned") will be subject to the terms of this Section.
- B. The Flight Attendant will continue to accrue Seniority, Longevity, sick leave credit and vacation grant until she/he returns to active employment with the Company or as otherwise provided in this Section. If a Flight Attendant subject to this Section cannot be confirmed as alive or deceased, all benefits, set forth in this paragraph B, will continue until death/survivor benefits, if either are available to the Flight Attendant, are paid or until a eighteen-month period (from the time the Flight Attendant became illegally interned), has passed, whichever occurs first.
- C. A Flight Attendant will receive compensation to the extent (and under the terms and conditions) provided for and paid in accordance with insurance policies maintained by the Company, from time to time; provided, that nothing herein will obligate the Company to maintain such insurance if not otherwise required by its customer(s) or applicable law.
- D. Medical benefits previously elected by the Flight Attendant (including those extended to the Flight Attendant's lawful dependents), are subject to continuation based on the terms of the Company's medical benefit plans. Employee contributions will be subject to direct payment or deduction, as applicable.
- E. If the death of a Flight Attendant is established or, if there are sufficient indicia of death, all benefits, set forth in paragraph B through D above, will cease and death/survivor benefits, if either is available to the Flight Attendant, will be paid upon receipt from FSI's insurer.
- F. This Section does not apply in situations where the Flight Attendant, pursuant to sovereign law (such as Canada's Immigration and Refugee Protection Act), is interned/held/retained or otherwise missing.

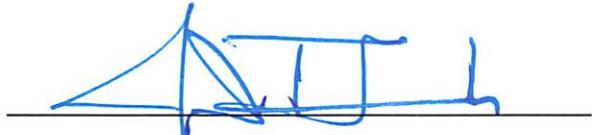
Section 28

EFFECTIVE DATE AND DURATION

This Agreement will become effective April 14, 2021 and will continue in full force and effect through April 14, 2026 (five years), and thereafter until either party serves a notice of intended change in accordance with Section 6, Title I of the Railway Labor Act, as amended. It is expressly and mutually agreed that in no event may such proposals for intended change be submitted or served by either party at any time prior to 365 Calendar Days before the amendable date.

IN WITNESS WHEREOF, the parties have signed this Agreement this 14th day of April, 2021.

**FOR FLIGHT SERVICES
INTERNATIONAL, LLC**

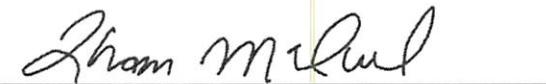


Joni D. Ffrench, President

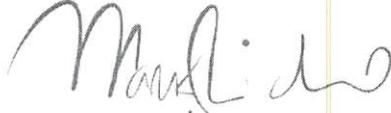
**FOR TRANSPORT WORKERS UNION,
AFL-CIO**



Gary Peterson, TWU Air Division
Director



Thom McDaniel, TWU International
Vice President



Mark Richard, Esquire

LETTER OF AGREEMENT # 1
FLYING FOR ATLAS AIR

This Letter of Agreement ("LOA") is made and entered into in accordance with the provision of Title II of the Railway Labor Act, as amended, by and between Flight Services International (hereinafter referred to as the "Company" or "FSI") and the Flight Attendants in the service of the Company, as represented by the Transport Workers Union (hereinafter referred to as the "Union" or "TWU").

Except as explicitly stated otherwise, Flight Attendants performing service as part of the contract between Atlas Air, Inc. and the Company are subject to the terms of the Basic Agreement. In addition, all Flight Attendants, performing service as part of the Atlas/FSI contract are governed by the terms of this LOA:

1. Section 17 Uniforms

Paragraph B. Uniform Account (B.2.a.) of the Basic Agreement: The minimum annual uniform allowance will be \$350 (subject to proration as set forth in B.3. of the Basic Agreement).

2. Section 9 Vacation

A. Paragraph B. Vacation Grant (B.2.a.) of the Basic Agreement

VACATION GRANT

1. Start of calendar year following DOH through completion of four (4) full calendar YOS = 7 days (i.e., 1 block)
2. Beginning in the fifth (5th) full YOS through completion of nine (9) full calendar YOS = 14 days (i.e., 2 blocks)
3. Beginning in the tenth (10th) full YOS + = 21 days (i.e., 3 blocks)

Example: FA hired on 6/1/19. For calendar years 2020 – 2023 (4 full complete YOS) = 7 days of vacation. Starting in 2024 (in the 5th full YOS), the FA will be eligible to receive a grant of 14 vacation days each calendar year. Starting in 2029 (in the 10th full YOS), the FA will be eligible to receive a grant of 21 vacation days each calendar year. This example assumes the Flight Attendant's vacation grant was not subject to proration.

