

FLIGHT ATTENDANT CONTRACT

BETWEEN



AND

**ASSOCIATION OF FLIGHT ATTENDANTS
CWA, AFL-CIO
AIR WISCONSIN**



EFFECTIVE: 01 OCT 20

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SECTION 1 ♦ RECOGNITION AND SCOPE

- A. In accordance with certification No. R-5555, by the National Mediation Board, the Company recognizes the Association of Flight Attendants-CWA as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B.
 - 1. Except in emergency situations, all revenue flying performed on the Company's aircraft shall be performed by Flight Attendants of the Flight Attendant's System Seniority List and shall be flown in accordance with the provisions of this Agreement. Nothing in this paragraph or Agreement restricts the right of qualified Inflight management personnel from customary management flying.
 - 2. The Company shall notify the Union of its intent to subcontract or subsidize any flying at least sixty (60) days prior to entering into any such Agreement with another operator. Amendments to this Agreement shall be concluded between the Company and the Union prior to the commencement of any such flying by another operator.
- C. In the case of consolidation or merger of the Company with another airline in which the Company is the surviving carrier, the Company and the Union shall meet without delay to establish provisions for the protection of Flight Attendant seniority rights.
- D.
 - 1. Air Wisconsin is committed to providing equal employment opportunity for all persons regardless of race, color, religion, sex, sexual orientation, age, marital status, national origin, citizenship status, disability, veteran status, or any other category protected by law.
 - 2. Air Wisconsin does not tolerate workplace discrimination or harassment, including sexual harassment. Air Wisconsin considers discrimination and harassment based upon any protected category to be a serious offense.

E. Successors

1. This Agreement shall be binding upon any successor, including, but not limited to any merged company or companies, purchaser, assign, assignee, transferee, administrator, executor, and/or trustee (herein after "successor") of the Company which acquires ownership and/or control of all or substantially all of the equity securities and/or assets of the Company. The Company agrees to give written notice of the terms of this Agreement to a proposed successor before concluding any Successor Transaction. The Company shall provide the Union with the provisions of any Successor Transaction immediately upon conclusion of such transaction.
2. In the event of a Successorship Transaction which results in an operational merger in which the Successor is an air carrier or any person or entity that controls or is under the control of an air carrier, the Successor shall provide the Company's Flight Attendants with the seniority integration rights provided in Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (Allegheny-Mohawk LPPs), except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by Union's Merger Policy if both pre-transaction groups are represented by the Union.

SECTION 2 ◆ DEFINITIONS

- A. “AVAILABLE DAYS (AV)” are days which can be placed on a relief line to absorb unassigned open time available during Relief Integration, in accordance with Section 11.C. of the Agreement.
- B. “AVAILABLE FOR THE ENTIRE MONTH” means the period of time a Flight Attendant is available for flight duty with the Company. Examples of when a Flight Attendant is unavailable for flight duty includes the time when a Flight Attendant is on furlough, suspension, medical leave, Flight Attendant personal leave of absence, Company offered personal leave of absence, Educational Leave of Absence, Company Convenience Leave, time off without pay, and military leave.
- C. “BIDLINE” means the published lines of flying within a domicile over a specific bid period, which reflects the requirements of Section 11 of the Agreement.
- D. “BLOCK HOURS” or “BLOCK TO BLOCK” (Block In/Block Out) means the period of time beginning when an aircraft first moves from the ramp blocks under its own power or under tow for the purpose of flight and ending when the aircraft blocks in, not to include time spent deadheading.
- E. “CDO” (Continuous Duty Overnight) means a stand-alone pairing that extends over two (2) calendar days and contains a scheduled intervening layover below minimum rest. Also referred to as a “stand up”.
- F. “COMPANY” means Air Wisconsin Airlines Corporation.
- G. “CREDITED HOURS” means all hours an employee performs the duties of a Flight Attendant or is credited with a unit of time for pay purposes.
- H. “CRITICAL FLYING” occurs when the Company designates a trip or trips as Critical in accordance with Section 11.P. of the Agreement.
- I. “DAY OFF” means a period of time from the hours of 0001 to 2400 based upon local time of a Flight Attendant’s domicile, that a Flight Attendant shall be free from all required duty with the Company. Scheduled or unscheduled trips ending prior to 0200 local time shall be considered as part of the day on which the trip originated.
- J. “DEADHEADING” means the positioning of a Flight Attendant. Deadhead time includes surface or air transportation.
- K. “DOMICILE” means a geographical location designated by the Company where Flight Attendants are based.
- L. “DOR” means Date of Ratification.

- M. “DRAFTING” means any time a Flight Attendant is assigned to a trip or portion thereof on a scheduled day off in accordance with Section 11.N. of the Agreement.
- N. “DUTY DAY/DUTY TIME” means that period of time in which a Flight Attendant is on duty with the Company. Duty time shall normally begin forty-five (45) minutes before scheduled trip departure and ends fifteen (15) minutes after block-in. Duty time shall include deadheading and training. For purposes of deadheading, duty time shall begin thirty (30) minutes prior to scheduled departure. No duty rig is accrued for classroom training.
- O. “FINAL BID AWARD” means the Bidline after it has been adjusted for schedule integration, construction of relief lines, and other adjustments provided in this Agreement. The Final Bid Award shall denote the name of the Flight Attendant, the guaranteed days off, the scheduled days of flying (or in the case of reserves, days on call) and shall indicate the total number of hours credited to the line of pay and time away from the domicile.
- P. “FLIGHT ATTENDANT” as used in this Agreement shall include both male and female employees who are responsible for performing or assisting the performance of all enroute cabin services, attending to passenger safety and comfort, and responsibility of the preparation and completion of reports as required by the Company and the law, who have completed training as prescribed by the Federal Aviation Administration (FAA) and whose names appear on the current Flight Attendant System Seniority List. A Flight Attendant may be assigned the responsibility for enplaning and deplaning passengers provided that such assignment shall not be injurious to the Flight Attendant’s health.
- Q. “FLIGHT PAY” means payment based on the Flight Attendant’s applicable hourly flight pay rate.
- R. “GDO” (Guaranteed Day Off) means up to two (2) consecutive guaranteed days off that any reserve (including Ready Reserve) may designate during the line adjustment period in accordance with Section 11.J. of the Agreement.
- S. “LAST LIVE LEG” means a Flight Attendant may fly another Flight Attendant’s last live leg for him/her provided all parties adhere to coordinating with Crew Scheduling in accordance with Section 11.G. of the Agreement.
- T. “LC” (Long Call Days) are days which can be placed on a relief line over which a Flight Attendant may be assigned a trip in accordance with Section 11.C. of the Agreement.

- U. "MONTH" means a period from the first day to, and including, the last day of each calendar month of the year, except that for scheduling and pay purposes, January, February, and March shall be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February; March shall be a thirty-one (31) day month in a leap year.
- V. "NOM" (No Minimum Day) means the trip shall not be paid as "minimum day" due to a split initiated by a Flight Attendant.
- W. "PER DIEM" means payment to the Flight Attendant in accordance with Section 7.E. of the Agreement.
- X. "READY RESERVE LINE" means a line consisting of guaranteed days off and days of availability in which the Flight Attendant is available for a specific time period at the airport or designated area provided by the Company.
- Y. "RELIEF LINE" means a line constructed from flying not built into specific bidlines, trips that have become available as a result of adjustment days, leaves, vacation, Long Call (LC) and/or Available (AV) Day(s), and other flying.
- Z. "REPOSITIONING PAY" means additional ten (10) minutes of block pay when the Company requires a Flight Attendant to be on the aircraft early for preplanned aircraft gate repositioning for the first flight of the day.
- AA. "REROUTE" means any time the Company makes a change to a Flight Attendant's trip, excluding resequencing.
- BB. "RESERVE LINE" means a line consisting of guaranteed days off and days of availability.
- CC. "RESEQUENCING PAY" occurs whenever a Flight Attendant is required to fly beyond (either prior to or after) his/her originally scheduled trip, provided it is within the Company's control (i.e., not due to weather, mechanical, or air traffic control) and provided it causes him/her to check in or check out at his/her domicile more than two (2) hours prior to or two (2) hours after his/her scheduled times.
- DD. "REST TIME" means the amount of time free from duty with the Company, including specified uninterrupted hours of rest.
- EE. "SEGMENT PAY" means scheduled flight time or actual flight time on a leg-by-leg basis of flights actually operated.
- FF. "SENIORITY" means time based upon length of service as a Flight Attendant with the Company.

- GG. "TRIP HOUR" or "TRIP TIME" means the amount of time away from domicile, beginning at required reporting time and ending fifteen (15) minutes after arrival at domicile, or when released from duty by the Company, whichever is later, except in cases where the Flight Attendant requests and is granted release prior to returning to domicile.
- HH. "UNION" means the Association of Flight Attendants - CWA.
- II. "UPC" means Uniform Purchase Card for the purpose of purchasing uniforms, sales tax and shipping. The UPC shall enable each Flight Attendant to purchase uniforms directly with all approved vendors.

SECTION 3 ♦ MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the work direction of Flight Attendants, the right to plan, direct and control operations, the right to introduce new and improved methods or facilities, the right to determine the amount of supervision necessary, schedules, establishment of qualifications and performance standards, increase or decrease in employment, the making and enforcing of reasonable rules to assure orderly and efficient operations, and the right to hire, transfer, demote and discharge or suspend for cause are rights vested in the management of the Company insofar as such matters concerned wages, hours, or conditions of employment. Any of the rights the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified by this Agreement.

SECTION 4 ◆ GRIEVANCE PROCEDURE

- A. A grievance is a dispute between the parties arising under the terms of this Agreement. Any Flight Attendant or group of Flight Attendants may file a grievance concerning any action of the Company affecting them, which must be filed in writing and contain a concise statement of the facts which allegedly constitutes the grievance.
- B. Discipline and Discharge
A Flight Attendant shall be notified in writing of any disciplinary action taken by the Company and the reasons thereof with copies to the Flight Attendant, LEC President, and LEC Grievance Chairperson.
 1. A Flight Attendant who is disciplined or discharged shall be granted an investigation hearing, provided he/she files a request therefore with the Vice President of Inflight and Customer Service, or his/her designee, within ten (10) working days of the date he/she receives notice of such discipline or discharge. Such hearing shall be held within ten (10) working days of the date written request is received by the Vice President of Inflight and Customer Service or his/her designee. A Flight Attendant shall be given at least forty-eight (48) hours notice of the time of the hearing.
 2. Within ten (10) working days after the closing of the hearing, the Company shall announce its decision in writing and shall furnish copies to the Flight Attendant, LEC President and LEC Grievance Chairperson.
 3. If such decision is unacceptable, it may be appealed to the President of the Company, or his/her designee, within ten (10) working days after such decision.
 4. The President, or his/her designee, shall hold a hearing and render a decision. Such hearing shall be held timely, no later than fifteen (15) working days after receipt of the appeal. A decision shall be rendered within ten (10) working days after the appeal hearing.
 5. If such decision is unacceptable, the aggrieved Flight Attendant may appeal the grievance to the System Board of Adjustment as provided in Section 5.

C. Non-Disciplinary Grievances

All other grievances shall be handled in accordance with the following:

1. Any Flight Attendant, or group of Flight Attendants, may first attempt to resolve the dispute with a member of Inflight management.
2. If such attempt to resolve the alleged violation is unsuccessful, or the Flight Attendant or group of Flight Attendants chooses not to attempt to resolve the dispute with a member of Inflight management, the Flight Attendant, or group of Flight Attendants, may file a grievance with the Vice President of Inflight and Customer Service, or his/her designee, within thirty (30) days of the time when such Flight Attendant, or group of Flight Attendants, became aware of, or should have become aware of the alleged violation of the agreement. The Vice President of Inflight and Customer Service, or his/her designee, shall have fifteen (15) working days after receipt of the appeal to hold the hearing. A decision shall be rendered within ten (10) working days after the hearing. If such decision is unacceptable, it may be appealed to the System Board of Adjustment as provided in Section 5, provided such appeal is made within thirty (30) days from the date of receipt of the decision by the Company.

D. Grievance Review

Two (2) times per year, at six (6) month intervals, the parties shall schedule a meeting prior to a System Board of Adjustment hearing. Both the Company and the Union shall be represented by up to three (3) individuals. Representatives must have the authority to propose and approve settlement Agreements. Rejected offers of settlement made by the Company or the Union and all other case evaluation(s) and discussion(s) held during such meetings shall be without prejudice to either party and shall be inadmissible in any System Board of Adjustment hearing. This provision shall not render inadmissible discussions, evaluations, evidence etc. that were part of the prior grievance hearings. The parties may mutually agree to bypass this step in the grievance process and may mutually agree to meet more times than two (2) times per year.

E. Grievance Mediation

The following shall set forth the procedures to be utilized for grievance mediation for the purpose of resolving disputes which may arise under the terms of this Agreement.

1. Those grievances which have been submitted to the System Board of Adjustment, in accordance with Section 5 of the Agreement, may be referred to mediation. Any grievance may be referred to mediation by either party. Only those grievances which are mutually agreed upon shall be presented at a mediation session.
2. Grievance mediation sessions shall be scheduled by agreement of the parties.
3. Each party shall submit to the mediator a brief statement of the facts, the issue, and the arguments in support of their respective positions. Whether written or oral, the statements shall be presented at the beginning of the mediation session.
4. A grievant shall have the right to be present at the mediation session of his/her grievance. Others eligible to attend are those persons, including AFA and Company attorneys, needed to present the parties' positions. The parties agree that persons who have the authority to bind their respective parties shall be present at the mediation session.
5. The issue to be mediated shall be the issue the parties did not resolve at a lower level of the grievance resolution process. The presentation of evidence shall not be limited to that offered during the lower levels.
6. Proceedings during the mediation session are informal. Rules of evidence do not apply. No transcript may be made of the mediation session and all notes, if any, shall be destroyed at the end of the day. Written material presented to the mediator and/or opposing party shall be returned at the conclusion of the mediation session to the party offering the material.
7. The mediator may meet jointly and/or separately with the parties. The mediator shall not have the authority to compel resolution of the grievance.
8. Grievances which settle as a result of the mediation session shall not constitute a precedent unless the parties otherwise agree. A written mediation settlement shall be non-precedential and non-referable except to enforce that particular written mediation settlement, unless the parties expressly agree in writing that it is precedential and/or may be referred.

9. If no settlement is reached during the mediation session, the mediator shall provide the parties with an immediate oral advisory decision which shall state the reasons for the decision, unless the parties mutually agree to waive the procedure. The parties may mutually agree to adopt the mediator's advisory opinion as the settlement. In such case, the opinion shall not constitute a precedent unless the parties otherwise agree and so indicate in writing.
10. If a grievance is settled during a mediation session, the settlement shall be reduced to writing and the final version of the settlement shall be drafted and signed by the parties prior to the conclusion of that day's session, unless mutually agreed otherwise.
11. If a grievance is not settled as a result of the mediation session, the grievance shall continue to proceed to the System Board of Adjustment pursuant to Section 5 of the Agreement.
12. If a grievance not settled as a result of the mediation session is subsequently heard by the System Board of Adjustment, the individual who participated as the mediator may not serve as the arbitrator or a witness in the System Board proceedings. During the System Board proceedings, no reference may be made to the mediation nor any statement made, documents provided or actions taken during the mediation session unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation session.
13. The parties shall select the mediator for each mediation session by mutual agreement. The fees and expenses of the mediator shall be shared equally by the Company and the Association.

F. General

1. Non-compliance with the time limits set forth in the grievance procedure as outlined shall result in the granting of the grievance, if by the Company, and the denial of the grievance, if by the Union or the aggrieved. Time limits may be extended by mutual agreement.
2. All notification in writing shall be via Company email with delivery confirmation, or by Certified Mail, Return Receipt Requested, or hand delivered with signed verification. However, copies of all decisions may be delivered to the AFA-CWA Legal Department by standard U.S. Mail.

3. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost shall be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any transcript made by either of the parties shall be furnished to the other party upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
4. Either party has the right to call witnesses at any hearing.
5. A Flight Attendant shall have the right to be represented at any hearing by such persons as they may choose and designate.
6. Witnesses and representatives who are employees of the Company shall receive free transportation over the lines of the Company.

SECTION 5 ♦ SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it. Such Board shall be known as the Air Wisconsin Flight Attendant's System Board of Adjustment.
- B. The Board shall consist of three (3) members: one (1) appointed by the Company, one (1) appointed by the Union, and one (1) neutral member.
- C. The Board shall have jurisdiction over disputes which arise out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties.
- D. The Board shall consider any dispute properly submitted to it by the Union or the Company which has not previously been settled in accordance with the provisions of the grievance procedure.
- E. The neutral member of the Board shall preside at the hearings of the Board and shall be designated as Chairman. The responsibility of the Chairman is to set a mutually agreeable date for the hearing and to guide the parties in the presentation of testimony, exhibits and argument at hearings. A majority of the Board shall have the right to call witnesses to the end that a fair, prompt and orderly hearing is afforded. The Board shall meet in the city where the general offices of the Company are maintained unless a different place is agreed upon by the Board.
- F. All disputes properly submitted to the Board must be in writing, with copies to the parties, and must be submitted within thirty (30) days after receipt of the final decision in the last step of the Grievance Procedure. The submission to the Board must include:
 1. Question or questions at issue;
 2. Statement of facts;
 3. Position of the Flight Attendant or Flight Attendants; and
 4. Position of the Company.

- G. At the request of either party, after the filing of a submission with the Board, the Company and the Union shall, within sixty (60) days, attempt to agree upon the selection of a neutral member from the panel. If no agreement can be reached, each party shall alternately strike a name from the list until one (1) name remains who shall be designated as the neutral Board Member. The first strike shall go to the party who did not get the first strike in the previous case which utilized the alternating strike method. Once the neutral has been identified, the parties shall ascertain his/her availability and schedule the case for hearing on the first set of dates that are available to all parties.
- H. A majority vote of the members of the Board shall be competent to reach a decision. Decisions of the Board properly referable to it shall be final and binding.
- I. General
 - 1. The expenses and reasonable compensation of the neutral member shall be borne equally by the parties. Each of the parties shall assume the compensation, travel expenses, and other expenses of the Board Member selected by it and witnesses called by it. Flight Attendants required to be present for a System Board of Adjustment hearing shall be released from flight duty. Board Members and witnesses who are employees of the Company shall be granted free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law and the Company's travel agreement with the marketing partner.
 - 2. Each Board Member shall be free to discharge their duty in an independent manner, without fear that their relations with the Company or the Union may be affected in any manner by any action taken by them in good faith in their capacity as a Board Member.
 - 3. Evidence may be presented either orally, in writing, or both.
 - 4. Flight Attendants and the Company shall have the right to be represented at Board hearings by such persons as they may choose or designate.
 - 5. The System Board shall maintain a complete record of all matters submitted to it for consideration.

6. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost shall be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of proceedings shall be taken, any transcript made by either of the parties shall be furnished to the other party upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
7. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employee or to the Company, or to his/her duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

J. Panel of Neutrals

1. The parties shall establish and maintain a panel of seven (7) neutrals. Each party shall name three (3) members of its choosing. The seventh (7th) member of the panel shall be mutually agreed upon by the parties.
2. Both parties are free to replace any or all of its choices on the panel at any time as long as there are no cases pending or scheduled to be heard by the neutral(s). The seventh (7th) panel member may be replaced at any time by mutual agreement of the parties provided there are no cases pending or scheduled to be heard by such neutral.
3. In December of each year, either party may request to remove the seventh (7th) neutral from the panel and replace him/her via the process outlined in J.1. above. However, unless mutually agreed otherwise, the neutral being removed shall still hear any cases he/she is scheduled to hear.

SECTION 6 ◆ COMPENSATION

- A. Flight Pay
- 1. A Flight Attendant shall be paid hourly flight pay for each flight hour in accordance with their active service as a Flight Attendant with the Company in the schedule below.

AWA / AFA CONTRACT

2.

| Years of Service | Current Book | 2% DOS | 1% DOS+2 years Minus 1 Day |
|---------------------------|--------------|---------|----------------------------|
| First 6 months of service | \$17.51 | \$17.86 | \$18.04 |
| After 6 months of service | \$18.49 | \$18.86 | \$19.05 |
| After 1 year of service | \$20.14 | \$20.54 | \$20.75 |
| After 2 years of service | \$21.48 | \$21.91 | \$22.13 |
| After 3 years of service | \$22.53 | \$22.98 | \$23.21 |
| After 4 years of service | \$23.71 | \$24.18 | \$24.42 |
| After 5 years of service | \$24.97 | \$25.47 | \$25.72 |
| After 6 years of service | \$26.58 | \$27.11 | \$27.38 |
| After 7 years of service | \$27.87 | \$28.43 | \$28.71 |
| After 8 years of service | \$29.58 | \$30.17 | \$30.47 |
| After 9 years of service | \$30.47 | \$31.08 | \$31.39 |
| After 10 years of service | \$31.32 | \$31.95 | \$32.27 |
| After 11 years of service | \$31.90 | \$32.54 | \$32.87 |
| After 12 years of service | \$32.21 | \$32.85 | \$33.18 |
| After 13 years of service | \$32.48 | \$33.13 | \$33.46 |
| After 14 years of service | \$32.79 | \$33.45 | \$33.78 |
| After 15 years of service | \$33.06 | \$33.72 | \$34.06 |
| After 16 years of service | \$33.31 | \$33.98 | \$34.32 |
| After 17 years of service | \$33.56 | \$34.23 | \$34.57 |
| After 18 years of service | \$33.81 | \$34.49 | \$34.83 |
| After 19 years of service | \$34.06 | \$34.74 | \$35.09 |
| After 20 years of service | \$34.31 | \$35.00 | \$35.35 |
| After 21 years of service | \$34.56 | \$35.25 | \$35.60 |
| After 22 years of service | \$34.81 | \$35.51 | \$35.87 |
| After 23 years of service | \$35.06 | \$35.76 | \$36.12 |
| After 24 years of service | \$35.31 | \$36.02 | \$36.38 |
| After 25 years of service | \$35.56 | \$36.27 | \$36.63 |
| After 26 years of service | \$35.81 | \$36.53 | \$36.90 |
| After 27 years of service | \$36.06 | \$36.78 | \$37.15 |

B. Minimum Guarantee

1. A lineholder shall be guaranteed minimum flight pay of seventy (70) hours in a month providing the Flight Attendant is available for the entire month.
2. A reserve shall be guaranteed minimum flight pay of seventy (70) hours in a month providing the Flight Attendant is available for the entire month.
3. A reserve who picks up time on his/her days off and starts the awarded trip shall have his/her guarantee adjusted upward by the scheduled or actual time of the trip award.