B. Paragraph D. Vacation Pay and Usage (D.1.) of the Basic Agreement

Vacation will be credited at the rate of 3.34 hours/day toward a Flight Attendant's Bid Month Guarantee. Vacation will be credited at the Flight Attendant's current hourly rate of pay in effect at the time the vacation is taken.

C. Paragraph E. Vacation Bids & Awards (E.1.) of the Basic Agreement

1. The Company will make available sufficient vacation blocks for each eligible Flight Attendant to utilize her/his full vacation grant.
2. Each vacation block will consist of a seven (7) consecutive day period.
3. To increase their chance of being awarded a preferred vacation block, Flight Attendants are encouraged to bid for multiple vacation blocks, rank ordered by preference.
4. Awarded vacation blocks will begin on a Sunday and end on the following Saturday.
5. Vacation will be awarded no later than five (5) days prior to the duty bids closing in November of the year prior to the year the vacation is to be taken.
6. Vacation blocks will be awarded in Seniority order.
7. Vacation bid awards will be posted electronically or emailed.
8. For purposes of swapping vacation blocks with another FSI Flight Attendant servicing the Atlas contract, remaining (unawarded) vacation blocks after the bid award is posted or emailed will be available on a first-come/first-served basis, subject to the Company's and Atlas' operational needs. Authorized vacation swaps will be processed prior to the monthly duty bid process for the month in which the vacation swap will occur.

D. Vacation Payout

With the advance approval of the Company, Flight Attendants may opt to have vacation paid out rather than being required to take an awarded or assigned vacation. Flight Attendants must make the request for a buyout in writing to the Company no later than thirty (30) Calendar Days prior to the start of the Bid Period in which the vacation is scheduled. Payout will be at the Flight Attendant's pay rate effective at the time of her/his scheduled vacation. Vacation buyout will be paid to the Flight Attendant on the pay check falling on or about

the 15th of the month following the month in which the vacation was scheduled. Vacation buyout will only be paid for a vacation(s) which was scheduled to be taken prior to the Flight Attendant's separation from FSI.

3. Section 5 Benefits

Flight Attendants will be offered the following benefits, which will be governed pursuant to the individual plan documents:

A. Medical/Dental/Vision Coverage

1. Employee portion per paycheck for plan year 2019 - 2020 for each benefit (i.e., medical, dental and vision) (see attached at Appendix B).
2. The total in employee portions as set forth in Appendix B will not increase more than 25% each plan year following the ratification of the parties' collective bargaining agreement ("CBA") through the amendable date of the CBA. Thereafter, until an amendable agreement is reached, the total in employee portions as set forth in Appendix B will not increase more than 25% during each subsequent plan year, and may continue to increase each plan year unless the parties finalize an amended agreement amending the language of this paragraph.

- B. Short-term Disability (STD): Flight Attendant responsible for cost.
- C. Long-term Disability (LTD): Flight Attendant responsible for cost.
- D. FSI 401(k) Plan: Employer Match: FSI to pay 50% up to the first 10% of employee contribution.

Example: If employee contributes \$10,000.00 (ten thousand) to FSI 401(k) Plan, FSI's employer match would be \$500.

- E. Basic Life Insurance: \$25,000.00 at FSI's cost.
- F. Critical Care (e.g., AFLAC): Flight Attendant responsible for cost.

4. Section 10 Sick Absences (and Sick Bank)

A. Paragraph A. (Accrual) (A.1.a.)

1. Flight Attendants will accrue sick days at a rate of one (1) day of sick for each month of active service.

2. A Flight Attendant must be on active status for a minimum of fifteen (15) days during a month in order to accrue one (1) sick day.
 3. The maximum amount of sick days a Flight Attendant may accrue is thirty (30).
 4. A Flight Attendant will retain, but not accrue sick days, while on an authorized or unauthorized leave of absence or on furlough, unless otherwise required by law.
- B. Paragraph C (Usage of Sick Days)
1. Flight Attendants are prohibited from using sick days for any purpose other than for the Flight Attendant's own illness or injury or the illness or injury of the Flight Attendant's minor dependent child.
 2. Sick calls at the beginning of a trip or when a Flight Attendant has been called to work a trip while on Residence Reserve at Base (R1) status or an involuntary assignment will each be charged at a minimum of three (3) sick days. If the Flight Attendant, prior to the end of the three-day period notifies FSI management and/or the Company Airline Client's crew scheduling department that she/he is able to perform flight duty, and the Company or its Company Airline Client assigns her/him for any duty during day two and/or three, then the Flight Attendant will only be charged with the actual days out sick.
- C. Paragraph D. Return to Work & Verification of Sick Absence
- A Flight Attendant returning to duty after a sick absence(s) who has had trips dropped from her/his schedule will normally be placed on reserve status until her/his next scheduled trip begins.
- D. Paragraph E. (Sick Day Credit or Pay) (E.1.a. – c.)
1. Sick Day Credit
 - a. Flight Attendant Is Below Bid Month Guarantee ("BMG"): A Flight Attendant (including a Flight Attendant on reserve status) who is unable to perform assigned duty as a result of her/his illness or injury will be credited 3.34 hours toward the BMG for each sick day taken, which will be deducted from the Flight Attendant's sick bank.
 - b. Flight Attendant Is Already At BMG or Above: A Flight Attendant (including a Flight Attendant on reserve status) who is unable to perform assigned duty as a result of her/his illness or injury will be credited 3.34 hours at straight time for each sick day taken, which will be deducted from the Flight Attendant's sick bank.

- c. A Flight Attendant will have 3.34 hours deducted from her/his BMG for each scheduled work day missed if:
 - (i) The Flight Attendant does not have a sufficient amount of sick days in her/his bank to cover a portion of the sick days taken;
 - (ii) The Flight Attendant's sick day bank is exhausted; or
 - (iii) A probationary Flight Attendant calls out sick for an assignment.

5. Section 4 Compensation

- A. Flight Attendant pay rates are attached as Appendix A.
- B. Bid Month Guarantee (BMG): The BMG for a single bid month is 70 hours.
- C. Normal monthly pay will be based upon the **greater of:**
 - 1. Bid Month Guarantee ("BMG")
 - a. In training (up to completion of Operating Experience or "OE"): 35 hours per month – maximum, payable in 2 equal installments of 17.5 hours on or about the 15th of the month and the last day of the month.
 - b. On the Line: (Upon completion of OE flight(s)) the BMG per month to be paid 35 hours on or about the 15th of the month and 35 hours on or about the last day of the month; **OR**

NOTE: BMG will be prorated accordingly for any bid month in which the Flight Attendant is not available to fly or perform other assigned duty (excluding scheduled Days Off and scheduled vacation days).

- 2. Total Time Away From Base Credits ("TAFB")

Accumulated hourly flying credits from each trip flown during the bid month based on one (1) credit hour for each 3.65 trip hours away from the Flight Attendant's Base, excluding any hours for instructor training, recurrent training, administrative duty or sick days taken during the course of a trip (there is no double TAFB pay for trips in/out of a TDY Base or other location); **OR**

- 3. Total hourly flying credits---accumulated based on a combination of all of the following:
 - a. Flight time credit based on the greater of scheduled or actual block time; plus

- b. Deadheading (including ferry flights) credit based on one (1) hour of flying credit for each two (2) hours of scheduled (offline) deadheading time, or one (1) hour of flying credit for the greater of scheduled or actual (online) deadheading time); plus
- c. Administrative duty credit (e.g., special assignment) based on allotted blocks of 2, 4, 6, or 8 hours of credit or actual hours of duty for administrative duty Assignments; plus
- d. Vacation credit based on 3.34 hours of credit towards BMG for each vacation day (if Flight Attendant is already above BMG, vacation will be paid at straight time); plus
- e. Recurrent or remedial training credit based on 3.34 hours of credit towards BMG for each day of required training completed on a scheduled work day; plus
- f. Sick credit based on 3.34 hours of credit in accordance with paragraph 4.D. above.

D. Above BMG Pay (Above Guarantee Pay)

The following premium Hourly Flying Credits will be paid above the BMG (full BMG or prorated, whichever is applicable):

- 1. Recurrent and remedial training credit based on 3.34 hours per day of recurrent classroom training completed on a scheduled Day Off, not including time spent completing the recurrent workbook or Computer Based Training (CBT) required to be completed for Recurrent Training; plus
- 2. Scheduled Day Off Worked Credit:
 - a. All voluntary (e.g., VX days) and any involuntary downline Extension or Reassignment performed on a scheduled Day Off will be paid based on an additional 5.0 hours per day for each scheduled Day Off or part thereof worked.
 - b. Any Junior Assignment starting out of Base on a scheduled Day Off will be paid based on an additional 5.0 (five) hours per Day for each scheduled Day Off or part thereof worked.