C. Line/Trip Guarantee

1. A Flight Attendant shall be guaranteed all flight time shown on his/her final bid award line.
2. A Flight Attendant shall be credited with scheduled or actual flight time for the trip, whichever is greater.
3. Line/trip guarantee shall not apply in event of layoff, strike, work stoppage by Air Wisconsin employees or in cases of emergency or strikes beyond the control of the Company.
4. In the event that a Flight Attendant has been awarded a trip drop, and that trip is subsequently canceled as a result of a schedule change, the Flight Attendant may not claim such time under this provision.
5. If a Flight Attendant has successfully traded a trip that is canceled due to a schedule change, the credit for this trip shall be given to the Flight Attendant currently holding the scheduled flight.
6. Company errors and Company convenience displacements shall be paid and credited at one hundred percent (100%).

D. Daily Pay is calculated as the greater of:

1. Scheduled flight time or actual flight time on a leg-by-leg basis of flights actually operated; or
2. Minimum Daily Value; or
3. Original Daily Value as awarded.

E. "A" Flight Attendant Pay

On aircraft requiring more than one flight attendant, one flight attendant will be designated the "A" Flight Attendant and will be compensated with \$2.00 per flight hour or fraction thereof, for the greater of each scheduled or actual flight hour actually operated.

F. Meeting Pay

Meetings shall be credited at the rate of one (1) hour for each two (2) hours of meeting time with a guarantee of one (1) hour minimum. The rate of pay for meetings shall be the Flight Attendant's current hourly rate. The meeting must be deemed as mandatory by the Company for such pay to be authorized.

G. Deadhead Pay

When a Flight Attendant is required by the Company to deadhead to or from any station, he/she shall receive fifty percent (50%) of his/her hourly flight pay rate for the scheduled block to block of such deadhead. Deadhead time includes surface or air transportation.

H. Minimum Daily Guarantee

Except for reserves, and trips dropped as a consequence of voluntary schedule adjustments, a Flight Attendant shall be credited for three and one-half (3 1/2) hours of applicable flight pay for a calendar day or portion thereof a Flight Attendant is away from his/her domicile from the time commencing forty-five (45) minutes before scheduled domicile departure until 15 minutes after block in at his/her domicile.

I. Training Pay

1. A Flight Attendant shall be credited with one and three quarters (1 3/4) hours of flight pay for each half (1/2) day of ground training, with a minimum credit of one and three quarters (1 3/4) hours. A half (1/2) day of training shall be considered four and one-half (4 1/2) hours.
2. A Flight Attendant who is removed from a trip for the purposes of training shall be paid either training pay of three and one-half (3 1/2) hours or the actual time of the trip whichever is greater. Training pay shall not be paid in addition to flight hours lost.
3. If training has been built into a bid line, but does not appear on the employee's final bid awarded schedule, this time shall not be included as part of his/her final line guarantee.
4. When a Flight Attendant is required to complete a computer based recurrent training home study program he/she shall receive two (2) hours of flight pay at his/her applicable hourly flight rate.

J. Reporting Guarantee

A Flight Attendant shall be credited with one (1) hour of hourly flight pay when he/she reports for duty and fails to depart.

K. Drafting Pay

A Flight Attendant who is drafted shall be entitled to flight pay at one and one-half (1 1/2) times his/her hourly rate for the trip or, at his/her option, the day(s) off shall be replaced in that month with no loss of pay to the Flight Attendant. If mutually agreed to between the Company and Flight Attendant, the Flight Attendant may request another day off the following month.

L. Trainer Pay

1. A Flight Attendant who is qualified as an Initial Operating Experience (IOE) Instructor shall be paid while serving in such capacity the rate of five dollars (\$5.00) per hour for each hour he/she is paid in addition to his/her regular rate, but shall not receive less than twenty-five dollars (\$25.00) for each employee trained.
2. A Flight Attendant who is qualified as both an Initial Operating Experience Instructor and a Check Flight Attendant, and who performs in both capacities, shall be paid the rate of six dollars (\$6.00) per hour for each hour they are paid at his/her regular rate, but shall not receive less than fifty dollars (\$50.00) for each employee trained and checked.
3. In the event a Flight Attendant performs as a Check Flight Attendant only, he/she shall be paid six dollars (\$6.00) per hour for each hour he/she is paid at his/her regular rate, but shall not receive less than twenty-five dollars (\$25.00) for each employee checked.

M. Resequencing Pay

A Flight Attendant shall be paid one and one-half (1 1/2) times his/her hourly rate of pay for the credited time he/she has been resequenced that is more than two (2) hours prior to check in or more than two (2) hours after check out.

N. Duty/Trip Rigs

1. A Flight Attendant assigned to duty shall be paid the greater of the following on a trip by trip basis:
 - a. One (1) hour of pay for every two and one-quarter (2 1/4) hours on duty, or
 - b. Actual flight time, or
 - c. Scheduled flight time, or
 - d. One (1) hour of pay for every four (4) hours away from base.
2. This provision is for all duty on scheduled and unscheduled operations.

- O. There shall be no pyramiding of crediting provisions for pay purposes.
- P. Holiday Pay
 - 1. In addition to all other compensation, a working Flight Attendant shall be compensated at time and one-half (1 1/2) his/her hourly rate of pay for all hours flown on a holiday. Holidays for the purpose of this Agreement are: New Year's Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.
 - 2. A reserve who is not called to duty on a holiday shall not receive holiday pay.
- Q. Ready Reserve Pay
 - 1. Flight Attendant on Airport Ready Reserve duty shall receive the greater of a trip worked or four hours (4:00).
 - 2. A Ready Reserve who is not assigned a trip shall be paid four hours and thirty minutes (4:30) of per diem.
- R. Aircraft Repositioning Pay

When the Company requires a Flight Attendant to be on the aircraft early for preplanned aircraft gate repositioning, for the first departure of the day, the Flight Attendant shall receive ten (00:10) minutes of block pay.
- S. Long Call Reserve Pay

A Flight Attendant on a Long Call Reserve day shall receive the greater of a trip worked or Min Day.

SECTION 7 • TRAVEL EXPENSES

- A. The Company and the Union shall designate comfortable and adequate single occupancy lodging at all overnight stations (including continuous duty overnights), while a Flight Attendant is in training away from his/her domicile, and on temporary duty assignments. The Company shall pay the cost of such lodging.
- B. 1. The Company shall provide adequate single lodging hotel accommodations when a Flight Attendant has a layover of four and one-half (4 1/2) hours from actual block in to scheduled block out.
2. The Company shall make an exception to this provision when due to an irregularity on their trip, crew members are provided with a day room during a break outside of contractual obligations.

EXAMPLE: A Flight Attendant who shows at his/her domicile for a trip wherein the first round trip is canceled is not entitled to accommodations under the provision of the "four and one-half (4 1/2) hour layover rule."

- C. Overnight Trip Cancelled after Check-In Time
 - 1. A Flight Attendant shall be provided with a hotel room in his/her domicile on a scheduled overnight that cancels after he/she checks-in and results in the Flight Attendant overnighting in his/her domicile. The Flight Attendant shall be paid as if he/she actually performed the overnight out of his/her domicile (i.e., he/she shall receive rig pay and per diem as if he/she were out of domicile).
 - 2. If the Company releases a Flight Attendant from his/her trip subsequent to a cancellation, the provisions of this paragraph shall not apply.

EXAMPLE: A Flight Attendant arrives in Chicago, which is his/her domicile. Prior to the scheduled check-in time, the Flight Attendant is advised that his/her trip has cancelled and he/she is released from the entire trip. The Flight Attendant shall not be provided with a hotel room.

EXAMPLE: A Flight Attendant has checked in at his/her domicile. Prior to his/her scheduled overnight, his/her trip is modified such that his/her outstation overnight is cancelled. If the Flight Attendant is released for the remainder of the trip, no hotel room shall be provided. If the Flight Attendant shall be returned to his/her trip on the following day, he/she shall be provided with a hotel room.

- D. The Company shall provide comfortable and adequate crew facilities at all domiciles. The Company and the Union shall mutually determine the suitability of such facilities when within the Company's control.
- E. 1. A Flight Attendant on the date of ratification shall be paid one dollar and eighty cents (\$1.80) for each trip hour for meal expense.
- F. 1. The Company shall provide transportation between the airport and lodging facilities. If there is no suitable eating facility at the hotel, transportation shall be provided to a restaurant.
2. When a Flight Attendant is not accompanied by their Crew and the usual transportation from the airport to hotel is not available within thirty (30) minutes following block in, the Company shall reimburse the Flight Attendant for cab fare to the hotel. A Flight Attendant, using a taxi pursuant to this paragraph, must contact Crew Scheduling prior to leaving the airport to advise of the circumstances.
- G. Parking
 - 1. At domiciles where free parking is not available, the Company shall pay the reasonable cost of parking for Flight Attendants.
 - 2. Upon request, a Flight Attendant shall be reimbursed for public transportation at his/her domicile, rather than a parking decal, up to the amount which would have been paid for parking at domicile.
 - 3. If a Flight Attendant does not require a parking decal at his/her domicile, the Company shall, upon request, reimburse the Flight Attendant for parking at an alternate location up to the amount which would have been paid at domicile.

4. The Company is not obligated to provide parking at a Flight Attendant's residence city; however, upon the Flight Attendant's request, the Company shall reimburse the Flight Attendant for parking at an alternate location up to the amount which would have been paid at domicile. The parking receipt is required for reimbursement. Inflight management shall work with the Flight Attendant to assist if possible with these conditions; however, the Company shall not assume any additional reporting liabilities in order to accomplish this. The Company shall never falsely represent an individual as being based in a city in order to secure such permit.

H. Layover Hotel Selection

1. The Company shall meet with the Union Hotel Committee and shall consider their recommendations.
2. The Company and the Union shall agree that when contracting for hotel accommodations every effort shall be made to meet the following standards:
 - a. safety and security of the property (i.e., peep holes in doors, in room sprinkler systems, fire evacuation plans, primary and secondary locking mechanisms),
 - b. non-smoking rooms,
 - c. twenty-four (24) hour food availability,
 - d. individually controlled air (heating/cooling), and
 - e. non-ground floor rooms.

Crew hotel rooms must also be in "quiet" locations away from elevators and vending. The selection of the crew hotel shall be by mutual agreement whenever possible. If the Company employs a third party for the purpose of obtaining a contract with a crew hotel, the third party vendor must comply with this paragraph.

For layovers of 13:59 or less, the Company will make an effort to secure a layover hotel within a twenty (20) minute drive from the airport.

3. If Flight Attendants are "walked" by the hotel, advance notice shall be provided to the Company when possible, and Flight Attendants shall be accommodated in a lodging facility which is of equal or better quality. The Company shall copy the Union on announcements of any scheduled "walks."
4. If a change must be made with less than forty-five (45) days' notice, the Union Hotel Committee member shall be paid for any trip(s) dropped to accommodate these inspections. The Company will provide travel for these site visits based on their marketing partner(s) agreements. Travel will be by positive space if available.

5. The Company shall ensure that all hotel/transportation complaints are made available to the Union.
 6. The Company shall meet with the Union twice yearly, to review hotel and crew transportation issues.
 7. For documented substantiated cause due to safety, security or health issues that the hotel cannot or shall not address, the Union shall work with the Company to find a change to a different crew hotel.
- I. Hotel Gain-Sharing
1. A Flight Attendant may elect to cancel their scheduled or unscheduled day room by notifying Crew Services prior to their arrival at the hotel. If determined by the Company that the room can be cancelled without creating additional liability, the Flight Attendant shall be reimbursed ten dollars (\$10.00) for the cancellation based on Company's policy and procedures.
 2. Gain-sharing payments shall be included as taxable income on the Flight Attendant's paycheck.

SECTION 8 ♦ VACATIONS

A. Accrual

1. A Flight Attendant shall accrue vacation in accordance with Company seniority. Vacation shall be calculated as of December 31 of each year, for that year, and as of January, he/she shall be eligible to take the vacation earned during the previous year.
2. As of January 1 of each year, a Flight Attendant shall be eligible for vacation each year as follows. Such time shall be budgeted on the basis of:

| | |
|-------------------------------|------------------|
| First Year of Service | 7 Days Vacation |
| More than One Year of Service | 14 Days Vacation |
| Seventh Year of Service | 21 Days Vacation |
| Twelfth Year of Service | 28 Days Vacation |
| Twentieth Year of Service | 30 Days Vacation |

3. New Flight Attendants accrue vacation from date of hire except that those hired prior to the fifteen (15th) of the month shall accrue vacation from the first (1st) of the month, those hired after the fifteen (15th) shall begin accruing vacation from the first (1st) of the following month.

B. Vacation Pay

A Flight Attendant shall be credited for each day of vacation used at a rate of three (3.0) hours per day. There shall be no credit given for time less than budgeted on a daily basis, nor charged against the Flight Attendant in excess of that accrued.

C. Splitting of Vacations

A Flight Attendant may split his/her vacation into the following periods:

1. Seven (7) days or fewer – one (1) bid period
2. Eight (8) to thirteen (13) days – two (2) bid periods with no period containing fewer than four (4) days
3. Fourteen (14) days or more - three (3) bid periods with no period containing fewer than four (4) days
4. Twenty-one (21) days or more - four (4) bid periods with no period containing fewer than four (4) days
5. Twenty-eight (28) days or more - five (5) bid periods with no period containing fewer than four (4) days.

D. Vacation Periods

The Company shall allocate sufficient vacation periods at each domicile to cover the amount of vacation to be bid at that location. The Company shall reserve the right to specify vacation periods.

E. Vacation Bidding and Awarding

Vacation shall be granted in order of seniority at each domicile in accordance with the following procedures:

1. By November 1, of each year, the Company shall post the number of vacation days which each Flight Attendant has accrued at each domicile.
2. At the same time, the Company shall post all of the vacation periods available for bid during that year.
3. A Flight Attendant shall be entitled to bid for all vacation accrued during the previous year. A Flight Attendant with less than one (1) year seniority shall bid for all time accrued from date of hire until year end.
4. Bidding shall be divided into three (3) periods at each domicile, except as mutually agreed upon, with each period reflecting approximately one-third (1/3) of the vacation time accrued at that domicile.
5. Bids shall be accepted up to the closing time for a Flight Attendant group. Upon awarding of a group's bids, the results shall be posted for not fewer than seven (7) days at the domicile.
6. Not more than one (1) vacation period shall be awarded to an individual within a month.
7. All Flight Attendants who do not bid by designated deadline shall be assigned after all other groups have been awarded, in inverse seniority order, to the first available vacant period as determined by the Company.

F. Changing of Vacation Period

Subject to the approval of Inflight Services, a Flight Attendant may change his/her vacation period(s) by:

1. Trading vacation period(s) with another Flight Attendant who has vacation over the same period of days.
2. Vacation adjustment requests must be submitted no later than the first (1st) of the month prior to month requested.
3. Moves his/her vacation to any available bid period still open after the closing of the final vacation bid award.

G. Transfers

A Flight Attendant who transfers to another domicile for any reason shall retain and transfer his/her original bid vacation periods.

H. Cancellation of Vacations

1. In the event that it becomes necessary to cancel vacation, such cancellation shall be accomplished in inverse seniority order for the period where the cancellation is necessary. The Company shall first ask for volunteers.

2. If the Company cancels the vacation of a Flight Attendant who has made a deposit in reliance on his/her established vacation schedule with proof of receipts, the Company shall reimburse the Flight Attendant for the deposit and the Company shall be entitled to attempt recovery of the deposit or apply it to some other person or purpose.

I. Use of Vacation and Unused Vacation

1. Vacations may not be cumulative and must be taken within the calendar year. Flight Attendants who have completed at least one (1) year of continuous service with the Company and who thereafter leave the employ of the Company shall be paid his/her accrued vacation allowance not taken or paid. Provided:
 - a. in case of resignation, the Flight Attendant shall have given the Company written notice of resignation at least fourteen (14) days prior to leaving the service;
 - b. in case of discharge for cause, the Flight Attendant shall not be entitled to a pro-rata vacation allowance.
2. In the case of resignation with fewer than fourteen (14) days written notice, the Flight Attendant shall be paid for days earned in the previous calendar year, but shall not be paid for any days accrued in the year of the resignation.
3. If a Flight Attendant is unable to take vacation as a result of operational circumstances at the request of the Company, after October 31st, the vacation may be carried over to the following year, or paid out directly at the Flight Attendants option.

J. Vacation Schedule

All trips which conflict with a Flight Attendant's vacation shall be dropped from his/her final bid award.

SECTION 9 ♦ SICK LEAVE

- A. When a Flight Attendant, other than a reserve Flight Attendant, loses time as a result of illness or injury, he/she shall receive the credited time contained in the trip or trips lost. The credited time shall be deducted from the Flight Attendant's sick leave account. A Flight Attendant, except a reserve Flight Attendant, who does not bid and who is absent for a full month because of illness or injury, shall be paid his/her minimum monthly guarantee. A Flight Attendant who is awarded a bid line for the month and then becomes sick or injured shall be paid the credited time of all the trips missed during the month, so long as he/she has sick leave available.
- B. 1. A reserve Flight Attendant who is on sick leave shall be paid and credited the minimum guarantee for such illness or injury and shall have equal amount of time withdrawn from his/her sick leave account. A reserve Flight Attendant absent for a full month because of illness or injury shall be paid the minimum monthly guarantee.

EXAMPLE: A reserve Flight Attendant that has completed probation calls in sick for two (2) days of reserve duty. He/she has flown fifty (50) hours for the entire month. He/she shall be paid seventy (70) hours. Seven (7) hours shall be deducted from his/her sick leave bank (minimum day of three and one-half (3 1/2) hours for two (2) days).

EXAMPLE: A reserve Flight Attendant who has completed probation has flown fifty (50) hours on reserve duty days and fifteen (15) hours on scheduled days off. He/she calls in sick for two (2) reserve days. He/she shall be paid eighty-five (85) hours. Three and one-half (3 1/2) x 2 days = seven (7) hours shall be deducted from his/her sick bank. (70 hours reserve guarantee plus 15 hours over guarantee on days off = 85 hours.)

- 2. A reserve Flight Attendant absent for the entire month shall be paid minimum monthly guarantee from his/her sick leave bank.
- 3. If a Flight Attendant calls in sick for a trip worth eight (8) hours credited time but only has accrued six (6) hours in his/her sick bank, he/she shall only receive six (6) hours of pay.
- 4. A Flight Attendant shall only be charged sick time against his/her sick bank for the scheduled duty days he/she called in sick.

5. A Flight Attendant who is furloughed shall retain but not accrue sick leave, but such sick leave may be used only after the Flight Attendant returns to work.

EXAMPLE: A Flight Attendant is furloughed on June 1st. He/she shall accrue additional sick leave through June 30th. If his/her current sick leave bank is thirty (30) hours as of the date of furlough, he/she shall have thirty-three (33) hours upon his/her return from furlough.

- D. Sick leave shall accrue during the first thirty (30) days that a Flight Attendant is on a non-pay status. Sick leave accrues when a Flight Attendant is receiving sick leave benefits or disability payments.
- E. A Flight Attendant receiving compensation under the Company's weekly income benefit plan shall use accrued sick leave prior to receiving disability payments.
- F. A Flight Attendant may pick up the remaining portion of his/her trip, at his/her domicile, providing she/he gives Crew Scheduling adequate notice and provided it has not been picked up out of open time by another lineholder. If a Flight Attendant is able to get back into her/his trip and the Company's marketing partner permits, the Company will provide her/him with positive space, on-line travel on the earliest available open flight. Any off-line, positive space travel will be at the discretion of the Company. In addition, any other expenses, including hotels that the Flight Attendant may incur as a result of getting back into his/her trip shall be his/her responsibility.
- G. A Flight Attendant shall accrue sick leave from his/her date of hire, but shall not be permitted to take sick leave until after seven (7) months of employment.
- H. A Flight Attendant shall accrue sick leave at the rate of three and one-half (3 1/2) hours per month to a maximum accrual of four hundred (400) hours. A Flight Attendant who has completed one (1) year of continuous service may borrow up to fifty (50) hours of sick leave to be paid back as sick leave accrues.
- I. If a Flight Attendant does not want to use his/her accrued sick time, he/she must present a written request to the domicile manager.
- J.
1. The Company may request verification of illness or injury under any circumstances of suspected abuse or misuse. The Company shall evaluate each Flight Attendant on an individual basis when requesting verification of illness or injury.
 2. The Company shall monitor the use, nature and patterns of sick calls by Flight Attendants of the department and shall, if necessary, conduct appropriate investigations into the validity of any request to use sick leave.

- K. A Flight Attendant who uses sick calls for any purpose other than illness, injury or family leave shall be subject to disciplinary action.
- L. A Flight Attendant is not obligated under any circumstances to discuss or inform Crew Scheduling of the reason for illness. A Flight Attendant shall call prior to each trip to advise Crew Scheduling before returning to trip/duty.
- M. A Flight Attendant's lodging accommodations in accordance with Section 7 of this Agreement shall continue until the Flight Attendant returns to his/her base if he/she becomes ill or injured while en route. Per Diem shall continue until the Flight Attendant is returned to domicile.
- N. A Flight Attendant shall be returned positive space to his/her domicile or, to his/her home, on carriers for which the Company supplies lift, if allowed per the Company's flying Agreement with that carrier, on the earliest available open flight in the event he/she becomes ill or injured while on duty.
- O. Upon retirement or death, a Flight Attendant or his/her estate shall be compensated for one-half (1/2) his/her unused sick leave in his/her sick leave account.
- P. Sick usage and sick leave account totals shall be reflected on a method agreeable to the parties no less than once every six (6) months.
- Q. Worker's Compensation
 - 1. A Flight Attendant absent due to an approved on-the-job injury may elect to use his/her sick time to equal the average credited hours he/she worked during the previous six (6) full pay periods, not including the current pay period.
 - 2. A Flight Attendant who is entitled to Worker's Compensation as a result of an "aircraft accident" as defined and set forth in 49 CFR Section 830, shall receive additional wage payments, not sick time, equal to the difference between Worker's Compensation and his/her average monthly credited hours of the previous six (6) months of active service preceding the accident. The maximum duration of this benefit shall be six (6) months.