3. Hot Airport Standby (R3) credit based on an additional 2.0 hours for each R3 period assigned and the Flight Attendant is not used in actual flight operation; plus
 4. Holiday worked credit based on an additional 5.0 hours for each Holiday (see E. below) or part thereof worked; plus
 5. Hostile area operations will be paid at an additional 50% premium based on the Flight Attendant's rate of pay at the time of the assignment for all block hours flown on segments into or out of an Atlas Air designated hostile area.
- E. Defined Holidays for purposes of above BMG pay: New Year's Day, MLK Day; Memorial Day, June 19th (Juneteenth), July 4th; Labor Day; Thanksgiving Day; and the Friday immediately following Thanksgiving Day; and Christmas Day.
- F. Longevity Bonus
- Flight Attendants who complete three (3) full years of line service on Atlas Air aircraft will receive a bonus equivalent to 5% (five percent) of their gross pay commencing with the month subsequent to the date they completed their OE. The Longevity Bonus will be paid on or about the last day of the following month after the third anniversary date of the Flight Attendant's initial OE. Flight Attendants must be employed by and actively flying for FSI as of the date of the payment of the Longevity Bonus to receive this payment.
- G. Home-based & Computer Based Training (CBT)
1. Flight Attendants will be paid \$75.00 for completion of any Company directed training course taken online from home in excess of one hour and up to four hours in duration. Any additional hour, or fraction thereof, will be paid at the rate of \$15. The Company will determine the time necessary for the completion of CBT and other home-based training courses.
 2. CBT and other home-based training courses may be used for the completion of any or all FSI or Atlas Air directed training taken online.
 3. CBT and other home-based training does not include any preparatory study that cabin crewmembers must accomplish in advance of, during, and/or immediately following any Initial/Recurrent/Remedial Training (including completion of

Workbooks and any CBT required to be completed prior to attending Initial/Recurrent/Remedial Training).

H. Flying In a Different Position

1. Purser flying as a Flight Attendant

When a Purser is assigned to operate as a Flight Attendant, the hourly rate for the hours operated as a Flight Attendant will be paid at the Purser rate.

2. Assistant Purser flying as Purser

When an Assistant Purser is assigned to operate as Purser, the hourly rate for the hours operated as Purser will be paid at the Purser rate.

3. Flight Attendant flying as Assistant Purser or Purser

When a Flight Attendant is assigned to operate as an Assistant Purser or Purser, the hourly rate for the hours operated as an Assistant Purser or Purser will be paid at the Assistant Purser rate or Purser rate, whichever is applicable.

I. No Multiple Payments/No Stacking and No Pay Protection:

1. Subject to one exception in paragraph 2 directly below, there will be no multiple payments due to the stacking of premiums (if any are offered) or additional hours for certain types of Assignments for any type of flight Assignment or other duty. The Flight Attendant will be paid the greater of any additional premium(s) offered and/or additional hour(s) paid.

2. A Flight Attendant who is assigned (involuntarily or voluntarily) to work on a scheduled Day Off which falls on a Holiday (as defined above), will be paid an additional 5.0 hours for working on a defined Holiday and 5.0 hours of pay for working on a scheduled Day Off.

3. Flight Attendants will not be pay protected for any scheduled or assigned duty that has been modified or cancelled.

J. Additional Compensation or Increase in BMG Offered: It will not be a violation of the *status quo* under the Railway Labor Act for the Company, at its discretion, to offer additional compensation or an increased BMG for certain types of flying performed for Atlas Air.

K. At the Flight Attendant's request, an error in pay resulting in a shortage of one hundred dollars (\$100) or more on a single pay check will be rectified

by the Company no more than seven (7) Business Days following the Flight Attendant's request. The shortage will be paid by a hand-cut check.

6. Section 6 Expenses

A. Paychecks will normally be processed as follows:

1. There are two pay periods per calendar month. The pay periods are at or around the 15th and at or around the last day of the month.
2. One-half of the BMG will be paid on or about the 15th of the month and the second-half will be paid on or about the last day of the month.
3. Per diem and above guarantee pay for the previous month will be paid on or around the 15th day of the following month.

B. Per Diem

- a. Per diem will be \$2.10 [two dollars and ten cents] per hour or fraction thereof for all time away from the Flight Attendant's Base beginning at check-in and concluding at the time of Release.
- b. Flight Attendants will not be paid per diem for any trips or travel that do not include an overnight stay outside of Base (e.g., no per diem for up/backs in a single Day).
- c. Flight attendants not actively flying for FSI (e.g., FMLA, Worker's Comp, Union Business, etc.) are not eligible to receive per diem.

C. Parking

Parking will be offered at no cost to Flight Attendants at their permanent Base location. FSI will determine the parking facilities the Flight Attendants will utilize.

D. Crew Meals On Atlas Aircraft

FSI will request of its Company Airline Client, Atlas Air, that crew meals or snacks, to the extent possible, be provided to FSI Flight Attendants while on board Atlas aircraft during a revenue flight, taking into consideration the length of time on duty, the time of day, and the length of time on board the Atlas aircraft.

7. Section 23 Union Business

- A. A Flight Attendant conducting Union Business (short or long-term) is not considered to be on a leave of absence.

- B. Reserve Days dropped to conduct authorized short-term Union Business will be credited at 5.0 (five) hours of pay per Day.
- C. A Flight Attendant on short-term or long-term Union Business will not be paid above BMG for Days on which short-term or long-term business occurs.
- D. A Flight Attendant on short-term or long-term Union Business is not entitled to receive the value of any premium or additional hours paid (e.g., Christmas Day) for days on which short-term or long-term Union Business occurs. **Example:** A Flight Attendant was previously scheduled to work Christmas Day, but is approved, due to an emergency, to take short-term Union Business on Christmas Day. She will receive the value of the credit for the trip dropped, but would not be entitled to receive an additional 5.0 hours of pay for Christmas Day.

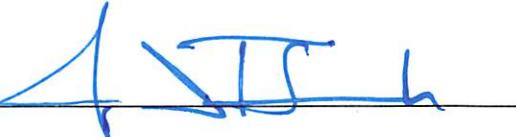
8. Section 22 General Union Information (New Hire Union Orientation For Atlas Flight Attendants)

- A. FSI will provide forty-five (45) minutes for the purpose of Union orientation on a regularly scheduled training day, other than the day of the final exam, during either the new hire class period or during the aircraft familiarization period. The Union and Company will confer on the most appropriate date and time to schedule Union orientation as to not disrupt the scheduled new hire training period or aircraft familiarization period, however, FSI will make the final determination as to the date, location, and start time of the orientation meeting.
- B. Depending on the location of the Union orientation meeting, the Union representatives may have to be escorted into/out of a training facility or other access-controlled location. The Union representatives must comply with all security rules in place governing the location of the orientation meeting.
- C. FSI and/or Atlas management and or non-management training personnel may choose to be present as observers during the Union orientation period.
- D. The Union representatives presenting during the orientation period will not make any derogatory remarks regarding FSI and/or Atlas, their operations, their employees, or any of their customers, clients or vendors. In addition, the Union representatives will not distribute in hard copy or electronic any materials during the orientation period that contain derogatory remarks regarding FSI and/or Atlas, their operations, their employees or any of their customers, clients, or vendors. Union representatives who violate this paragraph will no longer be permitted to participate in the orientation period.

9. Section 15 Reserve (Contactable While On Reserve)

During the period of time a Flight Attendant is not on required Rest while on a layover as reflected on their schedule as being "contactable," the Flight Attendant will check both her/his schedule periodically for any FSI/FSI airline customer's communication and shall acknowledge any changes to their schedule through eCrew immediately. The first check should occur immediately following the end of the first minimum Rest Period (i.e., the Rest Period following a flight or Deadhead into the layover destination). The final check during the layover should occur just prior to going into a required Rest Period before the next scheduled flight or Deadhead. A Flight Attendant must check her/his schedule no less than twice per Day, but is not required to check her/his schedule or for any FSI/FSI airline customer's communication during a required Rest Period.