SECTION 10 ◆ HOURS OF SERVICE

- A. 1. a. A Flight Attendant shall not be scheduled nor shall he/she exceed ninety-five (95) actual block hours per month. In the event a Flight Attendant is projected below ninety-five (95) hours at the beginning of his/her trip, but as a result of re-routing, weather, or other operational problems, exceeds ninety-five (95) hours, the Company shall, at his/her request, take steps necessary to replace him/her while maintaining the integrity of the schedule.
 - b. The ninety-five (95) hour maximum applies to actual block time flown during the month. It does not include CI, deadhead credit, minimum day, line guarantee, or any other credit other than actual flying.
 - c. It is the responsibility of Crew Scheduling to monitor flight time and insure that no one exceeds ninety-five (95) block hours. A Flight Attendant shall not be replaced simply because he/she is approaching the ninety-five (95) hour level.
 - 2. Irrespective of the provisions of Paragraph A.1. above, a Flight Attendant may voluntarily exceed the above limitation. However, if a Flight Attendant has waived the ninety-five (95) hour maximum if as a result of rerouting, weather, or other operational problems, he/she shall complete the trip.
- B. Duty time shall be that period beginning forty-five (45) minutes before scheduled departures and continue until fifteen (15) minutes after block-in time, or until the Flight Attendant is released by the Company, whichever is later.
- EXCEPTION:** When Flight Attendants are required to report earlier than forty-five (45) minutes prior to departure due to Pilot requirements, his/her on duty report time shall be adjusted.
- C. Duty time shall be that period beginning thirty (30) minutes before the scheduled departure when the Flight Attendant shall deadhead, and continue until fifteen (15) minutes after block-in time, or until the Flight Attendant is released by the Company, whichever is later.

D. On Duty Limitations

1. Duty period means all of the elapsed time between the required report time and release time.

| Duty Period Start (Local Time) | Scheduled Maximum Duty | Actual Maximum Duty |
|-----------------------------------|---------------------------|---------------------------|
| 0400-1159 | 14 hours | 16 hours |
| 1200-1659 | 13 hours | 16 hours |
| 1700-0359 | 12 hours | 16 hours |
| CDO | 14 hours | 16 hours |

2. If a delay occurs during or after boarding, projecting a Flight Attendant to exceed maximum duty limitations, he/she is expected to operate the flight as scheduled.
3. When a duty period is scheduled for continuous duty over two (2) calendar days, a Flight Attendant may be scheduled to a maximum of fourteen (14) hours on duty.

E. CDO (aka "Standup" Overnights)

1. A continuous duty overnight is defined as a stand-alone pairing that extends over two (2) calendar days and contains a scheduled intervening layover below minimum rest. A CDO shall not be scheduled with more than four (4) segments. The Flight Attendant shall be provided with a single occupancy hotel room at the intervening enroute stop.
 - a. If the intervening layover is scheduled for less than six (6) hours, the CDO will not be scheduled to include more than two (2) legs.
2. For the purpose of pay and credit the "stand up overnight" duty period shall be calculated alone. A minimum of six (6) hours pay and credit shall be paid for each "stand up" duty period or the duty rig or actual credited flight time, whichever is greater.

F. Rest Periods

1. a. The minimum scheduled rest period shall be ten (10) hours from check-out to check-in.

G. Days Off

1. Bid lines shall be built to include a minimum of eleven (11) days off each month.

2. A Flight Attendant shall be guaranteed eleven (11) days off each month. If as a result of schedule integration a Flight Attendant's final bid award is less than eleven (11) days, upon request of the Flight Attendant, Crew Scheduling shall drop sufficient trip(s) to provide for the minimum days off. Such request must be made prior to flying the first scheduled trip of the month.
3. Bid lines shall be built with a minimum of eleven (11) days off. If a schedule is inadvertently issued with less than the minimum, the Flight Attendant holding such line can expect that a trip shall be taken from the line between the award and the final posting. Time dropped to accommodate an additional day off requested by the Flight Attendant shall be dropped without pay.
4. When a line drops to minimum days off due to training, these adjustments may take place during the first three (3) days of the month or any time during the month at the Company's discretion.
5. If the adjustment is made within the first three (3) days of the month, it shall be without pay to the Flight Attendant. However, if adjustments are made outside of the first three (3) days, the time dropped shall be with pay to the Flight Attendant.
6. A Flight Attendant bids and is awarded a line with eleven (11) days off. As a result of flying the second and third day of a three (3) day trip that began on the last day of the previous month he/she is now scheduled for nine (9) days off. The final bid award shall be published showing the full integration and all trips on the final bid award schedule. Prior to flying the first day of the first trip that was originally published on the bid schedule, he/she may request an adjustment that would bring him/her into compliance with the eleven (11) day rule. If he/she fails to do so, he/she has waived his/her right to request the adjustment at a later date. The request may be directed to any Crew Scheduler.
7. A Flight Attendant shall not be required to keep the Company informed of his/her whereabouts while on days off, vacations, or leaves of absence.
8. Bid lines shall not contain more than six (6) consecutive days without having at least a single day off at the domicile.
9. In the event that as a result of schedule integration a Flight Attendant shall be scheduled to fly for more than six (6) consecutive days without a full day off at the domicile, Crew Scheduling shall drop trip(s) required to meet this obligation. The adjustment shall take place in the future month.

10. A Flight Attendant who picks up time in the earlier month at transition prior to the final bid award may waive the "more than six (6) consecutive days" rule. If not waived the adjustment shall take place in the future month.
11. The Flight Attendant shall be guaranteed the number of days off shown on the final bid award.

H. Maximum Landings Limitations

In the event eight (8) landings are exceeded in a given duty period, the Flight Attendant shall receive an additional fifteen minutes (0:15), for pay purposes only, for each landing in excess of eight (8).

SECTION 11 ◆ SCHEDULING

A. Scheduling Policy

1. A Flight Attendant Scheduling Committee shall be established by the Union at each domicile. The committee shall provide input into the construction of trips and bid lines each month. The Scheduling Committee may review the open time and Relief Lines and Final Bid Awards.
2. The Master Executive Council may request a meeting to make recommendations and discuss possible changes to the Scheduling Policy regarding the efficiency and manner in which trips are scheduled.
3. The Company shall provide the AFA Scheduling Committee Chairperson or his/her designee access to the archived bid packages, final awards and relief bids and relief finals electronically.

B. Bid Line Construction

1. Schedules for bidding purposes shall be posted no earlier than the eighth (8th) of the month, but no later than the sixteenth (16th) of the month. The exact date shall be posted on the previous month's bid.
2. Bid lines may be constructed up to ninety-five (95) block hours. However, the average bid line hours at each base shall not exceed eighty-eight (88) block hours.
3. Every reasonable effort shall be made to eliminate multiple aircraft changes on trip pairings.
4. Reserve lines shall be built to provide eleven (11) days off with a minimum of two (2) day periods and one four (4) day period off during the month. A Flight Attendant scheduled to begin a four day duty free period may call crew scheduling after 12:00 noon the day prior and request to be released. Such request will be granted within the discretion of Crew Scheduling based on staffing.
5. A Flight Attendant shall not be scheduled nor shall a bid line contain more than three hundred sixty-five (365) trip hours in a month.
6. A minimum of ten percent (10%) of the bid lines at each domicile shall be built with all weekends off. However, if a schedule at a domicile necessitates less than this ten percent (10%) level the Company and the Scheduling Committee shall work out an accommodation.

C. Relief Lines

1. Relief lines shall be built in accordance with the policies set forth under standard bid line construction.

2. Relief lines shall be posted on the final bid award and shall close no earlier than noon two (2) days later. Awards shall be posted the same day.
3. Long call days (LC) may be placed on any relief bid line that has less than the minimum monthly guarantee credit hours. LC days may replace unassigned CI days.
 - a. Flight Attendant shall receive notice of a LC assignment no later than 1800 (Central Time) two (2) days before the day in which the trip commences. If the Flight Attendant has not been contacted by that time, he/she shall call in to determine if there is an assignment. If there is no assignment, the Flight Attendant is released (until his/her next LC day or flight assignment).

EXAMPLE: A Flight Attendant has LC days on the 19th and 20th. He/she calls in on the evening of the 17th. There is no flight assignment for the 19th. The Flight Attendant is released from his/her LC obligation on the 19th and is not required to call in again until the evening of the 18th to determine if there is an assignment for the 20th.
4. a. Available (AV) days may be placed in Relief Bid Lines to absorb unassigned open time available during Relief integration. The Available days shall not exceed the planned absence days, plus days on each side of the planned absence that may drop due to trip touching. Unassigned Available days may be replaced with LC days to bring the Relief Final Bid Awards up to Line Guarantee.
 - b. AV days may be utilized to accommodate open time and trips (or portions thereof) that fall out of other relief lines due to vacation, leave, etc. If no trip (or LC day) is placed on an AV day, it becomes a day off.

D. Bidding Procedures

1. All bid lines shall remain posted for at least four (4) twenty-four (24) hour periods.
2. The bid awards shall be posted within twenty-four (24) hours after the awards have been closed. The final bid awards shall be published within seventy-two (72) hours after closing.
3. The Company shall post bid lines and trip pairings electronically. The Company shall provide bid packets in each crew room. The number to be provided shall be no less than ten percent (10%) of the base population. Bid packets shall be printed in full-size and shall not be reduced to accommodate more pages per page.
4. A list of all Flight Attendants anticipated to be on the schedule for any portion of the month shall be posted or noted on the bid schedule. Designation of any partial time off, confirmed at the time of posting, shall be made in the same location.
5.
 - a. A Flight Attendant may bid via the Company approved electronic method. A Flight Attendant may elect to have another Flight Attendant bid for him/her. A Flight Attendant may call in his/her bid in accordance with Company procedures.
 - b. Should the Company change the system, or method of Flight Attendant bidding, AFA shall be afforded the opportunity to provide input to the development and implementation. In the event the Company approved electronic method is not available, the Company shall authorize an alternate form of submitting bids.
 - c. Flight Attendants shall not pay to use an electronic bidding system on a Company computer available for such purpose.
6. A Flight Attendant failing to make a sufficient number of bids or failing to meet the deadline shall be assigned the last remaining relief line at his/her domicile. If more than one (1) person fails to bid, they shall be assigned remaining relief lines in seniority order. This shall apply if the Flight Attendant's seniority could have held a line. If no relief lines have been published in that month, the Flight Attendant(s) shall receive the last line of flying if their seniority could hold such line.

7.
 - a. Flight Attendants shall have forty-eight (48) hours from the time of posting of the final awards to dispute any award. If a discrepancy is found to exist based on incorrect awarding of all bona fide bids, an adjustment shall be made. No adjustments shall be made based on the Flight Attendant's failure to meet or comply with the guidelines of this Section of the Agreement.
 - b. The requirement to change the bid award of an individual does not reopen the entire bid process. Late bids shall not be reconsidered simply because other changes were made as a result of an earlier error in the initial award of lines. Changes shall be made for Flight Attendants that had provided insufficient bid choices and were assigned as a result. They shall have their bids reevaluated along with the other bids affected by the change.

E. Open Flying

1. The Company may designate up to ten percent (10%) of known and proposed flying as open flying at each domicile.
2. The Company shall post random charters in open flying. In addition, the Company, as much as possible, shall place reoccurring charters in one (1) line of flying, if unable to place into open flying.
3. Open flying shall be posted in the computer as soon as such flying is known.
4. Initial open flying is all open flying remaining after the schedule integration and relief lines have been constructed.
5. Initial open flying must be posted for a minimum of four (4) days. After four (4) days, the open flying shall be assigned to the senior most person requesting such assignment that does not create any requirement for additional coverage.
6. After initial flying is awarded, all open flying shall be awarded on a first come, first serve basis.
7. Open flying, once assigned shall not be taken from the Flight Attendant awarded the trip(s). Additionally, once a trip has been awarded from open flying, this trip shall be available to drop or trade.
8. Open flying, either scheduled, or as a result of a request to drop, may be assigned by Crew Scheduling to any Flight Attendant on a time available and/or long call status, regardless of seniority. Flying that becomes available as a result of additional flights, or requests to drop may be assigned directly to a time available and/or long call Flight Attendant without being posted in open flying.

9. In months where training and/or Competency Checks are planned, the Company may utilize Open Flying for the specific purpose of scheduling such training.
EXAMPLE: An initial training class is in session. It is known that I.O.E. requirements shall require extensive use of a particular aircraft type during the month. Crew Scheduling may withhold a certain number of trips from the bid lines in order to accommodate this liability.
10. Crew Scheduling may advertise Blocks of Reserve Days, the length of which will be determined by the Company. These Blocks of Days may be picked up, if available, on a First Come, First Served basis. Reserve Blocks may not be involuntarily assigned. If no assignment is made to a Flight Attendant who has picked up a block of reserve days, the Flight Attendant will be compensated with a Min Day for each day of the Reserve block for which no assignment has been made. Blocks of Reserve days will be placed into Open Time.

F. Time Available Status

1. A Flight Attendant shall be considered on time available during any day on which he/she is scheduled to fly and his/her trip is cancelled.
2. Upon notification of being placed on time available status, Crew Scheduling shall designate a four (4) hour period during every day on which the Flight Attendant was scheduled to fly.
3. The Flight Attendant is subject to assignment on any trip, or portion of trip, which would return him/her to his/her domicile no more than three (3) hours later than the originally scheduled trip.
4. A Flight Attendant who is placed on time available status and does not fly shall be credited for the scheduled time of the cancelled trip.
5. If a Flight Attendant requests to be released from time available status and Crew Scheduling is able to comply with this request, he/she shall forfeit his/her guarantee for that trip, and if he/she has reported for duty, be credited with reporting pay.
6. A Flight Attendant who is required to remain on time available status shall be paid the greater of actual time flown or scheduled for the cancelled trip.

G. Scheduling Adjustments

1. The Company shall make open time available electronically. In the event an unplanned outage exceeds three (3) hours, AFA shall be notified. In the event of an unplanned outage, the Company shall send daily open time to the AFA designated representative for distribution if the system is not restored within twelve (12) hours.
2. Trip Trades
 - a. A Flight Attendant shall be permitted to trade trips with another qualified Flight Attendant with the approval of Crew Scheduling. Approval shall not be unreasonably withheld.
 - b. A Flight Attendant awarded a trade which increases his/her line shall have such time credited as part of his/her line guarantee.
 - c. A Flight Attendant who requests a trade that decreases his/her line guarantee from the final bid award shall have his/her guarantee adjusted downward to reflect the loss of time.
 - d. Trip trades are not limited, provided that the total time involved shall not project the Flight Attendant below forty-five (45) credited hours.
 - e. A Flight Attendant may not trip trade his/her entire line to another Flight Attendant.
 - f. The Company agrees that a Flight Attendant can trade all trips on his/her line, provided the entire line of flying is not traded to the same Flight Attendant.
 - g. Mutual trip trades shall not be denied unless it creates a violation to the terms of this Agreement and/or FARs.

3. Trip Adds

- a. A Flight Attendant who adds time to his/her schedule by picking up trips from open flying shall have the trip credited to his/her line guarantee.

EXAMPLE: A Flight Attendant has picked up a trip from open flying. He/she reports and the trip departs. As a result of a mechanical problem the trip subsequently cancels. The Flight Attendant may claim the trip under the provisions trip cancellation and may be scheduled under the provisions of time availability.

- b. The adding of trips shall be subject to the approval of Crew Scheduling, and shall be based on guidelines involving duty days and monthly maximums, and shall take into consideration the possibility of such guidelines being exceeded.
- c. A Flight Attendant who picks up a trip that shall project him/her over 95 hours has voluntarily waived the max block hour limitation.
- d. Trip add requests in the last six (6) days of the current month shall be approved unless the final bid has been awarded and the trip add shall cause a greater liability to the Company. A Flight Attendant may, at his/her option waive the provisions in Section 10.G. of the Agreement.

EXAMPLE: A Flight Attendant requests to pick up a three (3) day trip beginning on May 29, resulting in his/her working last six (6) days of May. The final bid has not been awarded for June. The Company can approve this trip add because it is a legal trip add for May. His/her June bid award shows a three (3) day trip on June 1st through June 3rd. The Company is obligated to drop day one (1) to comply with Section 10.G.9.

4. Trip Drops

- a. A Flight Attendant who drops time from his/her schedule shall have such time deducted from his/her line guarantee. A Flight Attendant shall not be permitted to request any time adjustment that would project him/her below forty-five (45) credited hours.
- b. The dropping of trips shall not be limited unless the trip drop shall project the Flight Attendant below forty-five (45) credited hours.

5. Last Live Leg
 - a. A Flight Attendant may fly another Flight Attendant's last live leg for him/her provided all parties adhere to the following:
 - b. Both Flight Attendants must coordinate with Crew Scheduling to ensure the Flight Attendant who shall be picking up the last leg is legal to do so and such swap shall not create additional liability to the Company.
 - c. Crew Scheduling is able to evaluate the swap based on the demand of the daily operation at the time of the request.
6. a. A Flight Attendant may, at his/her option, waive the provision in Section 10.G. of the Agreement which requires one (1) calendar day off at his/her domicile after six (6) duty days in order to trade trips or add trips to his/her schedule, as long as he/she is scheduled for at least the minimum rest required in Section 10.F. of the Agreement.
 - b. A Flight Attendant that adjusts his/her schedule to work more than six (6) consecutive days at the end of the current month and/or into the next month may waive his/her days in a row into new month and no adjustment shall be made provided the twenty-four (24) hour FAR break is available.
7. a. A Flight Attendant may request a scheduling adjustment via the Company approved electronic method. The request shall be awarded no later than twenty-four (24) hours after receipt, except if a Flight Attendant is picking up open time in accordance with Section 11.E.(4). A Flight Attendant may call for the award or can check the status of a schedule adjustment request via the electronic application used to submit.
 - b. In the event the Company approved electronic method is not available, the Company shall authorize an alternate form of submitting requests in writing.
8. Split Trips
 - a. A Flight Attendant may split a trip for the purpose of picking up, dropping, or trading a trip as long as there are no additional flight pay hours incurred to the Company. A Flight Attendant with a trip of two (2) days or fewer shall be allowed to split the trip once. A Flight Attendant with a trip of three (3) days or more shall be allowed to split the trip up two (2) times.

- b. The minimum day guarantee does not apply when splitting trips.
- c. A request to pick up a split trip must allow sixty (60) minutes between flights before it shall be approved.
- d. A trip may only be split in a domicile. Any exceptions shall be at the discretion of Crew Scheduling.
- e. The Company shall not refuse to approve a request to split a trip in Company Open Time solely because the remaining portion of the trip would create a minimum day of compensation.
- f. AFA and the Company agree that all pairings of a split trip in Open Time shall be paid at greater of scheduled or actual time. None of the pairings of a split trip in Open Time shall be paid as minimum day of compensation unless the Flight Attendant has been assigned the pairing as a result of drafting, or the trip is assigned to a reserve.
- g. The Company shall identify the remainder of a split trip in Open Time by inserting a “NOM” code (or other Company identified code inside the pairing). The “NOM” code displayed in the pairing indicates that the pairing shall not be paid as minimum day.
 - (1) If the Company omits the “NOM” code, a Flight Attendant picking up the trip shall be paid for minimum day.
 - (2) The Company shall not use the “NOM” code unless the pairing resulted from a Flight Attendant splitting a trip. Trip splits by the Company shall not be coded as “NOM”.
- h. The minimum day guarantee shall not apply to trips split between Flight Attendants.

H. Schedule Integration

- 1. Adjustments may be made only during the first three (3) days of a month and only on those days which the Flight Attendant was originally scheduled to fly. Exceptions shall be discussed with the LEC and permission to change this policy shall not be unreasonably withheld.
- 2. An overnight on the last day of the month shall be indicated on the bid line, and shall be flown by the Flight Attendant holding that trip on that month's bid award.
- 3. An overnight trip which carries over from the prior month shall be indicated on the bid line.
- 4. No schedule adjustments shall be made in the current month that a Flight Attendant is working.

5. Schedule adjustments made during the integration window shall not be pay protected.

I. Reserves

1. Reserves shall not be assigned trips in seniority order. Crew Scheduling shall consider the following factors when applicable:
 - a. Crew Scheduling shall make an effort to balance reserve utilization.
 - b. A reserve Flight Attendant's availability, days on call versus the length of open trips.
 - c. A reserve Flight Attendant's reserve status, regular versus ready reserve.
2. Reserves have two (2) hours to report for any trip assignment. The Company may waive the requirement to check in at the crew room and direct the Flight Attendant to report to the gate.

EXAMPLE: Crew Scheduling shall normally contact a Flight Attendant by home phone or cell phone. The Flight Attendant must return the call to Crew Scheduling in a reasonable amount of time, not to exceed fifteen (15) minutes.

EXAMPLE: In the case of a Flight Attendant calling in sick on a reserve day and is scheduled to be on call the following day, Crew Scheduling should make an effort to wait until later in the day before calling the reserve to give a trip assignment (i.e., 1800).

3.
 - a. A trip picked up on a scheduled day off shall be added to his/her line guarantee.
 - b. A reserve cannot request to add a trip on the days they are scheduled on duty with the Company. However, dependent on reserve staffing and utilization, the Company may approve a trip add that would touch one (1) of their reserve days at the end or beginning of a reserve sequence.
4. Reserve Flight Attendants are protected under all provisions of this Agreement, unless otherwise specified.
5. A reserve may not be assigned a trip prior to twenty-four (24) hours before reporting time for the trip.
6. Reserves may not be called out without a specific flight assignment.

7. A reserve Flight Attendant not assigned for duty may be released by 1500 hours local time on the last day of his/her reserve sequence subject to operational requirements. In no case shall any reserve on the last day of a reserve sequence be released later than the departure time of the last Company flight leaving the domicile.
8. Once a reserve Flight Attendant reports for a trip, he/she is subject to the same Company and FAR guidelines as other Flight Attendants on the overnight. On the overnight a reserve assigned to a trip is free from reserve responsibilities but must adhere to the same FAR's and Company procedures as lineholders.
9. A reserve can designate days that they are willing to fly on their day off. These days shall be designated as Will Fly Days. A reserve that is called to fly on a Will Fly Day shall be paid above their guarantee.
10. Reserve List
The Company will make available, electronically, a list (updated as often as the system will allow) of reserve Flight Attendants, remaining days of reserve availability, reserve type and assigned trip(s) encompassing the seven (7) day window (current day plus six (6) days) or, if an electronic list is not made available, the Company will provide this information verbally if requested by a Flight Attendant. This list is intended to be informational only and flight attendants are not to use this information as a basis to initiate discussion with Crew Scheduling regarding approvals and/or denials.

J. Guaranteed Days Off

During the line adjustment period, any reserve (including Ready Reserves) may designate up to two (2) days off as guaranteed days off (GDO) per bid month. The GDOs must consist of consecutive days off.

1. A reserve may be contacted for an assignment by Crew Scheduling but need not be available for contact while on a GDO.
2. A reserve shall not be required to originate a trip while on a GDO.
3. A reserve may not be flown into a GDO. If out of base due to circumstances beyond the Company's control, a replacement GDO may be agreed upon. The reserve shall be returned to base, positive space, if deadheading, on the first online flight or as soon as the operation allows.
4. A GDO must be on a scheduled day off.

5. A reserve may not designate a GDO on the first three (3) days of any bid period.
 6. The Company must allow a minimum of one (1) GDO designation for each day of the bid period, with the exception of J.5. above. Requests shall be processed in seniority order.
- K. Reserve On-Call Periods
1. Reserve on-call duty periods of fourteen (14) hours shall be designated on the bid lines.
 2. A reserve is not obligated to be contactable outside of her/his designated reserve period.
 3. Crew Scheduling may determine that it is necessary to change a Flight Attendant's reserve shift. Flight Attendants affected shall be notified of the change by the end of the Flight Attendant's previous day's shift. In such cases, the Flight Attendant must have no less than nine (9) hours of actual rest immediately preceding and following the changed shift period. In no case, however, can the shift for the first day of a block of reserve days be changed without the Flight Attendant's consent. Crew Scheduling will use best efforts to keep a Reserve Flight Attendant on her/his originally assigned shift.
- L. Ready Reserve
1. The Company may designate no more than twenty-five percent (25%) of the total number of reserve positions in each domicile as "ready reserve" (RR). The twenty-five percent (25%) maximum shall be rounded to the nearest whole number.
 2. The Company may in its discretion (either during schedule integration or post-final bid award), assign a reserve to ready reserve to supplement uncovered shift(s) due to an absence. After the final bid awards, adjustments must be made no later than the day prior to the revised shift. When the ready reserve is absent and the Company seeks to cover the absence, the most junior Flight Attendant legal and available on reserve will be called to sit ready reserve. A reserve Flight Attendant assigned to a ready reserve shift will receive ready reserve pay. A reserve Flight Attendant assigned to a ready reserve shift who receives no assignment will receive ten (10) hours rest following the shift.
 3. A Ready Reserve bid line shall consist of Ready Reserve duty only.

4. A Ready Reserve bid line shall specify the time period the Flight Attendant is required to remain at the airport. Ready Reserve shifts shall consist of nine (9) hour periods, however this time period shall not exceed ten (10) continuous hours in a calendar day. The time period may be changed, so long as nine (9) hour notice is given by positive contact.
5.
 - a. A trip assignment must be assigned within the nine (9) hour Ready Reserve period. If there is no assignment within the nine (9) hours, the Flight Attendant shall be released until his/her next scheduled duty period. Flight Attendants are required to call Crew Scheduling to check in and to be released from duty.
 - b. If a trip assignment, or portion thereof, is completed prior to the end of the original nine (9) hour duty period, the Ready Reserve shall be required to return to Ready Reserve duty until the expiration of the nine (9) hour period, unless released by Crew Scheduling.
6. The maximum duty day for a Ready Reserve who receives a flight assignment shall be measured from his/her original report time at the airport.
7. A Flight Attendant shall not be resequenced if a Ready Reserve is on duty and unassigned, provided the Ready Reserve Flight Attendant is in position to cover the open flying and/or the Company is able to move the Ready Reserve into position without compromising the integrity of the schedule.
8. An assignment given to the Ready Reserve must be made during the nine (9) hour Ready Reserve period and must be scheduled to depart no later than one (1) hour after the nine (9) hour Ready Reserve period is scheduled to end. The Ready Reserve cannot be reassigned to a trip commencing after the one (1) hour window.
9. When more than one (1) Flight Attendant is sitting on Ready Reserve with the same duty times, Crew Scheduling shall use the following to determine the assignment of flying:
 - a. The Flight Attendant with the lowest number of hours.
 - b. The most senior Flight Attendant sitting Ready Reserve.
10.
 - a. The Company shall provide a clean, comfortable and quiet facility (selected by the Company) at the airport whenever possible or the Company may provide a single occupancy hotel room near the airport for the exclusive use of each Ready Reserve Flight Attendant.
 - b. A facility must be furnished with a TV, telephone, table and chairs and/or comfortable seating shall be provided.

M. Assignment of Uncovered Trips

When required in order to maintain the integrity of the schedule, a Flight Attendant shall be called in the following order:

1. A Flight Attendant on a time available status.
2. A Flight Attendant on long call status.
3. Flight Attendants who have indicated a desire to pick up open flying.
4. Flight Attendants who have indicated a desire to fly provided he/she has contacted Crew Scheduling on the day of availability.
5. All Reserves on duty (including Ready Reserves).
6. Drafting.
7. If time does not permit, Crew Scheduling shall use management to maintain on-time performance.

N. Drafting

1. Drafting means any time a Flight Attendant is assigned to a trip or portion thereof on a scheduled day off. After the above mentioned procedure has been followed, Flight Attendants on his/her day off may be subject to drafting in the following order:
 - a. The most junior Flight Attendant on a scheduled day off at the domicile.
 - b. The most junior Flight Attendant on a scheduled day off at another domicile.
2. a. A Flight Attendant shall not be drafted more than ten (10) times in a calendar year.
b. Once a Flight Attendant has reached the drafting cap(s) he/she may not be required to accept a draft.
3. a. A Flight Attendant shall be paid under the provisions of Section 6.K.
b. Crew Scheduling personnel shall identify themselves and declare that they are drafting. It is unacceptable to ask a Flight Attendant if he/she wants a trip; and if the answer is no, then declare drafting. The Flight Attendant shall tell the Crew Scheduler if he/she wants time and one-half (1 1/2) or another day off at time of draft.
c. Drafting can occur within twenty-four (24) hours of the start of the trip.
d. The Company tracking method for drafting shall be made available to the MEC President or his/her designee upon request.

O. Reroute / Resequence

1. A reroute is any time the Company makes a change to a Flight Attendant trip, excluding 11.O.2. below. A Flight Attendant on a rerouted trip shall be returned to his/her original trip as soon as possible.
2. A resequence occurs whenever a Flight Attendant is required to fly beyond (either prior to or after) his/her originally scheduled trip, provided it causes him/her to check in or check out at his/her domicile more than two (2) hours prior or two (2) hours after his/her scheduled times.
 - a. Time and one-half (1 1/2) shall be paid only for the additional block time prior to or after the two (2) hour windows.
 - b. Reserves (including Ready Reserves) shall be used prior to resequencing. If time does not permit, seniority should also be considered when resequencing on short notice. A Flight Attendant is resequenced if he/she is assigned additional flying after completion of his/her originally scheduled trip at his/her domicile or overnight station.
 - c. A Flight Attendant shall be notified of a reroute/resequenced in a timely manner whenever possible, in order for him/her to make alternate plans, if necessary.
 - d. A Flight Attendant shall only be resequenced on the day on which a trip operates.
3. Once a Flight Attendant has been drafted he/she is not entitled to resequencing pay for that trip(s).

P. Critical Flying

1. The Company may offer premium pay for certain trips.
2. Premium pay shall apply to a Flight Attendant who picks up flying on a scheduled day off.
3. Trips deemed critical shall be marked with a schedule code as designated by the Company.
4. Critical flying shall be paid at time and one-half (1 1/2) at the Flight Attendant's hourly rate.

5. A Flight Attendant shall not receive critical flying pay when they trade a trip over the same days as the trip deemed critical by the Company.

EXAMPLE: A Flight Attendant trades or drops a three (3) day trip and picks up a four (4) day trip deemed critical by the Company. The one (1) day that operates on the Flight Attendant's original day off shall be paid critical flying pay.

6. The Company may designate a trip as Critical at any time.

- Q. A Flight Attendant may be released from the final deadhead and terminate his/her duty day at an outstation by calling Crew Scheduling and requesting to be released prior to the last deadhead segment. A Flight Attendant shall be pay protected for any deadhead dropped. Denial shall not be unreasonably withheld. A deadhead shall be released at the Company's discretion.
- R. A Flight Attendant who is prevented from returning to his/her domicile at the end of a trip pairing as a result of weather or mechanical may, at the Company's option, be returned to domicile on the next flight. If the Company does not require the Flight Attendant to remain with the aircraft, it shall make a reasonable effort to return the Flight Attendant to his/her domicile at the earliest reasonable opportunity. At the Flight Attendant's option, they may request to be released with no loss of pay.
- S. Should the Company move forward with implementing a means to automate the processing of crewmember initiated schedule adjustment requests the parties agree to meet and discuss implementation of such process.

SECTION 12 ◆ TRAINING

- A. A Flight Attendant shall be scheduled for no more than nine (9) hours ground training per day, including meal periods. The availability of the class and the availability of scheduled equipment may affect the actual hours of the training.

EXAMPLE: A class is scheduled to run from 0800 to 1730 including thirty (:30) minutes for lunch. As a result of the late arrival of an aircraft that had been originally scheduled at 1500, the class does not end until 1900. Flight Attendants originally scheduled to fly the following day shall have their ability to operate such a trip evaluated based on their revised off duty time as a result of the training.

EXAMPLE: A class was originally scheduled for a one and one-half (1 1/2) day session. This session would be worth five and one-quarter (5 1/4) hours of credit. As a result of the availability of equipment and the size of the class, the session is completed voluntarily on the part of the Instructor and Flight Attendants in one (1) twelve (12) hour session. The Flight Attendants shall be paid for the full five and one-quarter (5 1/4) hours credit even though it was completed in one (1) day. Per diem, if applicable, shall be paid for actual hours away from domicile.

- B. 1. When more than fifty percent (50%) of the domicile is scheduled to participate in training known to exist at the time schedules are built, training shall be built into each line of flying, and removed, if necessary (e.g., Flight Attendant has already completed the training, etc.), during the period between the posting of the awards and the issuance of the final published bid awards.
2. If fifty percent (50%) or less of the domicile is scheduled to participate, training dates shall be noted on the bid schedule, with the name and date(s) of training shown. It is further understood that dates for training implies consecutive dates and not either/or dates.

3. Once a final bid is awarded and a Flight Attendant needs to be scheduled or rescheduled for training, all trips which conflict with training shall be dropped. The Flight Attendant shall participate in training on days as scheduled and shall be available in accordance with standard time available provisions on days over which his/her trips would have operated. If training is canceled after the final bid award is published, the Flight Attendant shall be placed on time available status and if assigned a trip shall be returned within three (3) hours of when training was scheduled to end. If training times are not scheduled, 1700 shall be considered the end of the training day. The Flight Attendant shall be credited with his/her line guarantee or the actual credited time accrued, whichever is greater, during this period.
4. The Company will communicate the times training is scheduled to begin and scheduled to end and the location of the training.
5. If, due to operational requirements or a disruption of the operation, a Flight Attendant on a scheduled deadhead arrives late for training and is required to make-up that portion of the training missed on a different date, the following shall apply:
 - a. Any required training that can be accomplished within the established check-in time frames without inhibiting normal duties, procedures or responsibilities shall be conducted during those time frames without any additional cost to the Company.
 - b. Any required training conducted outside of the established check-in or check-out times shall be offered to the Flight Attendant on a voluntary basis. This additional training shall be paid according to the current Agreement.
 - c. If the Flight Attendant chooses not to attend training prior to or after scheduled check-in or check-out times or if the required training cannot be accommodated during the scheduled check-in or check-out times the Company can remove the Flight Attendant from a scheduled trip or portion thereof to accomplish the training. The Flight Attendant shall be paid according to the current Agreement.
 - d. Nothing in this Agreement prohibits the Flight Attendant and the Inflight Training Department from completing the required training on a mutually agreed to regular day off. The Flight Attendant shall be paid training pay over and above his/her scheduled line guarantee according to the current Agreement.

- e. If a Flight Attendant not traveling on a scheduled deadhead is late to training, the make-up training shall be scheduled at the discretion of the Company.
- f. If unexpected training is necessary after the final bid award is published, the Flight Attendant shall attend training on days as scheduled and shall be on time available on other days over which trips would have operated. The Flight Attendant shall be credited with the value of the trips dropped or total credited time, whichever is greater.
- g. If the training is built into all schedules and such training is not required for the individual on a particular line, the training shall be dropped from that line and no credit shall be given.

EXAMPLE: All lines have a two (2) day ground school built into them. The Flight Attendant awarded Line 906 has already completed the school, or is for some other reason not required to attend. The line was originally built for seventy-five (75:00) hours including the seven (7:00) hours of training. The training shall be dropped and the line guarantee shall be shown as seventy (70:00) hours.

- C. 1. A Flight Attendant shall be provided positive space transportation in accordance with standard AWA policies whenever the Company requires training out of domicile.
2. When an off-site training facility is utilized the Company shall ensure a means of transportation is available to the facility for those Flight Attendants not in domicile.
3. Flight Attendants who are in domicile but require transportation from the airport to present off-site facility shall be reimbursed up to five dollars (\$5.00) if the only option available to them is public transportation. If other off-site training locations are utilized in the future the Company shall meet with the Union to establish transportation.
- D. Accommodations, expenses, and scheduled deadhead time for a Flight Attendant required to leave his/her domicile for training shall be paid in accordance with Sections 6 and 7 of this Agreement, provided that the training is completed as scheduled by the Company.

- E. A Flight Attendant shall not be required to return from vacation for any required training. A Flight Attendant on a leave status, not as a result of illness or injury that would preclude participation in classroom activities, shall be expected to attend all training. A Flight Attendant voluntarily returning for training shall be paid in accordance with the provisions of this Agreement (i.e., training pay and per diem and deadhead, if applicable).
- F. Classroom training, other than that which is necessary based on the availability of aircraft, shall not be scheduled between the hours of 0000 and 0800.
- G. For the purpose of legal rest requirements and maximum duty periods, a Flight Attendant shall be considered on duty during any time he/she is required to attend training.
 - 1. The Company shall not keep the Flight Attendant on duty in excess of fourteen (14) hours from the time training commences.
 - 2. Flight Attendants shall be given the contractual required rest after training is complete.
 - 3. Flight Attendants shall be paid according to the Agreement if Flight Attendants are scheduled for an additional day of training.
 - 4. Training that is extended into a Flight Attendant's day off shall result in another day off for the affected Flight Attendant.
 - 5. Flight Attendants shall not be scheduled for work including training for a period of time greater than six (6) calendar days.
 - 6. Flight Attendants required to deadhead to and from training shall be paid in accordance with contractual deadhead pay provisions.
 - 7. Aircraft availability is always considered when scheduling training.
 - 8. Safety mats shall be secured for training sessions.
 - 9. The Company shall guarantee a Flight Attendant minimum day pay guarantee when deadheading to or from training.
- H. A Flight Attendant who has completed initial training shall not be required to pay for training required or conducted by the Company.
- I. The provisions of this Section do not apply to new hires in initial training.

- J. In the event a Flight Attendant is relieved of duties on an assigned flight or is replaced by a Flight Attendant training instructor, supervisor, or trainee, such Flight Attendant shall be paid for the scheduled flight time lost. If the need arises, for the purpose of training, or competency check flight, to remove a Flight Attendant from a trip, it shall be in seniority order. In the event the Company displaces a Flight Attendant for IOE training or any other training, he/she shall be notified that he/she shall lose the trip rig time for the trip. The Flight Attendant shall be given the option to accept the replacement offered.
- K. Flight Attendants shall be notified of all training events electronically. In addition, any changes to the location or times shall be available through Crew Scheduling.
- L. When a duty period consists of both a training period and a deadhead period without a legal rest between, that duty period shall be less than thirteen (13) hours if it is possible to so schedule. If it is not possible to schedule, said duty period shall be as close to thirteen (13) hours as possible. However, said duty period shall not exceed fifteen (15) hours without the prior approval of the Union, on a case-by-case basis.

SECTION 13 ◆ SENIORITY

A. Accrual

1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
2. Seniority shall begin to accrue from the date a Flight Attendant commences Company Flight Attendant training. A seniority number shall be assigned when the Flight Attendant successfully completes the initial FAA approved training course.

EXAMPLE: A trainee begins class and as a result of illness, family emergency, or other reason, is dropped or removed from the class. If the trainee is brought into a later class either alone or with other trainees, he/she shall be assigned a seniority date and seniority number in accordance with his/her position in the new class. He/she shall not be given any credit for any time spent in an earlier training session.

3. In the event that more than one (1) Flight Attendant has the same date of hire, the oldest Flight Attendant as determined by date of birth shall appear first on the seniority list.

B. Probation

A Flight Attendant shall be on probation for the first seven (7) months of continuous active service with the Company as a Flight Attendant beginning on the date training commences. Termination of a probationary Flight Attendant shall not be subject to the Grievance Procedure and System Board of Adjustment.

C. Posting of Seniority List

1. The Company shall post the System Seniority List electronically on the Flight Attendants' section of the Company's internal website. This list shall be updated each January 1st and July 1st. The Company shall send a "Must Read" notification of each posting to every Flight Attendant.
2. Each Flight Attendant shall be permitted a period of thirty (30) days after the posting of the System Seniority List in which to protest in writing to the Company any alleged omission or incorrect posting affecting his/her seniority.
3. A Flight Attendant returning to work after a leave or furlough who was not notified at his/her last address on file, of the issuance of the list shall be given ten (10) days upon his/her return to initiate a protest of the list, unless a copy of the updated seniority list was mailed to his/her last address on file.

4. A Flight Attendant making no protest within the time specified is bound by the list and has no further recourse.
- D. Loss of Seniority
1. Seniority shall be lost when a Flight Attendant resigns or retires, is discharged for just cause, fails to report for duty upon expiration of leave of absence, or remains in continuous furlough status for a period in excess of five (5) years.
 2. A Flight Attendant is considered to have resigned at the time he/she submits his/her written resignation to the Company. During the period of his/her resignation being submitted to the Company and his/her last day of work, he/she may request that the resignation be withdrawn or the effective date extended, through a formal written request to a member of the Inflight Management team. It shall be the determination of the Vice President of Inflight and Customer Service and Managing Director of Human Resources whether to accept the request to have the resignation withdrawn or the period of time for implementation extended. The Company is under no obligation to do so, and the decision shall be made on an individual basis. No acceptance of such a request shall be deemed a precedent setting for future instances. Once the effective date of the resignation has passed the loss of seniority shall be final unless the Company and the Union mutually agree otherwise. Verbal notices of resignation or written notices to other than designated personnel are not considered as binding and are not considered sufficient in terms of providing required notice.
- EXAMPLE: A Flight Attendant calls his/her Supervisor on June 1st, and tells him/her, "I'll be leaving on June 15th, so this is my two (2) weeks' notice. My next trip isn't until the 5th, so I'll drop my written notice off at that time." This shall be deemed as official notification of resignation. If the Flight Attendant brings in his/her written notice on the 5th showing the 15th as his/her last day, he/she shall be considered to have resigned with proper notice and accrued vacation shall be given to him/her.

EXAMPLE: A Flight Attendant formally gives written notice of his/her resignation on June 1st. His/her last date of flying is June 30th. On June 11th, he/she resubmits his/her resignation with an effective date of June 25th. He/she is considered to have given sufficient notice and shall be paid all applicable vacation.

E. Transfer to Non-Flying or Supervisory Duties

1. A Flight Attendant who transfers to supervisory or instructional duties within the Inflight Services Department shall retain and continue to accrue seniority as a Flight Attendant for five (5) years. After five (5) years of management service, a Flight Attendant shall retain but not accrue seniority as a Flight Attendant.
2. A Flight Attendant who transfers to another department or position other than supervisory or instructional duties shall retain, but shall not accrue seniority for a period of twelve (12) months. After twelve (12) months, the Flight Attendant shall be removed from the System Seniority List.
3. Upon return to duty from a supervisory or non-flying position, other than temporary assignments, the Flight Attendant shall be permitted to exercise seniority to bid for any available vacancy. If there are no vacancies, he/she may not exercise his/her seniority and displace the most junior Flight Attendant on the system. He/she shall be considered on furlough until there is a vacancy.
4. Persons who would otherwise lose seniority under this Section may not return to the line for a brief period in order to circumvent the provisions of this Agreement.

F. General

Seniority shall govern all Flight Attendants in the case of bidding rights, reduction in force, recall after furlough, vacation preferences and domicile assignments, provided, however, that in the case of emergency such as strikes or other causes considered beyond the control of the Company seniority for furloughs shall not apply. Monthly bidding of flying shall be awarded in accordance with his/her preference in order of system seniority at his/her domicile.

SECTION 14 ♦ LEAVES OF ABSENCE

- A. The Company, at its discretion, will use best efforts to offer any of the following leaves of absence, or combination of leaves, based on Company or Flight Attendant needs:
1. Flight Attendant Requested Personal Leave of Absence - A Flight Attendant may, upon proper application to the Company, be granted a leave of absence not in excess of thirty (30) days. Such leave may be extended upon the approval of the Company for additional periods not to exceed thirty (30) days each. As long as staffing levels permit, a leave of absence shall generally be approved. A leave of absence shall be offered prior to any furlough.
 2. Company Offered Personal Leave of Absence - The Company may offer Personal Leaves of Absence for an entire bid period, not to exceed fifty percent (50%) of the known TOWOP available. Such leaves shall be granted in seniority order. Flight Attendants accepting such leaves shall retain and accrue all benefits, seniority and longevity as if he/she had been awarded TOWOP for an entire bid period.
 3. Educational Leave of Absence - A Flight Attendant with a minimum of five (5) years of service to the Company requesting an educational leave of absence must specify the entire period he/she wishes to be on leave with a minimum of four (4) months, not to exceed one (1) year. Proof of enrollment shall be provided each semester. A Flight Attendant granted an education leave of absence shall retain but not accrue longevity for pay and vacation purposes. The Flight Attendant shall not accrue sick and/or vacation during the educational leave. Non-revenue benefits shall be according to Company policy. All Company paid benefits are suspended upon commencement of an educational leave. An educational leave of absence shall not be canceled by the Company except in an emergency situation. A Flight Attendant shall only be allowed to return to active status at the start of a bid period, and is required to give a sixty (60) day notice of intention to return.
 4. a. Company Convenience Leave (CCL) - The number and duration of such leaves shall be determined by the Company. An estimate of the number of CCLs available by base shall be posted by the Company.

- b. Convenience leaves shall be granted in seniority order within each base except that the Company may elect to award longer duration convenience leaves prior to any shorter duration convenience leaves. In the event that such leaves remain available following the established leave deadline, such leaves shall be granted on a first come, first served basis.
 - c. CCL may be subject to cancellation by the Company with thirty (30) calendar day notice. Such cancellation shall first be offered in seniority order and then forced in reverse seniority order.
 - d. At a Flight Attendant's request, the Union and Company may mutually agree to cancel the leave due to circumstances that would cause the Flight Attendant a hardship.
 - e. A Flight Attendant must be on, or projected to be on, active status on the date the leave is scheduled to begin and shall provide appropriate documentation prior to the time such leave is to be awarded.
 - f. A Flight Attendant shall continue to retain and accrue seniority while on a CCL.
5. The determination on whether to grant leaves for reasons other than described in the Agreement shall be at the sole discretion of the management of the Company, based on each individual case and the current staffing levels of the department at the time the leave is requested. For all leaves of absences, a Flight Attendant shall retain and accrue seniority except for pay purposes.
- B. A Flight Attendant on leave because of sickness or injury shall retain and continue to accrue his/her seniority until he/she is able to return to duty or for a maximum of three (3) years unless the medical prognosis is such that the Flight Attendant shall be able to return to work with no restrictions within a reasonable period of time.
- C. Maternity Program
- 1. a. As soon as practical upon confirmation of a pregnancy, the Flight Attendant must furnish the Company with a letter from her physician indicating the expected due date of the child and her ability to perform all duties required of her position. A form letter shall be provided by the Company for this purpose and must be signed by the physician no later than the beginning of the fourth month of the pregnancy.