For FSI:



Date:

4.19.2021

For TWU:



Date:

April 14, 2021

APPENDIX A
RATE CHART/LONGEVITY STEP INCREASES

1. Rate Chart

Role	Training	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Purser		29.76	30.52	31.27	32.03	32.81	33.62	34.44	35.29	36.18	37.08	37.70	38.34
Assistant Purser		28.26	29.02	29.77	30.53	31.31	32.12	32.94	33.79	34.68	35.58	36.20	36.84
Flight Attendant	**20.00	23.76	24.52	25.27	26.03	26.81	27.62	28.44	29.29	30.18	31.08	31.70	32.34
**17.5 hours per pay period													

2. Longevity Step Increases

All Longevity step increases go into effect on the 1st of the calendar month following the Flight Attendant's Longevity date or adjusted Longevity date.

- i. Example: A Flight Attendant has a Longevity date of 6/1/2015. Her/his new rate goes into effect on July 1st of each year assuming her Longevity is not adjusted.
- ii. Example: A Flight Attendant has a Longevity date of 6/29/15. Her/his new rate goes into effect on July 1st of each year assuming her Longevity is not adjusted.

APPENDIX B

MEDICAL/DENTAL/VISION BENEFITS/EMPLOYEE PORTIONS PER PAYCHECK

Medical/Dental/Vision (portions are per paycheck):

MEDICAL

Option I HSA Plan:

Employee Only: \$38.10
Employee & Spouse: \$95.26
Employee & Child(ren): \$63.50
Employee & Family: \$120.66

Option II - \$2,000 Deductible

Employee Only: \$76.20
Employee & Spouse: \$190.51
Employee & Child(ren): \$139.74
Employee & Family: \$222.26

Option III - \$2,500 Deductible:

Employee Only: \$57.15
Employee & Spouse: \$142.88
Employee & Child(ren): \$95.26
Employee & Family: \$158.76

DENTAL

Employee Only: \$9.44
Employee & Spouse: \$23.65
Employee & Child(ren): \$20.67
Employee & Family: \$38.78

VISION

Employee Only: \$2.55
Employee & Spouse: \$4.85
Employee & Child(ren): \$5.10
Employee & Family: \$7.50

LETTER OF AGREEMENT # 2

IMPLEMENTATION AGREEMENT

Flight Services International (FSI) and the Transport Workers Union (TWU)
Representing FSI Flight Attendants

This Implementation Agreement is between FSI and TWU covering the FSI Flight Attendants. Unless specifically provided in this Implementation Agreement, the provisions of the collective bargaining agreement (CBA) (including the Atlas Letter of Agreement) will be implemented on the effective date of the CBA. It is the intent of FSI and TWU in entering into this Implementation Agreement to specify when and how certain provisions of the CBA will be implemented as of the effective date of the CBA (in certain circumstances such as with the increase in pay and per diem) and following the effective date of the CBA. Below is a list of CBA sections/provisions/paragraphs that FSI and the TWU have agreed will be implemented subsequent to the effective date of the CBA, and in certain circumstances clarification of the start-date/time for other provisions.

Any event/action or result of an event/action that occurred prior to the effective date of the CBA (even if not known prior to the effective date of the CBA) is not covered under the terms of the CBA (e.g., provisions that impact new hire Flight Attendants or new hire training sessions will not apply to Flight Attendants in an initial new hire class that started prior to CBA effective date, lost/damaged/stolen luggage that occurred prior to effective date, no holiday pay for holidays that occurred prior to effective date, vacation bids for 2020 will not be changed, etc.)

Unless specifically provided otherwise "days" or "Days" for purposes of this Implementation Agreement mean "Calendar Days" as defined in Section 2 of the Basic Agreement.

Basic Agreement By Section #:

1. Preamble: NONE
2. Definitions: NONE
3. Recognition & Scope: NONE
4. Compensation
 - a. Basic Agreement: NONE
 - b. Atlas LOA: See Atlas LOA below

5. Benefits
 - a. Basic Agreement: NONE
 - b. Atlas LOA: See Atlas LOA below
6. Expenses
 - a. Basic Agreement: NONE
 - b. Atlas LOA: See Atlas LOA below
7. Medical Examinations: NONE
8. Leaves of Absence: NONE
9. Vacation
 - a. Basic Agreement: Effective starting with the 2021 vacation bid for 2022
 - b. Atlas LOA (see Atlas LOA below)
10. Sick Absences
 - a. Basic Agreement: Section 10.A. (Accrual), paragraph 3, will go into effect for the new hire Flight Attendant training class that begins following the effective date of the CBA¹
 - b. Atlas LOA (see Atlas LOA below)
11. Safety & Health:
 - a. Section 11.B. will go into effect sixty (60) days following the TWU's written notification to FSI of the names on its appointed committee.
12. Hours of Service:
 - a. Chart at line numbered 5 will go into effect sixty (60) days following the effective date of the CBA (programming needed in AIMS).
13. Filling of Vacancies NONE
14. Scheduling
 - a. Basic Agreement:
 - i. Section A. Scheduling & Bidding Guidelines, as amended, will be provided to the TWU and the Flight Attendants no later than sixty (60) days following the effective date of the CBA. Current scheduling guidelines will remain in effect until that date.
 - ii. Section C. (Training), paragraph 1 will go into effect sixty (60) days following effective date of CBA (to allow for training of Company Airline Client and FSI staff).