- b. The Flight Attendant must then provide a letter as described at each point in which the physician has recommended an additional evaluation.
- 2. a. Flight Attendants shall continue to fly until such time as a letter from her physician is provided indicating an inability to perform the duties as required.
 - b. The Company may require a physical examination in accordance with Section 20, at any time during or after the pregnancy, if a question arises concerning the Flight Attendant's ability to perform duties as required.
- 3. Upon termination of the pregnancy, the Flight Attendant shall provide a letter from her physician indicating the date on which she shall be physically able to resume Flight Attendant duties.
- 4. A Flight Attendant may request and shall be granted a ninety (90) day unpaid leave of absence from the date of the birth of her child. A request for such leave must be made within ten (10) calendar days after the birth of the child. If, during this period, the Flight Attendant is physically unable to perform Flight Attendant duties the Flight Attendant shall be granted any benefits or compensation to which she is entitled.
 - a. The ninety (90) day provision is based on date of birth, and cannot be extended for any reason.
 - b. Upon activation of the non-pay status the Flight Attendant shall be advised and billed on schedule for maintaining the insurance provisions that may be used during this period.
 - c. Nothing in the Agreement prohibits the Flight Attendant from returning to active service earlier than six (6) weeks upon release by her physician, or to request and be granted a leave of less than ninety (90) days under the same conditions. However, the request for such a leave, even if less than ninety (90) days must be submitted within ten (10) days of the birth.

- EXAMPLE 1:** A Flight Attendant gives birth to her child on February 1. Within ten (10) days of the birth she requests to use her ninety (90) day unpaid leave of absence. The Company shall expect a release from her physician at six (6) weeks that informs the Company of her ability to return to work, or defines why she would not be able to resume her duties. If the release is given, the Flight Attendant shall be placed on a non-paid status from that date through the 90th day after the birth. At that time she shall be expected to return to work.
- EXAMPLE 2:** A Flight Attendant gives birth to her child on February 1. She does not request any additional leave in connection with the birth. Upon seeing her physician at six (6) weeks, she is informed that she cannot return to work. She shall remain on disability up to a maximum of six (6) months from the date on which she stopped flying as a result of the pregnancy. She shall return to work when the doctor releases her.
- EXAMPLE 3:** A Flight Attendant gives birth to her child on February 1. Within ten (10) days of the birth she requests to use her ninety (90) day unpaid leave of absence. At six (6) weeks her physician informs her that she is unable to return to work. She shall continue on her disability (to a maximum of six (6) months from the date on which she stopped flying in connection with the pregnancy). At ten (10) weeks her physician releases her. She shall begin her non-pay status at that point and it may continue until ninety (90) days after the birth of the child.

5. A Flight Attendant's spouse, domestic partner or surrogate who is giving birth shall, upon the request and irrespective of staffing levels, be granted a Personal Leave of Absence in accordance with Paragraph A above, if FMLA is not available (i.e., is exhausted, ineligible, or not applicable).
- D. 1. a. In the case of death of a member of the immediate family (spouse, domestic partner on file with Human Resources, children, father, mother, sister, brother, mother-in-law, father-in-law, sister-in law, brother-in-law, Flight Attendant's grandparents, legal dependents), a Flight Attendant shall be allowed time off. The Company shall grant up to four (4) consecutive work days off with pay in conjunction with the death, funeral or memorial service. If additional time off is granted in connection with the death, the time dropped will be without pay and would be deducted from all guarantees.
- b. A Flight Attendant may request that a previously scheduled vacation be moved to the period immediately following the bereavement leave.
2. a. Pay in connection with bereavement leave shall be in conjunction with trips that are part of the Flight Attendant's bid schedule. Trips included as a result of trades shall be paid as they had appeared on the Flight Attendant's schedule. Reserves will be paid the greater of a minimum days or the value of a trip assigned or picked up prior to date on which the event triggering bereavement leave occurs for each work day of bereavement leave as referenced in D.1.a.
 - b. The Flight Attendant shall not be eligible for bereavement pay if he/she is on vacation, furlough, and any kind of personal leave, sick or worker's compensation leave, or was not previously scheduled to fly. However, notwithstanding any other limitation(s), a Flight Attendant on leave of absence shall be permitted pass travel to attend the funeral.

3. a. In the event of death or critical illness of other relatives, the Company shall, contingent upon operational needs, allow the Flight Attendant time off without pay. The Company understands that exceptional circumstances or relationships might exist that would warrant providing bereavement leave on a non-pay status under certain circumstances. If staffing levels permit, Crew Scheduling may release or approve trades outside of normal established guidelines in order to accommodate such requests. These requests shall be handled on an individual basis only and shall not be considered precedent setting for any other occurrences.
b. A Flight Attendant may request to move a previously scheduled vacation to the period immediately following the bereavement leave.
- E. On showing satisfactory evidence of the amount received for jury duty, the Company shall reimburse the Flight Attendant for the difference between his/her earnings for any trips/reserve days missed for each day of jury duty on which the Flight Attendant had been previously scheduled to fly, less the amount received for jury duty. The Flight Attendant will notify the Company when he/she has completed jury duty and she/he will be returned to her/his schedule if possible. The Flight Attendant must submit the court check receipt to the Payroll Department. The application of this provision shall not cause the Flight Attendant to receive less than the Minimum Monthly Guarantee.
- F. 1. Family medical leaves will be granted in accordance with State and/or Federal Family and Medical Leave Act (FMLA) or other existing applicable State or Federal regulations. The intent of Family Medical Leave is to allow employees to take job-protected leave for specified family and medical reasons. Eligibility is based on time of service and hours that were worked or have been paid.
2. A Flight Attendant on approved Union leave shall have those hours counted as hours on duty for purposes of family medical leave eligibility.
3. Twelve (12) weeks of leave are available for eligible employees each calendar year, unless modified by state and/or federal law.
- G. A Flight Attendant granted an unpaid leave of absence may continue his/her hospitalization, life, dental and disability income protection, but must pay the monthly premium to the Company. It is the responsibility of the Flight Attendant to make necessary payment to Benefits Department or other designated party in connection with this provision of the Agreement.

- H. A Flight Attendant elected or appointed as a Union Official, representative, or delegate shall be granted a leave or leaves of absence for the term of the appointment. Details of the length of the term must be submitted to the Company, in writing, at least thirty (30) days prior to the start of the assignment when possible. This leave will be without pay and the Flight Attendant shall be guaranteed reemployment at the end of such period(s) with the same seniority rights as if he/she had been continuously employed. He/she shall also maintain seniority accrual for vacation bidding and longevity rights, but will not accrue sick or vacation time while on a union leave of absence. A Flight Attendant on Union leave of absence will be eligible to participate in insurance and 401k programs established by this Agreement. The participation in these programs will be at no cost to the Company. A Flight Attendant on a Union leave of absence shall not receive benefits from other Company-sponsored programs, except that such employee shall be eligible for free and or reduced transportation privileges, if allowed by the Company's marketing partners. A Flight Attendant on a union leave of absence will agree to stay current by attending annual Flight Attendant training at no cost to the Company. The decision on whether to grant such leaves will be at the sole discretion of the Company.
- I. 1. A Flight Attendant returning from any illness, injury or leave of absence of any type, who submits his/her medical release prior to the closing of the bid and who shall be available for the entire bid month, shall bid for the month returning and be awarded a prorated line guarantee commencing on the date of return. The Flight Attendant shall have notified the Company of the intent to return by the first of the month proceeding the bid month. The Company must receive confirmation of the medical release by close of bid.
2. When a Flight Attendant has not been awarded a line of time due to an extended medical leave, etc., and returns to duty, the Company shall construct a line of time for the remainder of the month, honoring, to the extent possible, the Flight Attendant's requests. His/her days off and pay shall be prorated based on the number of days he/she is available. The Flight Attendant's line shall contain scheduled trips to the extent possible. If there are insufficient trips in open time to build a complete line, the line may be augmented with reserve days. If reserve days are a part of the line, and if he/she has enough seniority to hold a regular line or relief line, he/she shall be afforded a twenty-four (24) hour call out for any RSV trips assigned. If the Flight Attendant would have been awarded a reserve line based on seniority, then he/she shall be allowed to choose a reserve line.

- J. A Flight Attendant may pay his/her monthly health care premium while on an approved FMLA qualified Worker's Compensation Leave of Absence for a ninety (90) day period of time.
- K. Upon request, the Company will provide the AFA MEC President with a list of Flight Attendants who are currently on a no pay status due to an approved leave of absence for the purpose of union dues collection.

SECTION 15 ♦ TIME OFF WITHOUT PAY

- A. 1. The purpose of Time Off Without Pay is to balance the workforce during periods of overstaffing at a specific domicile or throughout the system and to minimize Flight Attendant furloughs. The Company shall not staff in order to provide TOWOP under any circumstances.
 - 2. Crew Scheduling may specify specific weeks or exclude specific weeks and/or days from TOWOP availability. The needs of the operation shall determine when TOWOP is available. TOWOP is not intended to be used in order to circumvent the normal seniority system. The Company shall utilize TOWOP in order to avoid furloughs on a local or system wide basis.
- B. 1. When the requirements of service permit, the Company may offer time off without pay. Time off shall be offered in seniority order within the domicile where such time exists. The Flight Attendant may take a maximum of sixty (60) days of TOWOP in a calendar year provided that TOWOP in excess of thirty (30) days shall be approved only after others in the domicile who have used fewer than thirty (30) days have been offered such time, regardless of seniority.
 - 2. TOWOP is awarded on a domicile basis, but is assessed against an individual on a system basis. Therefore, a Flight Attendant who has taken his/her maximum time off at one (1) domicile, does not, if he/she transfers during the year, have the ability to use any additional days at the new domicile if someone who has not reached that level requests time off.
 - 3. Use of TOWOP is meant to be made available in an equitable manner. If all personnel who are requesting TOWOP have used in excess of the maximum allowed, it shall be given to the Flight Attendant who has used the least amount of time to that point. If all Flight Attendants requesting the time off have an equal amount used, the awarding shall be done in seniority order.
- C. A Flight Attendant granted time off without pay shall retain and continue to accrue seniority and normal fringe benefits during such time off including Company paid parking.

- D. A minimum of five (5) days TOWOP must be taken whenever such time is requested. No more than one (1) period of TOWOP shall be permitted in the month unless two (2) separate periods are requested in connection with a period of vacation that would permit a continuous period off. In any case the minimum period must remain five (5) days. A period of fewer than five (5) days is only permitted in the case of a second period in the month that would complete a continuous period off such as at the end of the month.

EXAMPLE: A domicile is overstaffed for the month of April and TOWOP is offered in order to reduce the required staff by one line worth of time, the Flight Attendant with bidding position #5 requests to take the 1st through the 15th off. The Flight Attendant bidding position #9 requests to take the 5th through the 11th off. The Flight Attendant with bidding position #12 requests to take the 16th through the 30th off. Flight Attendants with bidding position #5 and #12 shall be granted their requests. Since the period from the 5th through the 11th cannot be accommodated since two (2) people would be off simultaneously, the #9 bidding position bid would not be honored.

EXAMPLE: A Flight Attendant has vacation from the 4th through the 12th of the month. TOWOP is available at the domicile and he/she requests the period from the 1st through the 3rd off and from the 13th through the last day of the month. This request shall be granted if he/she was able to hold the time in accordance with his/her seniority.

- E. Flight Attendants may not work trips during a period of TOWOP; however, ground assignments, such as training or other non-flight promotions shall be permitted.

1. Flight Attendant shall be permitted to work special assignments and participate in training during periods of TOWOP, but cannot pick up trips from open flying during this period.
2. A Flight Attendant that has been awarded TOWOP shall have his/her guarantee reduced by the hours dropped for TOWOP.
3. A Flight Attendant may fall below the forty-five (45) hour minimum cap if he/she has been awarded TOWOP during the month.

4. When TOWOP is offered and a Flight Attendant bids for TOWOP they understand that the time dropped is without pay. In some cases, it is impossible to split a Flight Attendant in and out of a trip due to the pairing. The Company understands that a Flight Attendant shall be split in and out of a trip when TOWOP is awarded, as long as it does not create additional cost to the Company and the trip can be split. The Company shall not reimburse those Flight Attendants who cannot be split back into their trip because of the above mentioned reasons.

SECTION 16 ♦ FURLOUGH, DISPLACEMENT AND RECALL

A. Furlough and Displacement

1. When a furlough becomes necessary the Company shall initially offer Flight Attendants the opportunity for a voluntary furlough in order of seniority at the domicile where the furlough is necessary. The Flight Attendant on voluntary furlough is then subject to all of the conditions that would be applicable to a Flight Attendant on a non-voluntary furlough.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants shall be furloughed in inverse order of seniority at the domicile where the furlough is necessary.
3. A Flight Attendant who is furloughed may displace the most junior Flight Attendant in any domicile provided he/she is senior to such Flight Attendant.
4. Prior to displacement at a domicile or furloughing the most junior Flight Attendant on the system, requests for furloughs shall be considered in accordance with the provisions of this Section.
5. The Company retains the right to establish the procedures and time parameters for determining an individual's preference for voluntary furlough. In no event shall the Flight Attendant have fewer than forty-eight (48) hours to exercise a decision if the option is offered.
6. Flight Attendants to be furloughed or displaced shall be notified in writing via the Company e-mail. Flight Attendants shall be given twelve (12) days' notice of furlough or displacement, except in cases of emergency, strikes, acts of God, or other causes beyond the control of the Company.

B. Recall

1. A Flight Attendant who is furloughed and subsequently recalled shall retain, and accrue, seniority during the furlough whether voluntary or involuntary.
2. A Flight Attendant, if he/she keeps the Company advised of his/her address, shall be recalled in order of seniority provided that, at the end of five (5) years from the date of furlough, a Flight Attendant who has not been recalled shall forfeit his/her seniority and shall not be entitled to recall.
3. If recalled, and a Flight Attendant reports for duty, in a period of less than a month from furlough, the Flight Attendant shall receive associated benefits retroactive to the day of furlough and shall receive no less than his/her monthly guarantee for any portion of the month.

4. A Flight Attendant who has two (2) or more years seniority, who accepts a voluntary furlough and is recalled to a domicile other than the one that he/she was furloughed from, shall be paid a moving allowance of three hundred dollars (\$300.00) payable on the first (1st) pay day after reporting to the new location.

EXAMPLE: A Flight Attendant furloughed with one (1) year seniority, who is furloughed for sixteen (16) months, is eligible for this payment since he/she has accrued seniority while on furlough.

5. A Flight Attendant who has entered into a full time educational program while on furlough and who receives notice of recall before said program is completed, shall be placed on a personal leave of absence commencing with the date of recall until the end of the current quarter/semester. The Flight Attendant must provide proof that she/he was already enrolled in the educational program prior to having received recall notification.

C. General

1. a. All Flight Attendants furloughed by the Company shall indicate his/her preferred method of notification of recall from the options in C.2. below and shall file proper postal and/or email addresses with the Company at the time of furlough. Any change in address must be supplied to the Company promptly. If the employee fails to respond within the appropriate time period following the posting of a notice of recall (whether by U.S. Mail or email) there shall be no further obligation from the Company to recall an employee.
b. The MEC President will be notified of any recalls from furlough.
2. Recall Notification Options
 - a. In written form via Certified mail, Return Receipt Requested
 - b. Email sent to the Flight Attendant's personal email address.
3. A Flight Attendant shall be notified by the Company of his/her recall with the Company in accordance with the preference indicated.
 - a. After delivery of such notice to the last address on file with the Company, the Flight Attendant who has elected option C.2.a. above shall be allowed a period of five (5) days within which to notify the Company of his/her intent to return to duty.

- b. A Flight Attendant who has elected option C.2.b. above shall be allowed a period of ten (10) days from the date the email was sent within which to notify the Company of his/her intent to return to duty.
- 4. A furloughed Flight Attendant shall be allowed fourteen (14) days after delivery of the notice to recall to report for duty at the domicile specified by the Company. The Company may extend this period of time to return to active duty. However, if a furlough has been in effect for less than thirty (30) days at the time of recall the Flight Attendant must report prior to the thirtieth (30th) day in order to receive retroactive benefits as outlined in Paragraph B.3. above.
- 5. Flight Attendants furloughed due to emergencies, strikes, acts of God, or other causes beyond the control of the Company shall be allowed twenty-four (24) hours after notification of recall to return to active service to his/her domicile.
- 6. A furloughed Flight Attendant may continue his/her hospitalization for a period of eighteen (18) months, but must pay the monthly premium to the Company in advance.
- 7. A displaced Flight Attendant requiring a move from one domicile to another shall normally be given not fewer than twelve (12) days from the date the assignment is given to report to the domicile. If a Flight Attendant is required to report to the new domicile in fewer than twelve (12) days, he/she shall be paid reasonable expenses from the day he/she is required to report to the new domicile up to the 12th day after the displacement.

EXAMPLE: A Flight Attendant that resides in a city where a domicile is located and who subsequently bids or is assigned to that city, may not claim any compensation for a period of moving since he/she already is supposed to have living accommodations in that area.

SECTION 17 ◆ FILLING OF VACANCIES

A. Awarding of Permanent Vacancies

1. A permanent vacancy shall be any vacancy (not caused by maternity leave, medical leave or other leaves) anticipated to exist for longer than ninety (90) days. Any other vacancy shall be classified as temporary.
2. The Company shall institute a permanent bid system. The Flight Attendant shall be required to submit a permanent bid to the Company on the appropriate form or in writing via electronic communications. The Flight Attendant shall have the right to submit a transfer request (or revised permanent bid) on the appropriate form or in writing via electronic communications before the twenty-fifth (25th) of each month. Inflight management shall advise Flight Attendants who request information on anticipated openings with accurate information if it is known, however, the responsibility for an individual Flight Attendant to maintain a record of his/her current permanent bid status, and to update it during the period specified is his/her own.
3. In the event that a vacancy occurs, the Company shall award openings to the senior Flight Attendant indicating a preference for the location of the vacancy based on the permanent bid. The Flight Attendant shall be advised in writing via electronic communications. A Flight Attendant advised of an award may not refuse such an assignment. Additionally, it should be noted that the awarding is not necessarily for the next bid period.

EXAMPLE: A Flight Attendant has on file a permanent bid indicating preference for assignment to the ATW domicile. On June 15th, he/she is advised that he/she has been awarded the position effective August 1st. He/she cannot refuse the assignment by submitting a new bid between the 1st and 25th of July and claim that all bids should be reviewed on the 26th of July.

4. Any vacancy that is not bid through the permanent bid system shall be assigned to the most junior Flight Attendant, or at the Company's discretion, by hiring a new Flight Attendant.

5. A Flight Attendant who is awarded a permanent vacancy pursuant to a voluntary bid may be required to remain in that vacancy for sixty (60) days from the effective date of that vacancy. A Flight Attendant who is awarded a vacancy based on the number one choice as shown on their permanent bid may be required to remain in that domicile for sixty (60) days from the effective date. This does not apply to a Flight Attendant who has been displaced to the domicile, or has been assigned other than his/her first choice.
6. A Flight Attendant awarded or assigned to fill a permanent vacancy which requires moving from one domicile to another shall normally be given not less than twelve (12) days from the date the other award or assignment is given to report to the domicile. If a Flight Attendant is required to report to the new domicile in less than twelve (12) days, he/she shall be paid reasonable expenses from the day he/she is required to report to the new domicile up to the 12th day after the award or assignment in accordance with Section 16.C.7.
7. A Flight Attendant who has been awarded a transfer (voluntary), and has elected to move to the domicile, shall have their schedule adjusted by mutual agreement with the Company to allow for five (5) consecutive unpaid days off (which may be arranged inclusive of scheduled days off) to search for a residence and to arrange for the moving of household goods. These days off shall be arranged in conjunction with scheduled days off.
8.
 - a. A Flight Attendant who has been assigned a transfer (involuntary), and has elected to move to the domicile, shall have their schedule adjusted by mutual agreement with the Company to allow for up to five (5) paid days off to search for a residence and to arrange for moving of household goods. These five (5) days shall be arranged inclusive of scheduled days off.
 - b. Crew Scheduling shall attempt to secure the five (5) consecutive days off inclusive of existing days off. Generally, these days shall be prior to the travel date, unless the Flight Attendant requests otherwise. Crew Scheduling's primary responsibility is to ensure the maintenance of the schedule. They shall, however, do everything reasonable and practical in order to assist the Flight Attendant in providing sufficient time with which to make the required move. Any additional time that can be accommodated, but would require the dropping of additional time shall be deducted from the Flight Attendant's line guarantee.

- c. There must be an actual move required in order to make this time off provision available to the Flight Attendant. If a Flight Attendant is already in residence at the domicile to which he/she is assigned, or if it is his/her stated intent not to reside at the domicile city, the Company is under no obligation to provide the time off provided in the Agreement. The Flight Attendant must utilize the days in direct connection with the period over which the vacancy shall be filled.

B. Temporary Vacancies

1. Temporary assignment shall be established in conjunction with the provisions of the Agreement when necessary to adjust a short-term imbalance of time at a domicile. A temporary vacancy shall be posted for bid for no less than forty-eight (48) hours at the domicile(s) designated by the Company, and if not bid may be assigned to the most junior Flight Attendant available. A Flight Attendant awarded or assigned a temporary vacancy shall bid in the monthly bid schedule at a temporary domicile utilizing his/her seniority number.
2. A temporary assignment shall be awarded and assigned for no longer than one (1) month.
3. Lodging shall be provided as necessary for the entire month at the temporary domicile. Lodging provided as necessary means that anytime the Flight Attendant wishes to have lodging provided it shall be made available providing he/she shall utilize the accommodations. The Company shall arrange suitable accommodations in a city where the temporary assignment shall occur. If the Flight Attendant anticipates that he/she shall be utilizing the accommodations during the entire duration of the assignment, the Company shall attempt to secure lodging that shall provide amenities such as cooking facilities if available at a competitive price and location. If the Flight Attendant anticipates using the accommodations in a manner similar to a layover, the lodging shall be secured in order to provide easy access to the airport if possible and practical at a competitive rate. If the Flight Attendant resides in the city where the temporary assignment exists, the Company is not obligated to provide additional accommodations.

4. If requested by the Flight Attendant, the Company shall provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the temporary assignment. If a Flight Attendant requests, the Company shall pay for the movement of a vehicle from his/her domicile at the applicable rates as outlined in this Agreement. Provisions for movement shall be made at the start of the temporary assignment and its conclusion. A Flight Attendant that chooses to commute to his/her temporary assignment, whether awarded or assigned, is not eligible for deadhead pay provisions in conjunction with the commuting time.
5. For purposes of the temporary assignment, per diem shall be computed and paid beginning at check-in time for the scheduled deadhead from his/her domicile at the beginning of the temporary assignment and continuing until fifteen (15) minutes after block-in of the scheduled deadhead at his/her domicile at the conclusion of the temporary assignment.

C. Establishment of New Domiciles and/or Closing of Existing Domiciles

1. The Company shall advise the MEC President and the Flight Attendants of any anticipated additions or closings of a domicile as early as possible and in accordance with applicable federal and state laws. The Company shall make every effort to officially communicate such information at the same time as all other applicable labor groups.
2. In the event that a domicile is closed, the Flight Attendants at the domicile involved may exercise his/her options as outlined in Section 19 of this Agreement.
3. In the event that a domicile is opened, the Flight Attendants shall be required to complete a new permanent bid form within ten (10) days of the announcement of the opening. Flight Attendants may update this form in accordance with the provisions of this Section prior to the initial awarding of vacancies.

D. New Hire Domicile Assignment

In the event an initial assignment of a new hire Flight Attendant requires a change of residence by the Flight Attendant, he/she shall not be requested nor required to perform any duties for five (5) days immediately prior to his/her assigned report date.

SECTION 18 ◆ UNIFORMS

A. Uniform

A Flight Attendant shall wear the standard uniform(s) as prescribed in Company regulations at all times while on duty, or in connection with any event where the employee is identified as an Air Wisconsin Flight Attendant.

B. Initial Uniform

A new hire Flight Attendant shall be responsible for the purchase of his/her initial basic uniforms and accessories incident to employment. A newly employed Flight Attendant must purchase the basic uniform items from the Company, unless the Company determines that the uniform items already owned meet all the Company's requirements.

C. Basic Uniform

The basic uniform which must be purchased by new hire Flight Attendants shall consist of the following:

FEMALE

1 ea. Topcoat
2 ea. Bottoms (pants/skirt)
2 ea. Blouses
1 ea. Belt (if required for bottom pieces)
2 ea. Aprons
1 ea. Blazer
1 ea. Suitcase
1 ea. Tie/scarf (if applicable)

MALE

1 ea. Topcoat
2 ea. Trousers
2 ea. Shirts
1 ea. Belt
2 ea. Aprons
2 ea. Blazer
2 ea. Ties
1 ea. Suitcase

D. Uniform Purchase Card (UPC)

1. The Company shall provide each eligible Flight Attendant with a UPC to purchase replacement Company approved uniforms, sales tax, and shipping. The UPC shall enable each Flight Attendant to purchase uniforms directly with all approved vendors. A Flight Attendant is limited to purchasing one (1) suitcase and one (1) top coat, per year using the UPC.

Upon request from the Flight Attendant the Company will provide the Flight Attendant with information connected with purchases and returns made by the Flight Attendant.

2. In January of each year, each Flight Attendant who has completed twelve (12) months of seniority shall have the UPC credited with a dollar value determined by the number of months the Flight Attendant worked in the previous year. A Flight Attendant who works nine (9) or more months in a year shall receive three hundred sixty-five dollars (\$365.00), unless adjusted in accordance with Paragraph D.3. A Flight Attendant who works fewer than nine (9) months shall receive dollars equal to three hundred sixty-five (365) multiplied by a fraction, the numerator of which shall be the Flight Attendant's actual months worked in the previous year and the denominator of which shall be twelve (12). However, there is no dollar adjustment if the total inactive time is less than three (3) months.

EXAMPLE OF PRO-RATED AMOUNT:

| Months on Leave | % of Annual Allowance which will be Credited |
|-----------------|----------------------------------------------|
| 3 | 75.00% |
| 4 | 66.67% |
| 5 | 58.33% |
| 6 | 50.00% |
| 7 | 41.67% |
| 8 | 33.33% |
| 9 | 25.00% |
| 10 | 16.67% |
| 11 | 8.33% |
| 12 | 0.00% |

3. For Flight Attendants with fewer than twelve (12) months of seniority on January 1, a partial allowance shall be credited on the first day of the 13th month following the Flight Attendant's seniority date for use during the current year. Partial allowances shall be credited according to the following schedule.

EXAMPLE:

| Seniority Month | Credit Date | % of Annual Allowance which will be Credited |
|-----------------|-------------|----------------------------------------------|
| 12-17 | 1-1-19 | 100.00% |
| 1-18 | 2-1-19 | 91.67% |
| 2-18 | 3-1-19 | 83.33% |
| 3-18 | 4-1-19 | 75.00% |
| 4-18 | 5-1-19 | 66.67% |
| 5-18 | 6-1-19 | 58.33% |
| 6-18 | 7-1-19 | 50.00% |
| 7-18 | 8-1-19 | 41.67% |
| 8-18 | 9-1-19 | 33.33% |
| 9-18 | 10-1-19 | 25.00% |
| 10-18 | 11-1-19 | 16.67% |
| 11-18 | 12-1-19 | 8.33% |

4. Unused dollars may be carried over for one (1) uniform year. Flight Attendants shall be able to access account balances. A uniform year shall be January 1st through December 31st.
5. New hire uniform orders must be sent through the Company during initial training and may be paid for via check, credit card, or payroll deduction. The Company shall assist the Flight Attendant in resolving any problems with the vendor. Cost of the uniforms shall be deducted at a rate of twenty-five dollars (\$25.00) per paycheck.

E. Insignia

A Flight Attendant shall be provided insignia consisting of one (1) set of wings. If name tags or other insignia are required, the Company shall provide them. The Company will replace broken wings with the same type of wings at no cost to the Flight Attendant. A Flight Attendant may use his/her UPC to purchase up to one (1) additional set of insignia per year.

F. Other Uniform Payments

In cases of need, with the concurrence of the Vice President of Inflight and Customer Service and the MEC President, a Flight Attendant may be allowed to purchase uniform pieces via payroll deduction if their UPC dollars have been exhausted.

G. Alterations

The Company shall be responsible for the reasonable cost of all reasonable alterations required to properly fit the Flight Attendant in his/her initial, replacement or optional uniform items. Acceptable alteration costs shall be determined by the Inflight Department.

H. Employee Obligation Upon Resignation/Termination

1. Upon a Flight Attendant's termination for any reason, the unpaid balance of his/her initial uniform and optional items becomes immediately due and payable and the uniform becomes the property of the Flight Attendant.
2. In the event a furloughed Flight Attendant turns in his/her initial basic uniform to the Company, and he/she is subsequently recalled, he/she shall be credited for the amount he/she paid on the uniform.

I. A Flight Attendant shall be paid twenty dollars (\$20.00) per month for maintenance of his/her uniform and accessory pieces when on active status.

J. A Flight Attendant may purchase a winter coat (wool) that complies with the standards jointly established by the uniform committee and the Company, and be preapproved by his/her manager.

K. The Flight Attendant shall purchase a purse that complies with standards jointly established by the Uniform Committee and the Company.

L. Upon completion of his/her probationary period, a Flight Attendant shall be paid forty dollars (\$40.00) per year for the purchase of uniform shoes as mandated by Company uniform appearance guidelines.

M. Any uniform item damaged, lost or stolen while on duty shall be replaced or repaired by the Company at no cost to the Flight Attendant, subject to his/her supervisor's review of circumstances.

N. A Flight Attendant shall be permitted to wear the official Union pin on a place visible on the Flight Attendant uniform(s), in accordance with provisions in the Flight Attendant Manual.

O. Changeover Uniform

1. If the Company requires a mandatory change in the basic uniform or select pieces, where the Flight Attendant shall no longer be able to wear the current piece(s), Flight Attendants shall be provided the new basic uniform/pieces at no cost. Flight Attendants may use any available dollars to purchase additional new pieces.
2. Should Air Wisconsin endeavor to develop its own uniform Company branded uniform, The Company shall notify the Union as soon as practical to confer regarding any changes to style or number of individual pieces and dollar values.
3. Within the constraints of the Company's code-sharing partners' uniform requirements, the Company shall consider the Uniform committees' recommendations regarding uniform style.
4. The Company shall include an Air Wisconsin AFA representative in all discussions, which are within the Company's control, regarding uniforms with any incumbent or potential code-share partners.

SECTION 19 ◆ MOVING EXPENSES

- A. The Company shall pay moving expenses when:
 - 1. A Flight Attendant is assigned from one domicile to another domicile.
 - 2. A Flight Attendant is displaced to another domicile as a result of a reduction in flying time at a domicile.
- B. The Flight Attendant shall pay moving expenses when:
 - 1. A Flight Attendant moves to a domicile due to initial employment
 - 2. A Flight Attendant is awarded a bid to a domicile (i.e., voluntary move).
- C. When the Company is required to pay moving expenses, the move must be coordinated with the Benefits Department. Moving expenses must be submitted within thirty (30) days after incurring the expenses. Moving expenses other than automobile mileage and meals must be verified by receipts. If the meal receipts are unavailable or lost, a statement in lieu of receipt will be acceptable to substantiate the expense. The Company shall not be liable for any damages incurred during moving.
- D. Moving expenses paid by the Company pursuant to Paragraph C. above shall be limited to the following:
 - 1. The Company shall have the right to control the method of shipment and shall pay the cost of moving up to fifteen thousand (15,000) pounds. Included shall be the total cost of all shipping containers, the cost of packing and unpacking, shipping drayage, insurance, and storage for a period not to exceed thirty (30) days.
A Flight Attendant may elect to move their household goods using a rental truck such as U-Haul or Penske in lieu of a moving company. It will be the Flight Attendant's responsibility to coordinate the move with the respective rental company and submit receipts to the Company for reimbursement for eligible expenses. Eligible expenses include the rental truck, insurance and ancillary moving expenses (e.t. tape, wrapping paper, etc.)
 - 2. When automobile transportation is used by the Flight Attendant and his/her immediate family, the Company shall reimburse the Flight Attendant at the mileage rate paid to salaried employees, but not less than the IRS rate for up to two (2) of the Flight Attendants vehicles using the most direct AAA mileage between domiciles. In the event that the Company eliminates reimbursement of mileage for salaried employees, allowable IRS mileage rate shall be used.

3. The Company shall reimburse a Flight Attendant for meals and lodging for the Flight Attendant and his/her family for the time required to travel to the domicile. A day of travel shall be considered three hundred fifty (350) miles by the most direct AAA mileage. The daily allowance for meals shall be twenty-five dollars (\$25.00) each for the Flight Attendant and spouse/domestic partner plus fifteen dollars (\$15.00) for each child. Lodging shall be the quality of that used on scheduled overnights.
 4. If household goods have arrived at a new domicile, and it is impossible to move such goods into a new residence, the Company shall pay meal and lodging expense, with prior approval of the Benefits Department, for up to five (5) days, or should the Flight Attendant arrive at the new domicile ahead of his/her possessions, he/she shall be reimbursed for lodging and meals until his/her possessions arrive, up to a maximum of five (5) nights. The Flight Attendant shall make every effort to minimize this expense.
 5. If a lease is broken as a result of moving to a new domicile, and a penalty is incurred, the Company shall pay the penalty, not to exceed one (1) month's rent.
 6. The Company shall pay for termination and hook-up of gas and electric utilities, telephone and household appliances, which result from a move to a new domicile, provided it does not involve alterations or materials.
 7. The Company shall not be responsible for paying any expenses incurred under this Section after two (2) years from the date a Flight Attendant reports to another domicile.
- E. A Flight Attendant who is eligible for Company paid expenses may elect to have his/her move paid from a location other than the domicile from which he/she is being transferred to any location within one hundred (100) miles of his/her new domicile city, however, the Company's responsibility shall not exceed the cost of moving the Flight Attendant from the domicile from which he/she is transferred to his/her new domicile.

- F. When a Flight Attendant moves voluntarily no expenses shall be allowed except for space available transportation and the movement of properly packaged household articles on a space available basis over the Company system. The movement of goods in the manner outlined is to be determined by local management at the origin of the item subject to discussion with the Benefits Department. Goods that would not be acceptable for movement, or packaged inappropriately, for non-employees may be denied transportation. The Flight Attendant is responsible for ensuring that movement of the goods on the destination end of the shipment has been arranged. The Company shall not take responsibility for, or store items at the airport for any period beyond twenty-four (24) hours after its arrival.
- G. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and a Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the expenses set forth in D. above. This shall include special circumstances, such as mobile homes. The Company shall not accept liability for aspects of a move from someone with whom they have not contracted directly. The Flight Attendant must submit proper documentation pertaining to the move.

SECTION 20 ◆ PHYSICAL EXAMINATIONS

- A. 1. A Flight Attendant shall not be required to submit to any Company physical examination in excess of one (1) in any twelve (12) month period without the Flight Attendant's consent unless there are reasonable grounds to believe that his/her health or physical condition is impaired, in which case the Flight Attendant shall be furnished a copy of the Company's medical examiner's report. Any physical examination required by the Company shall be paid for by the Company. This is applicable to Company concerns regarding overall physical condition to perform Flight Attendant duties on a regular basis and is not applicable to Company requests for verification of short term illness or injury.
 - 2. If a Flight Attendant is removed from flying status for a Company initiated medical examination, the Flight Attendant will be paid for time lost during the period she/he is waiting to see the Company appointed medical examiner.
- B. A Flight Attendant who fails to pass a Company physical examination may at his/her option, have a review of his/her case in the following manner:
 - 1. The Flight Attendant may employ a qualified medical examiner of his/her own choosing and at his/her own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
 - 2. A copy of the findings of the medical examiner employed by the Flight Attendant shall be furnished to the Company within ten (10) days following the receipt by him/her of the report of the Company's medical examiner. In the event that such findings verify the findings of the medical examiner employed by the Company, or if he/she fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
 - 3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company shall, at the written request of the Flight Attendant made at the time of filing such findings with the Company, ask that the two (2) medical examiners agree upon and appoint as promptly as possible, but no later than fifteen (15) days, a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination.

4. The said disinterested medical examiner shall then promptly make a further examination of the Flight Attendant in question and the case shall be settled on the basis of his/her findings.
 5. The expense of employing the disinterested medical examiner shall be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.
- C. When the Flight Attendant is removed from flying status by the Company as a result of his/her failure to pass the Company physical examination and appeals such action under the provisions of this Section, he/she shall, if such action is proven unwarranted as provided in Paragraph B. of this Section be paid for time lost during such period; provided further that in no case shall a Flight Attendant be paid for a period in excess of ninety (90) calendar days from the date of removal from flight status.

SECTION 21 ◆ INSURANCE

A. Indemnity Plan

1. The Company shall make health insurance coverage available to Flight Attendants covered by this Agreement. A two hundred fifty dollar (\$250.00) annual deductible (family maximum of \$750.00) shall apply under such health insurance. Once that deductible has been met, the insurance coverage shall provide eighty percent (80%) of the covered health care costs, and the remaining twenty percent (20%) of those costs shall be borne by the Flight Attendant up to a maximum of one thousand three hundred dollars (\$1,300.00) per year (includes deductible). Once a Flight Attendant reached the one thousand three hundred dollars (\$1,300.00) maximum, the reimbursement shall be one hundred percent (100%) of eligible expenses for the duration of the calendar year. The lifetime maximum benefit is unlimited.
2. The monthly health insurance premium cost to the Flight Attendant shall be twenty-seven percent (27%) using the formula rating outlined Paragraph H. below beginning on the first day of the month following ratification.
3. The monthly health premium paid by the Flight Attendant may be increased in accordance with the formula specified in Paragraph H. below, but in no case shall the increase in the Flight Attendant's annual premium exceed fifteen percent (15%) from the preceding year.
4. The Company shall not reduce the coverage or increase the cost to the Flight Attendant, except for the yearly premium adjustments, unless required by state or federal regulations.

B. Preferred Provider Organizer (PPO)

1. The Company shall offer alternative health care in the form of a nationwide PPO.
2. The monthly health insurance premium cost to the employee shall be twenty-seven percent (27%) using the rating method outlined in Paragraph H. below beginning on the first day of the month following ratification.
3. The monthly health premium paid by the Flight Attendant may be increased in accordance with the formula specified in Paragraph H. below, but in no case shall the increase in the Flight Attendant's annual premium exceed fifteen percent (15%) from the preceding year.
4. The Company shall not reduce the coverage or increase the cost to the Flight Attendant, except for the yearly premium adjustments, unless required by state or federal regulations.
5. The lifetime maximum benefit is unlimited.

C. Exclusive Provider Plan (EPO)

1. The Company shall offer alternative health care in the form of an EPO at all locations, where an EPO is available.
2. The monthly health premium paid by the Flight Attendant may be increased in accordance with the formula specified in Paragraph H. below, but in no case shall the increase in the Flight Attendant's annual premium exceed fifteen percent (15%) from the preceding year.
3. The Company shall not reduce the coverage or increase the cost to the Flight Attendant, except for the yearly premium adjustments, unless required by state or federal regulations.
4. The lifetime maximum benefit is unlimited.

D. Unavailability of EPO or PPO at Flight Attendant Locations At locations where neither an EPO nor PPO is available, the Company shall make the health insurance coverage described in Paragraph A. above available to the affected Flight Attendant at monthly premiums no greater than the lesser of the premium cost for an EPO or a PPO at the nearest location that offers an EPO or PPO.

E. 80/60 PPO Medical Plan Flight Attendants hired on or after June 27, 2012 shall be offered an 80/60 PPO Medical Plan only. Eligibility to participate in this medical plan begins the first month after ninety (90) days of active service. Flight Attendants who elect 80/60 medical plan shall pay thirty percent (30%) of the monthly health insurance premium. The Company may change vendors and plan design including deductibles and co-pays and premium cost share. The employee annual premium cost for medical coverage is subject to no more than a fifteen percent (15%) annual increase. During the fourth quarter of each year, the Company and the AFA MECP shall meet to review and discuss any anticipated and expected changes to the employee annual premium cost.

F. Dental Insurance

1. The Company shall provide a nationwide dental insurance PPO plan with both in-network and out-of-network benefits. The benefit levels for in-network and out-of-network coverage shall be identical, except that the annual individual maximum for in-network benefits shall be one thousand two hundred fifty dollars (\$1,250.00) and the annual maximum for out-of-network benefits shall be one thousand dollars (\$1,000.00). However, the combined individuals in and out-of-network benefit shall not exceed one thousand two hundred fifty dollars (\$1,250.00) per calendar year.

2. The monthly dental insurance premium cost shall be twenty-seven (27%) for Flight Attendants hired prior to June 27, 2012 and thirty percent (30%) for Flight Attendants hired after June 27, 2012.
 3. The monthly dental insurance premium paid by the Flight Attendant may be increased in accordance with the formula specified in Paragraph H. below, but in no case shall the increase in the Flight Attendant's annual premium exceed fifteen percent (15%) from the preceding year.
 4. The Company shall provide dental coverage through the establishment of Dental Maintenance Organization (if available) with the Flight Attendant contributing twenty-seven (27%) of the required contribution.
 5. The Company shall not reduce the coverage or increase the cost to the Flight Attendant, except for the yearly premium adjustments, unless required by state or federal regulations.
- G. In the event that the health or dental insurance benefits offered to other employee group(s) at the Company are improved, the Flight Attendants covered by this Agreement shall receive the same benefit without an increased cost.
- H. Annual Premium Adjustments for Medical and Dental Plans
1. Annual premium rate development shall conform to generally accept underwriting principles, standards and guidelines. Key rating elements include but are not limited to:
 - a. Claim experience for all medical plans shall be combined or "blended" with the resulting rate adjustment applied uniformly to all medical plans.
 - b. Claim experience shall consist of two (2) consecutive twelve (12) month periods of paid claims weighted appropriately based on the average number of employees in the total group.
 - c. A trend adjustment for utilization and inflation shall be derived from an industry average annual trend factor. The industry average shall be comprised of a minimum of two (2) national health insurance carriers.
 - d. The annual premium rate development shall also include the Actual Stop Loss Premium and Actual Administration fee.

2. A Benefit Consultant chosen by the Company shall develop annual premium rates. During the fourth (4th) quarter of each year, the Company and the AFA MECP shall meet to review and discuss any anticipated or expected changes in benefit plan designs, planned vendor changes, or proposed benefit plan enhancements and shall share any data or calculations being used for these purposes prior to the annual Company Open Enrollment period.
- I. The Company shall continue to offer, so long as the IRS allows, Flexible Spending Accounts, including pre-tax premiums, medical reimbursement, and dependent care expenses. In addition, the Company shall continue its vacation buy/sell program.
- J.
 1. Company provided life insurance for Flight Attendants shall be seventy-five thousand dollars (\$75,000.00). Flight Attendants shall be allowed to purchase additional supplemental life insurance to a maximum of an additional seventy-five thousand dollars (\$75,000.00) in increments of twenty-five thousand dollars (\$25,000.00) at the Company's group rate.
 2. Flight Attendants may purchase optional coverage for their spouse of up to fifty thousand dollars (\$50,000.00) in ten thousand dollar (\$10,000.00) increments at age group base rates. The Company shall also provide for purchase optional coverage for children up to ten thousand dollars (\$10,000.00) in two thousand five hundred dollar (\$2,500.00) increments.

K. Short Term Disability

The Company shall provide Short Term Disability coverage for all eligible Flight Attendants subject to the terms and provisions as outlined in the Company Policy and Procedures Manual. This includes but is not limited to;

1. A Flight Attendant must first exhaust their eligible sick leave allowance prior to any Short Term Disability payments. The Flight Attendant must be eligible to use their sick time in order to qualify for Short Term Disability;
2. The maximum benefit period including sick time, is twenty-six (26) weeks. Short Term Disability benefits run concurrently with sick time;
3. Short Term Disability benefits are not payable for an injury/illness for which worker's compensation benefits are payable;
4. Proper documentation must be submitted and continue to be submitted to support the disabling condition and its medical necessity;
5. Benefits begin on the eighth (8th) consecutive day of absence;

6. Short Term Disability shall be a weekly benefit of two hundred fifteen dollars (\$215.00).
- L. Long Term Disability

The Company shall source a long-term disability (LTD) insurance policy on behalf of the Flight Attendants. Long Term Disability insurance shall be paid one hundred percent (100%) by the Flight Attendants through payroll deduction. Each Flight Attendant shall be required to participate in the Long Term Disability insurance plan. Eligibility and payment of Long Term Disability benefits shall be in accordance with the Long Term Disability insurance policy administered solely by the insurance carrier.