¹ Unpaid regular intermittent sick absences (non-FML) for Flight Attendants working the Atlas contract will be coded in AIMS as "LOA" as that is the only code used for such purposes. However, such regular sick absences are not considered Leaves of Absence under the CBA.

- iii. Section C. (Training), paragraph 2 will go into effect with the first Bid Period that occurs following the notification in C.1. (to put Flight Attendants on notice that they are not permitted to bid to conflict)
- iv. Section E. Involuntary Assignments: Reassignments, Extensions and Junior Assignments. This provision will go into effect sixty (60) days following the effective date of the CBA (training is required of Company Airline Client crew schedulers and FSI staff).
- v. Section G. (Deadheading) paragraph 4. (Baggage Fees) will go into effect thirty (30) days following the effective date of the CBA.
- vi. Section G. (Deadheading) paragraph 6 will occur no later than one (1) week following the effective date of the CBA.
- vii. Section H. (Miscellaneous) paragraph 4:
 - 1. Sub-paragraph a. will go into effect sixty (60) days following the TWU's appointment of its committee
 - 2. Sub-paragraph b. (see directly above 14.a.i.)

15. Reserve

- a. Basic Agreement: NOTE: Section 15.D. such reports do not exist today
- b. Atlas LOA: See Atlas LOA below

16. Seniority

- a. Section 16.A.5. will go into effect starting with the first Flight Attendant new hire class that begins following effective date of CBA
- b. Section 16.A.7. will go into effect starting with the revised Seniority List published following the event in Section 16.A.5. directly above
- c. Section 16.C. will go into effect starting with any Flight Attendant new hire class that begins following effective date of CBA
- d. Section 16.D.4. will go into effect for any Flight Attendant selected for a Purser position following the effective date of the CBA
- e. Section 16.D.5. will go into effect within thirty (30) days following effective date of CBA
- f. Section 16.E.1. and 2. will go into effect for transfers to management or start of full-time assignments that commence following the effective date of the CBA. All employees who have previously transferred/or those that are currently on special assignment prior to the effective date of the CBA are "grand-fathered" in and will retain their Seniority as a Flight Attendant.

17. Uniforms

- a. Section 17.C.2. will go into effect within sixty (60) days of the effective date of the CBA
- b. Section 17.H. will go into effect within sixty (60) days of the effective date of the CBA
- c. Section 17.J. will go into effect for luggage lost/damaged or stolen on or following the effective date of the CBA, except that reimbursement requests within the first thirty (30) days following the effective date of the

CBA may be delayed thirty (30) days (to allow for set-up of process for reimbursements)

18. Grievances
 - a. TWU and FSI to meet to discuss a process within thirty (30) days of the effective date of the CBA. Grievance filing timelines will be waived during this thirty (30) day period.
19. System Board of Adjustment: Section 19.D. (Neutral Arbitrator Panel Selection) parties agree to finalize this process by February 28, 2021 or thirty (30) days following the effective date of the CBA, whichever is later.
20. Furlough & Recall: NONE
21. General & Miscellaneous: Section 21.C. (COPE) will go into effect

22. General Union Information
 - a. Section 22.A. will go into effect within sixty (60) days of ratification of the CBA.
 - b. Section 22.D. will go into effect as of the start date of the new hire Flight Attendant training class which begins following the effective date of the CBA.
 - c. Section 22.F. will go into effect sixty (60) days following the effective date of the CBA. The parties agree that Flight Attendants who are on quarantine due to the pandemic will not be included on the list set forth in this paragraph at any time.
 - d. Section 22.I. will go into effect sixty (60) days following the effective date of the CBA.
23. Union Business
 - a. Paragraphs A – C will go into effect sixty (60) days following the effective date of the CBA.
 - b. Paragraph D, sub-paragraph 1 will go into effect at the discretion of the TWU.
 - c. Paragraph D, sub-paragraph 2 will go into effect concurrent with the TWU's fulfillment of sub-paragraph 1 directly above
24. Union Security: The parties will meet (telephonic, virtual, or live) to discuss and determine the time-lines for this Section. FSI will agree to meet no earlier than thirty (30) days following the effective date of the CBA (time is needed to train FSI staff and Company Airline Client on new CBA provisions)
25. Non-Discrimination: NONE
26. Savings Clause: NONE