SECTION 22 ◆ RETIREMENT

- A. The Retirement Plan for Flight Attendants in the service of Air Wisconsin Airlines Corporation (the "Plan"), effective as of January 1, 1989, as amended and restated as of January 1, 1995, shall be changed as indicated in this Agreement.
- B. Flight Attendants are eligible to participate in the Plan in accordance with its terms and conditions. After the completion of one (1) year of service beginning with the first day of January or July (whichever is earlier), participating Flight Attendants are eligible for a Company match equal to thirty percent (30%) of a Flight Attendant's deferral percentage up to a maximum deferral level of ten percent (10%). After the completion of three (3) years of service beginning with the first day of the following calendar quarter, participating Flight Attendants are eligible for a Company match equal to forty percent (40%) of a Flight Attendant's deferral percentage up to a maximum deferral level of ten percent (10%). After the completion of six (6) years of service beginning with the first day of the following calendar quarter, participating Flight Attendants are eligible for a Company match equal to fifty percent (50%) of a Flight Attendant's deferral percentage up to a maximum deferral level of ten percent (10%). After the completion of twenty (20) years of service beginning with the first day of the following calendar quarter, participating Flight Attendants are eligible for a Company match equal to sixty percent (60%) of a Flight Attendant's deferral percentage up to a maximum deferral level of ten percent (10%).

| Years of Service | Company Match | Flight Attendant Contribution |
|------------------|---------------|-------------------------------|
| 2 – 3 | 30% | Max of 10% |
| 4 – 6 | 40% | Max of 10% |
| 7 – 20 | 50% | Max of 10% |
| 21 + | 60% | Max of 10% |

EXAMPLES BASED ON YEARS OF SERVICE:

EXAMPLE 1: If a Flight Attendant contributes four percent (4%) and is in their 2nd or 3rd years of service, he/she shall receive a Company match of thirty percent (30%) on the four percent (4%) contributed by the Flight Attendant.

| | |
|-----------------------------------------------------------|------------|
| Salary for the Month | \$1,500.00 |
| 401k Deferrals Contributed by Flight Attendant (4%) | \$60.00 |
| Company Match (30%) | \$18.00 |
| Total for the Month Contribution into 401k Plan..... | \$78.00 |

EXAMPLE 2: If a Flight Attendant contributes four percent (4%) and is in their 4th through 6th years of service, he/she shall receive a Company match of forty percent (40%) on the four percent (4%) contributed by the Flight Attendant.

| | |
|-----------------------------------------------------------|------------|
| Salary for the Month | \$1,500.00 |
| 401k Deferrals Contributed by Flight Attendant (4%) | \$60.00 |
| Company Match (40%) | \$24.00 |
| Total for the Month Contribution into 401k Plan..... | \$84.00 |

EXAMPLE 3: If a Flight Attendant contributes ten percent (10%) and is in their 7th through 20th years of service, he/she shall receive a Company match of fifty percent (50%) on ten percent (10%) contributed by the Flight Attendant.

| | |
|---------------------------------------------------------|------------|
| Salary for the Month | \$2,200.00 |
| 401k Deferrals Contributed by Flight Attendant (10%) .. | \$220.00 |
| Company Match (50%) | \$110.00 |
| Total for the Month Contribution into 401k Plan..... | \$330.00 |

EXAMPLE 4: If a Flight Attendant contributes fifteen percent (15%) and has completed twenty (20) or more years of service, he/she shall receive a Company match of sixty percent (60%) on ten percent (10%) contributed by the Flight Attendant.

| | |
|---------------------------------------------------------|------------|
| Salary for the Month..... | \$3,000.00 |
| 401k Deferrals Contributed by Flight Attendant (15%) .. | \$450.00 |
| Company Match (60% to max on 10%) | \$180.00 |
| Total for the Month Contribution into 401k Plan..... | \$630.00 |

C. The Company shall act as or appoint the Plan Administrator.

D. The Company and the Union shall form a three (3) member Retirement Board (the "Board") with one (1) Union member and two (2) Company members, one of which shall be an officer of the Company. The Board shall have the right, by majority vote, to advise and to recommend to the Company mutual fund companies, investment funds and auditor selection. The Board shall have the power to resolve disputes which may arise out of the application, interpretation or administration of the Plan.

E. Payroll deduction for the vested portion of retirement plan loans shall be continued by the Company.

- F. 1. All costs associated with the Plan not customarily charged to the Plan in the employee benefit plan industry shall be borne by the Company, including but not limited to any set-up fees upon selection of a new mutual fund company, administrative expenses, distribution expenses, trustee fees, attorney fees, participant record keeping fees, distribution fees, Plan filing fees and printing and distribution of the Summary Plan Description. With regard to changes in law or regulation that would result in increases in the costs associated with the Plan, the Company reserves the right to charge such costs to the Plan if it is permitted to do so by law and such costs are customarily charged to the Plan in the employee benefit plan industry.
2. Loan fees charged to Participant accounts attributable to individual loan requests shall not exceed an origination fee of one hundred dollars (\$100).

SECTION 23 ♦ CONDUCT OF UNION BUSINESS

- A. The Union shall have the privilege of posting Union notices signed by authorized Union officials on bulletin boards provided by the Company at all Flight Attendant domiciles and in a major hub.
- B. A Union representative shall be afforded the time and opportunity to speak to new Flight Attendants during the training period. The time arranged shall be a coordinated effort between the Union and the Inflight Training Department. The time provided shall be arranged to coincide with a scheduled period of time off for the Union representative.
- C. The Company shall provide space positive business passes in accordance with its Company pass policy for local Union and International representatives who are employees for the purpose of official business with the Company, subject to appropriate government regulations. The Company shall provide space positive business interline passes on carriers for which it supplies lift for local union representatives who are employees for the purpose of official business with the Company if allowed per the Company's flying Agreement with that carrier.
- D. The Company shall be responsible for the printing and distribution of the agreement within thirty (30) days of signing.
- E. There shall be no strikes or lockouts during the terms of this Agreement or any extension thereof.
- F. 1. The Union shall request release from flight duty as far in advance as possible. The Company shall guarantee the Union seventy (70) hours of trips dropped for AFA business each month, provided the drops are submitted prior to the first of the month prior to the bid month (e.g., prior to April 1st for the May bid month.) However, drops for negotiations, arbitrations and Company-requested meetings shall not be charged against the seventy (70) hour allotment. For drops requested after that time the Company shall release Flight Attendants, subject to operational requirements. The Company shall plan its monthly staffing needs taking into consideration the Union's requirements (i.e., known negotiations, arbitrations, board of director's meetings, etc.). The Company shall not refuse Union business trip drops for contract negotiations, arbitrations, accident/incident debriefing sessions and on-site accident investigations. The Union pays for actual time lost when the Company releases a Flight Attendant for Union business.

2. The MECP may designate a maximum of three (3) joint meetings where flight pay loss for two (2) AFA representative(s) shall be at Company expense.
 3. Other than Company joint meetings (as outlined above) the Company shall invoice the Union for all time released by the Union at the Flight Attendant's hourly rate of pay.
 4. The fringe override for trip drops invoiced to the Union shall not exceed twenty-two percent (22%).
- G. Flight Attendants are entitled to representation by their recognized Union officials. The Union shall advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice. Such representatives shall be provided with access to CrewTrac (or the equivalent system should it be replaced) when a question arises to review the specific details by meeting with his/her local Inflight Manager.
- H. The Company shall make available to the Union designated representatives on a quarterly basis an updated list of active Flight Attendants with addresses and telephone numbers.
- I. The Company shall provide the Union with a list of hotel contracts that are due to expire within the following three (3) months.

SECTION 24 ◆ AGENCY SHOP AND DUES CHECK OFF

- A. Each Flight Attendant of the Company covered by the Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required, as a condition of continued employment, within sixty (60) days following the beginning of such employment or as provided in the Union's Constitution, to pay to the Union each month a service charge as a contribution for the administration of this Agreement and the representation of the Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including MEC assessments.
- B. The provisions of this Section shall not apply to any Flight Attendant covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay monthly membership dues (or reinstatement) fees, and assessments uniformly required. Nothing in this Section shall require the payment of any initiation (or reinstatement) fee by any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C. If any Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of his/her service charge or membership dues, the Union shall notify the Flight Attendant by Certified Mail, Return Receipt Requested, copy to the Managing Director of Human Resources of the Company, or their designee, that he/she is delinquent in the payment of such service charge or membership dues as specified herein and is grace to discharge as a Flight Attendant from the Company. Such letter shall also notify the Flight Attendant that he/she must remit the required payment within a period of fifteen (15) day or be discharged.
- D. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the Managing Director of Human Resources or their designee, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Managing Director of Human Resources shall there upon take proper steps to discharge such Flight Attendant from the service of the Company.

- E. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures.
 - 1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to him/her, may submit his/her request for review in writing within five (5) days from the date of her/his notification by the appropriate individual designated by the Company to the Managing Director of Human Resources or designee as provided in Paragraph D. above who shall review the grievance and render his/her decision in writing not later than five (5) days following receipt of his/her grievance.
 - 2. The Employee Relations Manager, or his/her designee, shall forward his/her decision to the Flight Attendant, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within a specified period, either the Company or the Union may request the National Mediation board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne equally by the Company and the Union.
- F. During the period a grievance is being handled under the provisions of this Section, and until final award by the Employee Relations Manager, his/her designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section:
 - 1. A Flight Attendant discharged by the Company under the provisions of this paragraph shall be deemed to have been discharged for cause within the meaning of the terms of this Section.
 - 2. It is agreed that the Company shall not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.

3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.
- G. 1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Association of Flight Attendants, membership dues uniformly required by the Association of Flight Attendants, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues", also to be known as a Service Charge and Dues Form, shall be prepared and furnished by the Association of Flight Attendants.
2. When a member of the Association of Flight Attendants, properly executes such Service Charge and Dues Form, the Treasurer to the Association of Flight Attendants, shall forward an original copy to the, Air Wisconsin Airlines Payroll Department. Any Service Charge and Dues Form which is incomplete, or improperly executed, shall be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Payroll Department Air Wisconsin, Inc., with a copy to the Association of Flight Attendants. Service Charge and Dues Forms and notices received by Air Wisconsin shall be stamp dated on the date received and not when mailed.

3. When a Service Charge and Dues Form, as specified herein, is received by the Payroll Department, Air Wisconsin Airlines on or before the first day of the month, deductions shall commence with the second payday of the month following, and shall continue thereafter until revoked or canceled as provided in this Section. The Company shall remit to the Association of Flight Attendants, by electronic transfer payment of all dues and assessments collected on a given payday, on or as soon after the payday as possible. These remittances shall be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of the Association of Flight Attendants membership dues to the Association of Flight Attendants shall be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.
4.
 - a. No deduction of the Association of Flight Attendants dues shall be made from the wages of any Flight Attendant who has executed a Service Charge and Dues Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Section and of the Railway Labor Act, as amended.
 - b. A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if he/she is re-employed, further upon execution and receipt of a new Service Charge and Dues Form.
5. Collections of any back dues owed at the time of starting deductions for any Flight Attendant and collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, shall be the responsibility of the Association of Flight Attendants and shall not be the subject of payroll deductions.

6. Deductions of membership dues shall be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which his/her last day of work occurs.
- H. The Company shall provide a means for payroll deductions for voluntary Flight Attendant contributions to the Association's Political Action Committee, known as FlightPAC.
 1. When a FlightPAC form, as specified herein is received by the Employee Relations Manager, Air Wisconsin Airlines on or before the first day of the month, deductions shall commence with the second payday of the month following, and shall continue thereafter until revoked or cancelled as provided in this Section. The Company shall remit to the Association of Flight Attendants, by electronic transfer payment of all contributions collected on a given payday, on or as soon after the payday as possible. These remittances shall be subject to normal accounting practices with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of the Association of Flight Attendants FlightPAC contributions to the Association of Flight Attendants-CWA shall be deducted for Flight Attendants for whom deduction have been made in that particular period.
 2. The forms necessary for the administration of the FlightPAC will be provided by the Association and distributed to all Flight Attendants by the Association. FlightPAC payroll deductions will be made from each paycheck and remitted to the Association via Electronic Money Transfer within ten (10) days after the second payday of the month. The Company will promptly send via electronic medium a separate list of names, domiciles, payroll numbers, pay periods and total amounts deducted for those Flight Attendants for whom such deductions have been made as soon as possible thereafter. Such payroll deductions will automatically cease if the Flight Attendants is terminated, furloughed or is not active service with the Company during the pay period. FlightPAC payroll deductions for a Flight Attendant who returns from a furlough, leave of absence or who is reinstated will automatically be reactivated.
 3. Any revocation of FlightPC deductions shall be submitted in writing, signed by the Employee and submitted to the Association's MEC President, who will forward a copy to the Payroll Department, Air Wisconsin.

ASSOCIATION OF FLIGHT ATTENDANTS-CWA

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK
OFF OF ASSOCIATION DUES TO:

I, _____ hereby authorize _____
to deduct from my earnings once each month \$ _____ the standard monthly
membership Union Dues (or such standard monthly membership dues as
may hereafter be established by the Union), service charges, initiation
fees, and assessments. Such amount so deducted is hereby assigned to
the Association of Flight Attendants, subject to all of the terms and
conditions of the Railway Labor Act, as amended, and the provisions of
the applicable Collective Bargaining Agreement. This assignment and
authorization may be revoked by me in writing after the expiration of one
(1) year from the date hereof or upon the termination date of the
Agreement in effect at the time this is signed, whichever occurs sooner.
A copy of such revocation shall be sent to the Chairperson of the Master
Executive Council.

SIGNATURE OF EMPLOYEE: _____

EMPLOYEE NUMBER: _____

CLASSIFICATION SENIORITY DATE: _____

DOMICILE: _____

DATE OF FIRST DEDUCTION: _____

NOTE: This form may be used by non-members for
monthly service charge deductions.

Please print name and address below:

NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA
501 Third Street N.W.
WASHINGTON, D.C. 20001

SECTION 25 ◆ GENERAL

- A. 1. Personnel files are maintained for each Flight Attendant and contain pertinent records of check flights, passenger letters and other reports and records involving the Flight Attendant. By appointment he/she shall have access to his/her files with supervision. Upon request, a Flight Attendant shall be furnished or allowed to make copies of any material contained within his/her files. A Flight Attendant shall be notified of any critical or unfavorable material prior to it being placed in his/her file.
- 2. Any derogatory material or disciplinary action against a Flight Attendant shall be removed after eighteen (18) months from the date of issuance if no other discipline of a similar nature has been issued. Passenger letters shall be removed after a one (1) year period from date of issuance so long as no discipline has been initiated based on the letter(s). The Company may elect to not place a negative passenger letter in the Flight Attendant's file when the letter does not reflect on the Flight Attendant's work performance.
- 3. A Flight Attendant will have the right to attach a rebuttal statement to any item (s) placed in her/his file.
- B. It is the intent of the Company to deadhead flight crew members only on certificated FAR 121 and scheduled FAR 135 air carriers, except in an emergency situation and then only with the consent and concurrence of the individual crewmember.
- C. 1. The policies of the Air Wisconsin Pass Bureau, including companion passes, shall apply equally to Flight Attendants as to all other employees. All requests are to be processed through the Pass Bureau or Company approved processes and distribution points.
- 2. All Flight Attendants covered under this Agreement shall enjoy pass travel benefits consistent with Company policy and its' Interline Pass Agreements for themselves and their immediate family members as defined by the IRS and/or Company policy. This benefit shall be no less favorable than any other organized group.

3. Retirees will be eligible for travel benefits in accordance with Company Policy and the Company's Marketing Partner(s) Agreement. The Company will not alter the benefits provided to be less favorable than the benefits outlined in the travel agreements. A Flight Attendant who retires in good standing from Air Wisconsin, and provided he/she has a minimum of ten (10) years of service, shall be eligible for retiree interline travel benefits on Air Wisconsin for himself/herself and eligible travelers, if his/her years of service plus age equal a minimum of sixty-five (65). All retired Flight Attendants shall be eligible for the Interline Pass Agreements offered to Air Wisconsin based on the terms and conditions of the Agreement. These passes shall not be used for business purposes.
 4. Reports of Flight Attendants securing or requesting personal passes in a manner which is contradictory to established methods of obtaining passes for Company personnel shall be referred to Inflight management. Fraudulent use or misrepresentation in the use of passes for either on line or off line transportation shall be referred to Inflight management for investigation and possible disciplinary action.
 5. Flight Attendants will only be responsible for the costs initiated by the Partner carrier to allow pass travel. The Company shall not charge fees for travel programs for the purpose of profit.
- D. The Company is an equal opportunity employer. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement shall apply equally to all Flight Attendants hereunder regardless of sex, race, age, national origin, religion, marriage, disability, or any other protected class.
- E. A Flight Attendant shall not be required to pay for damage or loss of Company property on any aircraft while performing his/her regular duties except when caused by gross negligence or willful and wanton conduct. A Flight Attendant is expected to exercise care when using any Company equipment. If a Flight Attendant is responsible for damage or loss as a result of gross negligence, a disregard for defined procedures of proper use, or other conduct that would create the possibility or likelihood of damage, the matter shall be investigated and handled by Inflight management.
- F. All orders to Flight Attendants involving a change in domiciles, transfers, furloughs and leaves of absence shall be stated in writing or via electronic communications.

- G. A Flight Attendant may non-revenue out of uniform in the cabin jumpseat provided that he/she wears business attire. The Company I.D. badge must be displayed when occupying the jumpseat. Flight Attendants on the Air Wisconsin Flight Attendants System Seniority List shall have first priority for use of cabin jumpseat(s) on Air Wisconsin aircraft unless an approved must ride employee is utilizing the cabin jumpseat.
- H. A payroll discrepancy of less than two (2) hours shall be corrected on the next paycheck. When there is a shortage of two (2) hours or more a special check shall be issued if requested by the Flight Attendant within five (5) working days of reconciliation of the discrepancy.
- I. In the event a Flight Attendant dies away from his/her home domicile on Company business, the Company shall, at its expense, return the remains to the Flight Attendant's home domicile or city of burial on the Air Wisconsin system.
- J. Phone Recordings
 1. Should a dispute arise over conversations on the automatic recording device, the Union representative may listen to the recording. The relevant portion of the conversation(s) shall be provided to the Union upon request.
 2. These recordings shall be stored for record keeping purposes for at least ninety (90) days, unless portions of the conversation(s) are to be used in any disciplinary or grievance situation.
- K. Flight Attendant shall not be weighed or disciplined for weight-related matters.
- L. If the Company has cause to search a Flight Attendant's personal belongings, a Union representative shall be allowed to be present.
- M. Commuter Policy
 1. This commuter policy applies only on Company airlines and on carriers to which the Company has direct access to their computer reservation system.
 2. The Company shall provide a list of qualified carriers to the MEC President and update the list any time that it is modified.
 - a. Flight Attendants are responsible for reporting to assignments in a timely manner. These provisions are not intended to relieve Flight Attendants of that responsibility.

- b. A commuting Flight Attendant must identify himself/herself as a commuter and may designate up to five (5) cities as his/her normal origination airport(s) via Company approved electronic methods. The Flight Attendant must notify the Company of any changes to their designated cities.
- c. Any Flight Attendant commuting to an assignment must be listed in the computer reservation system as a nonrevenue passenger. The Flight Attendant must be listed on an appropriate flight not more than forty-eight (48) hours but not less than twenty-four (24) hours in advance of the scheduled departure time for the flight he/she expects to use to commute to work. This flight is considered to be his/her primary flight.
- d. Flight Attendants may only list for travel on flights that have seats available for sale to the public during the time period described above.
- e. The primary flight on which the Flight Attendant elects to list must be scheduled to arrive at the airport where he/she is assigned to commence his/her pairing in advance of his/her check-in time. There must also be at least one (1) back-up flight scheduled to depart from the same airport later than the primary flight on which he/she is listed. This back-up flight must be scheduled to arrive at his/her base at least one-half (1/2) hour prior to the scheduled report time of his/her trip.
- f. Flight Attendants commuting to an assignment must arrive at the designated gate for the primary flight on which they are listed at least thirty (30) minutes prior to the scheduled departure time of that flight.
- g. If the Flight Attendant becomes aware of a delay/cancellation or the unavailability of a non-revenue passenger seat on his/her primary flight, he/she shall immediately notify Crew Scheduling. The Flight Attendant shall provide the flight number and departure time of his/her back-up flight(s) and discuss any other possible travel alternatives with the Crew Scheduler.
- h. Following the delay or cancellation of a primary flight the Flight Attendant shall report to the departure gate of his/her back-up flight as soon as practical.
- i. As soon as the Flight Attendant becomes aware that he/she shall not be able to report for duty at or before the show time due to flight delays, cancellations or nonrevenue seat availability he/she shall immediately contact Crew Scheduling.

- j. The Flight Attendant shall make every effort, for no longer than nine (9) hours following a scheduled departure of the primary flight, to report to the originally scheduled location. The Flight Attendant will continue their commuting efforts each day of the scheduled trip. The Flight Attendant and Crew Scheduler may mutually agree to an alternate location/options or to cease commuting attempts for the day.
- k. Crew Scheduling shall reassign a Flight Attendant to his/her original pairing as soon as possible when a Flight Attendant reports for duty following a missed report time. If the Flight Attendant's original pairing does not return to the location at which he/she was scheduled to report for duty he/she may be assigned to any other pairing that is scheduled to be completed at the same location.
- l. Flight Attendants who are unavailable for duty under this policy shall not be paid or credited for any flights missed and the Flight Attendant's minimum monthly guarantee shall be reduced by the amount of scheduled flight time for all flights missed. In addition, expenses incurred prior to the assignment of his/her original trip or new trip shall be the Flight Attendant's responsibility.
- m. A Flight Attendant may use the commuter policy protection no more than four (4) times in any consecutive twelve (12) month period.
- n. If the Company is unable to verify that the Flight Attendant complied with these requirements, he/she shall be considered a "no show" for his/her trip and shall be subject to disciplinary action.
- o. This policy may be changed by mutual agreement between the Company and the Union.

N. New Equipment

Prior to introducing any new aircraft types-into service, the Company shall meet with the Union to discuss the level of service to be provided on such new aircraft. If the Company introduces new equipment that requires training, the Company will meet with the Union to discuss the level of training to be provided on such new equipment.

O. Cabin Service

The Company shall advise the MEC President when it intends to institute a major change(s) in the cabin service to discuss the extent of the change(s), procedures to be followed, and other pertinent matters prior to the implementation of such service.