27. Hostage & Internment: NONE

28. Duration: NONE

LOA #1 Atlas Letter of Agreement By Paragraph #

Section 1 Uniforms (Allowance): NONE

Section 2 Vacation: Same as Basic Agreement. Effective starting with the 2021 vacation bid for 2022, except for paragraph D. (Vacation Pay Out) which was in effect prior to effective date of the CBA and will continue without interruption.

Section 3 Benefits and Appendix B: NONE

Section 4 Sick Benefits: NONE (NOTE: Flight Attendants will retain sick days accrued prior to effective date).

Section 5 Compensation and Appendix A: the increase in basic rates, change in the RIG, and new overrides for Assistant Pursers (if any) and Pursers will go into effect for trips that are worked in such positions starting at 0001Z on the effective date of the CBA.

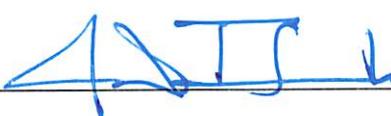
Section 6 Expenses:

- a. Paragraphs A.3 and B.1.: The increase in per diem will go into effect for trips that are worked starting at 0001Z on the effective date of the CBA.
- b. Paragraph D. Request will be made within thirty (30) days of effective date of CBA.

Section 7 Union Business: Within sixty (60) days following the date the TWU identifies and notifies FSI the names of its representatives.

Section 8 General Union Information: Will go into effect with the start date of the first Flight Attendant new hire training class which begins following the effective date of the CBA.

Section 9 Contactable While On Reserve: NONE

For FSI: 

Date: 4.19.2021

For TWU: 

Date: April 14, 2021

LETTER OF AGREEMENT # 3

SENIORITY LIST FLIGHT ATTENDANT INSTRUCTOR AND BASE COORDINATOR LETTER OF AGREEMENT

Flight Services International (FSI) and the Transport Workers Union (TWU)
Representing FSI Flight Attendants

This Letter of Agreement ("LOA") is made and entered into in accordance with the provision of Title II of the Railway Labor Act, as amended, by and between Flight Services International (hereinafter referred to as the "Company" or "FSI") and the Flight Attendants in the service of the Company, as represented by the Transport Workers Union (hereinafter referred to as the "Union" or "TWU").

It is the intent of FSI and TWU in entering into this Letter of Agreement to specify continued Seniority and Longevity of Flight Attendant Instructors and Base Coordinators whose names appear on the FSI Flight Attendant Master Seniority List

The Company and the Union THEREFORE AGREE that the individuals named below, who are currently employed as Flight Attendant Instructors or Base Coordinators are entitled under the parties' collective bargaining agreement to retain their Seniority and accrue Seniority for the period equal to the greater of two (2) years or her/his accrued seniority as a qualified Flight Attendant from the ratification of the collective bargaining agreement, as long as they remain qualified to perform Flight Attendant duties. If the employee is not scheduled to return to the Flight Attendant craft or class prior to the expiration of the two (2) year period or her/his accrued seniority as a qualified Flight Attendant, she/he will be removed from the Seniority List. Current Flight Attendant Instructors and Base Coordinators will retain and continue to accrue Longevity at all times for purposes of vacation accrual and the applicable Flight Attendant regular base pay rate.

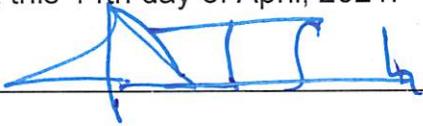
Flight Attendant Instructors:

Jack Brown
LaShondra Dixon
Andrea Ferrier
April Ireland
William Jones
Carmine McGlory
Stephan McMaron
Jonathan Nadapour
Nathan Navarro
Sheila Schultz
Dirk Stewart
Arianne Urick

Base Coordinators:

Leslie Duhon
Shayla Francis
Elloise Hellzey
Jordan Lara
Heather Ortega

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this 14th day of April, 2021.

For FSI: 

Date: 4.19.2021

For TWU: 

Date: April 14, 2021