P. The Company, at the Flight Attendants request, shall either reimburse for or provide Flight Attendants vaccinations required by the Center for Disease Control for travel to destinations served by the Company. Additionally, upon request, the Company shall provide Flight Attendants with Hepatitis A and Hepatitis B vaccinations as a part of his/her preventative health maintenance, and administered by a participation network provider, under the Company's medical plan. Vaccinations shall be completely voluntary unless required by a regulatory agency.

Q. Reciprocal Cabin Seat Agreements

The parties agree that, within the Company's control, they shall develop and maintain reciprocal Agreements with other airlines to allow Air Wisconsin Flight Attendants the ability to travel on those airlines on a space-available basis.

R. Cabin Monitoring

There shall be no installed video or audio monitoring of Flight Attendants in the aircraft, by the Company unless required by regulations.

S. Missing, Internment, Hostage, or Prisoner of War Benefits

Any Flight Attendant who, while in the 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, is hijacked or is held hostage (hereafter collectively referred to as "illegally interned") shall accrue seniority and longevity, and shall receive the following benefits until he/she returns to active employment with the Company or as otherwise provided in this Section:

1. The Flight Attendant shall be paid his/her average monthly compensation received during the last three (3) months he/she worked with the Company, less legally mandated deductions and deductions and contributions previously authorized by the Flight Attendant. Where the Flight Attendant would be entitled to longevity raises, the Flight Attendant shall be paid in accordance with those raises.
2. Full vacation and sick leave credit shall continue to accrue.
3. a. To the extent permitted by law and Company policy (e.g., Company Pass Policy and Travel Agreements, including Interline Agreements), continuation of travel

- benefits for dependents of the Flight Attendant shall continue.
- b. If death of a Flight Attendant is established, or if there is sufficient presumption of death, all benefits set forth in Paragraph C. above shall cease and death/survivor benefits, if any, shall be paid.
 - c. If the parties are unable to confirm whether a Flight Attendant falling under this Section is alive or dead, compensation and other benefits under this Section shall continue to be paid by the Company to the beneficiaries (or trust account) indicated on the Company online form until death/survivor benefits, if any, are paid or until a twelve (12) month period has passed, whichever occurs first.
 - d. The Company shall make an on-line form available for Flight Attendants to provide directions to the Company on how to comply with the provisions of this Section. If a Flight Attendant has not provided direction to the Company via this form on how to comply with the provisions of this Section, the default directions shall be to make the disbursed under this Section to; (1) the account to which the Flight Attendant has direct deposit established for his/her regular payroll; (2) if the Flight Attendant does not have direct deposit established to the Flight Attendant's beneficiary listed on his/her Company provided life insurance; (3) If no beneficiary exists, then the disbursements shall be held by the Company and placed into an interest bearing account in the Flight Attendant's name at a financial institution of the Company's choice until claimed by the Flight Attendant; however, in the event of the Flight Attendant's death prior to receipt, the disbursements shall be paid to the legal representative of the Flight Attendant's estate.
 - e. The Flight Attendant shall notify the Company of any government benefits and/or any compensation received by the Flight Attendant for work performed during the twelve (12) month period. The Company may deduct such compensation and benefit amounts from the pay the Company owes the Flight Attendant.

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

T. Drug & Alcohol Testing

- 1. A Flight Attendant who undergoes a random alcohol and/or drug test will be considered to be on duty until the completion of the test(s). If an alcohol and/or drug test is completed after 2000 Local on the last day of a trip, the Flight Attendant will be provided a Company paid hotel room, if requested.
- 2. A Flight Attendant will not be required to take a random alcohol and/or drug test on a day off. This restriction will not apply if a random alcohol and/or drug test conducted at the conclusion of a trip carries over into the Flight Attendant's day off or if a Flight Attendant picks up a trip on a scheduled day off. If the random alcohol and/or drug test requires the Flight Attendant to remain on duty past 02:00, she/he will be provided an additional day off.
- 3. If an alcohol and/or drug test causes a Flight Attendant to miss or lose a trip, the Flight Attendant will be made whole if the test result is negative or has been invalidated.
- 4. A Flight Attendant who is required to submit to a "reasonable suspicion" test will be permitted to contact an AFA representative or another witness who is also an AFA member, however, such contact may not delay the test by more than twenty (20) minutes.
- 5. A Flight Attendant removed from her/his flying due to an MRO report of a negative drug test with safety concerns will be protected for the entire duration of the removal. Any costs incurred in evaluating safety and/or fitness for duty will be the responsibility of the Company. This does not include any additional prescribed treatment. The MRO will provide a copy of any and all documents generated as a result of this evaluation.
- 6. The Company shall maintain procedures in connection with testing which shall permit a Flight Attendant at his/her own expense, to submit a "split sample" to the Company's collector at the time the initial drug test is taken.
- 7. All Flight Attendants shall be subject to drug/alcohol testing as required by federal law and under the Company's Non-DOT testing policy.

U. Security Sweeps

1. Flight Attendants shall not be responsible for the first flight of the day security sweeps except where the TSA does not allow or the aircraft has diverted to a station not normally served by Air Wisconsin.
 2. This provision is contingent upon our mainline partner's Agreement to provide the service. In the event that the service is not provided by our mainline partners (current or future), Air Wisconsin agrees to provide written documentation of its request for such services.
- V. If a Flight Attendant is required to wait more than sixty (60) minutes for a hotel room assignment during irregular operations, the Flight Attendant and Crew Services may mutually agree to allow the Flight Attendant to secure his/her own accommodations to be reimbursed by the Company upon submission of an expense report. The Company may not unreasonably withhold approval but will take into account operational risks, including whether it is acceptable to allow the Flight Attendant to separate from his/her front end crew.

SECTION 26 ◆ SAFETY

- A. Recommendations of the AFA MEC Health and Safety Chairperson shall be considered in relation to matters concerning Flight Attendants, equipment and passenger safety.
- B. The AFA MEC Health and Safety Chairperson and designated alternates shall be on the Accident/Incident Notification list.
- C. In the event of an accident or incident as defined by the FAA while on duty, the Company shall pay the difference between the worker's compensation pay and his/her minimum line guarantee for the first year after the accident or incident. In addition, the Company shall pay the employer's share of health insurance premiums for the first year.
- D. The AFA MEC Health and Safety Chairperson shall be extended the same professional courtesies as given other employee safety representatives. The AFA MEC Health and Safety Chairperson shall be notified and may attend any Air Wisconsin/FAA aircraft demonstration which includes Flight Attendants, including all emergency evacuations.
- E. General
 - 1. The Company shall provide a safe, healthy and secure work place.
 - 2. The Company shall invite up to five (5) AFA representatives to participate as a group in the first yearly recurrent class. This shall qualify as their annual recurrent training in accordance with FAA guidelines. These Flight Attendant(s) shall be paid in accordance with contractual requirement.
 - 3. In the event of a bomb threat, Flight Attendants shall not be required to search for bombs and/or other suspicious or potentially dangerous items on an aircraft, or to remain on board during such a search while the aircraft is on the ground.
- F. Safety Information
 - 1. Prior to implementing a new class of service or seat reconfiguration, the Company shall meet and confer with the MEC President or designee relating to any safety related items.
 - 2. The Company and the AFA Health and Safety Committee Chair, shall meet up to three times a year upon request to study and evaluate matters relating to Flight Attendant safety, health and security. The Company shall provide positive space transportation in accordance with their Marketing Partner Agreement(s) for one (1) member for each meeting. At management discretion meeting may be held via audio or video conferencing.

3. The Company shall notify the AFA MEC Health and Safety Chairperson and MEC President once a decision has been made to add new aircraft to its fleet not covered by this Agreement or to reconfigure or re-design the interior of aircraft covered by this Agreement. The Company shall meet and confer with the AFA MEC Health and Safety Chairperson to discuss inflight safety concerns and to allow the Association to review and comment on the proposed aircraft acquisition or changes to the cabin interior of the current fleet. This process will not prevent the Company from moving forward with operational decisions.
4. Immediately following a security event (within twenty-four (24) hours), the Company shall brief the AFA MEC Health and Safety Chairperson. Prior to disseminating sensitive security information to the Flight Attendants, the Company shall make a reasonable effort to contact the AFA MEC Health and Safety Chairperson.
5. The Company shall provide the AFA MEC Health and Safety Chairperson with information from security directives approved for release to Flight Attendants by the TSA and the Airline Security Officer.

G. Record-Keeping Requirements

Upon request, the Company shall provide the AFA MEC Health and Safety Chairperson with copies of Flight Attendant injury reports and safety related inflight Reports.

H. Accident/Serious Incident/Hijacking

1. Upon learning of an aircraft accident/serious incident/hijacking involving a Company aircraft with a Flight Attendant onboard, the Company shall promptly notify the MEC President or designee. These events are defined as follows:
 - a. Aircraft Accident – An occurrence which causes damage to a Company aircraft with a Flight Attendant onboard in which there is a death or serious injury, or in which the aircraft receives substantial damage.
 - b. Hijacking (Air Piracy) – Seizure or attempted seizure of a Company aircraft with a Flight Attendant onboard by actual or threatened force or violence.

- c. Serious Incident – An occurrence on a Company aircraft with a Flight Attendant onboard involving any of the following:
 - (1) Serious injury to a Flight Attendant;
 - (2) Emergency evacuation of an aircraft or cabin preparation for an emergency landing;
 - (3) Inflight fire;
 - (4) Fire or smoke onboard resulting in injuries to a Flight Attendant;
 - (5) Aircraft decompression;
 - (6) Severe turbulence resulting in injuries or interior damage;
 - (7) Death onboard.
 - (8) Assault and/or crew interference as referenced in threat levels two (2) through four (4) of the Security Section in the Flight Attendant Manual.
2. The Company shall provide the MEC President or his/her designee with any equivalent preliminary notification report(s) for events outlined above.
3. If a hotel room(s) becomes necessary due to an aircraft accident, serious incident or hijacking, the Company shall provide single room accommodations, adjacently located if possible.
4. In the event of any accident if the Company is granted access to the crash site, the Company shall endeavor to include the AFA MEC Health and Safety Chairperson or AFA Qualified designee(s) among those granted access to the site.
5. A Flight Attendant requested or required by the Company, government agency, or court of law to be interviewed or questioned regarding an accident or incident investigation involving a Company aircraft shall be released from schedule to do so and shall be furnished free, positive space transportation by the Company. If the Company, government agency, or court of law makes such a request, the Flight Attendant shall be pay protected
6. The Company shall provide positive space travel to the site of any aircraft accident for at least two (2) members of the Union Accident Investigation Team. The Company may also provide transportation on their accident “Go Team” flight.

7. The Company shall permit the AFA designee release from duty, after an aircraft accident involving Company aircraft utilizing Flight Attendants to participate in the investigation and continue to allow such release from duty. When it is mutually agreed upon that the participation of the Flight Attendant is no longer needed, the Flight Attendant will be returned to duty. If the AFA designee is flying, they shall be removed from the schedule upon request.

I. Crew Member Physical Assault

The Company shall maintain zero tolerance for assaults and/or interference involving crew members as determined by the Company.

J. Hostile Situations

The Company shall notify the MEC President or designee immediately upon receipt of information regarding hostile situations (i.e., terror threats and/or political disruptions) that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President or designee, the Company shall meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

K. Fatigue Calls

In the event a Flight Attendant calls in fatigued, he/she may be transferred to the Inflight on call manager for an evaluation of the situation. The Inflight Manager will contact the MEC President (or designee) who, if immediately available, will have the role of witness/observer. Together, the manager and Flight Attendant will discuss the circumstances that led up to her fatigue call and determine if a) the flight attendant needs medical attention and/or b) whether the call will be considered excused, unexcused or a sick call.

L. Exposure to Noise

The Company shall provide ear plugs. Disposable versions of this personal protective equipment shall be available to Flight Attendants free of cost. These ear plugs shall be made available in all crew rooms.

M. Hepatitis B Virus, Tuberculosis, Human Immunodeficiency Virus & Any Other Communicable Disease.

1. Notification – The Company shall immediately notify a Flight Attendant upon learning from an official source that he/she may have been exposed to Hepatitis B, Tuberculosis, HIV virus and/or any other communicable disease in course of his/her duties and shall provide testing and follow-up services.

2. In conjunction with Paragraph M.1. above, Post-Exposure Evaluation & Follow-Up – All expenses for post-exposure medical evaluation, accredited laboratory testing and counseling services following possible exposure shall be provided to the exposed Flight Attendant at Company expense. All diagnoses shall remain confidential.

N. Access to Secure Areas

Where allowed by local government agencies, the Company shall assist, the Association in obtaining security badges(s) and customs hologram(s) for the AFA MEC and LEC Health and Safety Chairpersons. All costs including administrative fees and potential fines shall be the responsibility of the AFA.

O. Uniform Material

The fabric used in Flight Attendant uniforms shall conform with Class 1 standards of 16 CFR Part 1610, Standard for the Flammability of Clothing Textiles.

P. Work Environment

The Company shall have a process in place to provide for clean hard floor surfaces on all aircraft prior to the first flight of the day.

Q. Lavatory

1. Upon request, Flight Attendants shall be given time on the ground free of other duties in order to utilize an airport lavatory if they are working on an aircraft with an inoperative lavatory.
2. PPE -- The Company shall normally provide antiseptic hand cleanser or towelettes, and non-latex vinyl gloves in each Inflight kit for Flight Attendant use.

SECTION 27 ◆ EMPLOYEE ASSISTANCE PROGRAM AND PROFESSIONAL STANDARDS

- A. AFA EAP contact information shall be offered when providing the Company's EAP resources to Flight Attendants.
- B. A Flight Attendant shall not be disciplined for attending an alcohol or drug rehabilitation program if on a leave approved by the Benefits Department. If eligible, sick leave and vacation may be used while obtaining treatment and all applicable insurance coverage shall remain in full effect, as provided for in the Company's group health plans.
- C. The Union may communicate AFA EAP services information during the Union presentation to Flight Attendants in Initial Training. The Union may place written materials outlining AFA EAP services in the Flight Attendant v-files on an annual basis. In addition, the Company shall place a link to the AFA EAP site on its intranet portal.
- D. At the Company's discretion, when a conflict between co-workers is brought to the attention of the Company, the Company may refer that issue and the Flight Attendants involved to the Professional Standards component of the AFA EAP. The AFA EAP Professional Standards may handle issues affecting the professional conduct of Flight Attendants that does not implicate legal or safety concerns. These issues may include conflicts between Flight Attendants, Flight Attendants and other Air Wisconsin employees (but not customers) which involve actions by Flight Attendants. Both the Union and the Company recognize that Inflight Services' traditional authority and responsibilities regarding proficiency and safety shall not be altered in any way by these provisions. The Company will not cite, referral or use of Professional Standards or the Employee Assistance Plan by a Flight Attendant in any subsequent disciplinary proceeding or in work history.
- E. The Company shall meet quarterly upon request, with the MEC EAP Chairperson. The MEC EAP Chairperson shall be provided transportation on a positive space basis in accordance with the standard Air Wisconsin policy.

- F. Paid trip removal, reasonable expenses and positive space travel shall be provided to the AFA MEC EAP Chairperson and agreed upon Representative(s) to provide EAP support following an Air Wisconsin aircraft incident/accident, as defined by the NTSB, which impacts the Flight Attendant, with the concurrence of the Vice President of Inflight and Customer Service. If requested by the Union, with the Company's concurrence, other critical situations that involve Air Wisconsin employees may be considered for paid trip removal and positive space travel, if available, for AFA EAP Representative(s) to provide EAP support.
- G. The Company shall provide the Union with a copy of the annual statistical report that is submitted to the Department of Transportation (DOT) with respect to the Flight Attendant work group DOT drug and alcohol tests.
- H. The Company will provide AFA EAP committee members positive space travel, if available through the Company's Marketing Partner(s) Agreement(s), to attend the initial AFA EAP trainings.
- I. The Company shall notify AFA of any changes to the Company's EAP program, including choice of vendor and available benefits associated with such program.

SECTION 28 ♦ DURATION

This Agreement shall become effective on the date of signing and shall continue in full force and effect for a period of two (2) years and shall renew itself without change each succeeding year thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I, of the Railway Labor Act, as amended, at least sixty (60) days prior but no more than one hundred eighty (180) days prior to the date hereof.

SIGNATURES

In witness whereof, the parties have signed this Agreement this
____ th day of _____, 2021.

**AIR WISCONSIN
AIRLINES**

**ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO**

Robert Binns
President and Chief Executive
Officer

Sara Nelson
International President

Robert Frisch
Senior Vice President and Chief
Operating Officer

Doris Millard
MEC President

Tina Vos
Managing Director of Human
Resources

Lynn Rutley
AFA Negotiating Committee

Kieran Whitney
Managing Director of
Operational Support and Inflight

Ruthanna Jenkins
AFA Negotiating Committee

Richard P. Wrede
AFA Senior Attorney/Negotiator

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Air Wisconsin Airlines Corporation (the "Company") and the Association of Flight Attendants-CWA (the "Union") collectively, the "parties."

WHEREAS Federal Aviation Regulation 14 C.F.R. 121.467(b)(13), which applies to the Company's Flight Attendants, requires the Company relieve each flight attendant engaged in air commerce from all further duty for at least twenty-four (24) consecutive hours during any seven (7) consecutive calendar days ("the 24 in 7 Rule");

WHEREAS the Union, on behalf of Brett Richardson, filed grievance number 03-03-02-19-05 on July 11, 2005, disputing the Company's denial of a trip adjustment submitted to the Company's Crew Scheduling Department on July 8, 2005; and

WHEREAS the Union, on behalf of Michelle Devereux, filed grievance number 03-03-02-15-05, disputing the Company's denial of a trip adjustment submitted to the Company's Crew Scheduling Department on May 20, 2005; and

WHEREAS the Richardson and Devereux requested schedule adjustments were denied by the Company to ensure compliance with the "24 in 7 Rule;" and

WHEREAS the parties have settled grievance numbers 03-03-02-19-05 and 03-03-02-15-05 and all other grievances filed by the Union concerning the "24 in 7 Rule."

THEREFORE, for and in full consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the parties agree and covenant as follows:

1. Within thirty days following the date of execution of this Settlement Agreement, the Company agrees to issue written guidelines to the Company's Flight Attendants regarding the Company's approval/disapproval criteria used by the Company's Crew Scheduling Department in evaluating schedule adjustments to ensure compliance with the "24 in 7 Rule."

These guidelines will be referred to by the parties as the "24 in 7 Rule guidelines." An initial draft of the 24 in 7 Rule guidelines is attached hereto as Exhibit A.

2. The 24 in 7 Rule guidelines apply to the following flight attendant schedule adjustments:
 - a. "Trip Trades" (i.e., schedule adjustments between two flight attendants) between flight attendants; and
 - b. "Swaps" (i.e., a trip add from open time made in conjunction with a trip drop into open time); and
 - c. Trip Adds (i.e., a straight pick up from open time).
3. Prior to implementing and publishing changes to the 24 in 7 Rule guidelines, the Company will give written notice to the Union, at which time the Union may offer its input regarding such changes. The Company will consider the Union' input prior to making any changes.
4. After providing prior notice to the Union as set forth above in paragraph 3, the Company's Flight Attendants will be given notice at least thirty days prior to the Company's implementation of any changes in the 24 in 7 Rule guidelines, unless mandatory compliance by the Federal Aviation Administration or other governmental agency requires otherwise.
5. The Union agrees to dismiss with prejudice and consider null and void grievance numbers 03-03-02-19-05 and 03-03-02-15-05 and all other grievances filed by the Union concerning the "24 in 7 Rule."
6. This Settlement Agreement constitutes full and final settlement of all claims arising from grievance numbers 03-03-02-19-05 and 03-03-02-15-05 and all other grievances filed by the Union concerning the "24 in 7 Rule" In addition, this Settlement Agreement will not be the subject of any grievance or cause of action against the Company except to enforce the terms of this Settlement Agreement.

AWA / AFA CONTRACT

7. This Settlement Agreement will not constitute a precedent for use in any other matter.
8. This Settlement Agreement is entered into to resolve disputed claims, and shall not be construed as an admission that the Company violated any agreement or is liable on any other basis.
9. The language of all parts of this Settlement Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Should any provision of this Settlement Agreement be declared or be determined by any court or other body with proper jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

Agreed to this 14th day of March, 2006

AIR WISCONSIN AIRLINES CORPORATION

By: Lisa Conover
Lisa J. Conover
Vice President Employee & Labor Relations

ASSOCIATION OF FLIGHT ATTENDANTS-CWA

By: Sara Sharples
Sara Sharples
AFA-CWA MEC President

EXHIBIT A

"24 in 7 Rule Guidelines"

DATE: April ____, 2006

TO: All AWAC Flight Attendants

FROM: Laurie Martin, Managing Director, Inflight Services

RE: "24 in 7 Rule Guidelines"

In accordance with its discretion as provided in Section 11 of the collective bargaining agreement between the Company and the Flight Attendants as represented by the AFA-CWA, the Company issues the following guidelines concerning the "24 in 7 Rule":

1. These guidelines apply to the following flight attendant schedule adjustments:
 - a. "Trip Trades" (i.e., schedule adjustments between two flight attendants);
 - b. "Swaps" (i.e., a trip add from open time made in conjunction with a trip drop into open time); and
 - c. Trip Adds (i.e., a straight pick up from open time). \
2. The Company may apply a one (1) hour buffer when evaluating the following requested schedule adjustments:
 - **Swaps and Trip Adds where the trip can be split in domicile.**
3. The Company may apply a two (2) hour buffer when evaluating the following requested schedule adjustments:
 - **Swaps and Trip Adds where the trip cannot be split in domicile.**
 - **All Trip Trades regardless of whether the trip can or cannot be split in domicile.**
4. If, after approving the Trip Trade, Swap or Trip Add request, the Company is required to drop time from the Flight Attendant's schedule to comply with the "24 in 7 Rule," that would otherwise not have been dropped if the Trip Trade, Swap or Trip Add had not been approved, the time

dropped from the Flight Attendant's schedule will be without pay. Under these circumstances, if the Flight Attendant is able to get back into his/her trip, any travel associated with getting back into the trip, will be without pay. In order to get back on his/her trip, the Company may, at its discretion, provide the Flight Attendant with on-line or off-line positive space travel.

5. For all schedule adjustments submitted to the Crew Scheduling Department, whether submitted via facsimile or FLICA, that require the Flight Attendant(s) to waive the "six-day in a row" requirement, the Flight Attendant(s) must note where in his/her schedule the twenty-four (24) hour break occurs.

6. To the extent these guidelines conflict with the parties' collective bargaining agreement, the collective bargaining agreement will govern.

7. All other policies and procedures related to schedule adjustments, including those provided for in the Flight Attendant Manual, remain unchanged.

8. Changes to these guidelines may be made from time to time, however, the Company will give the Flight Attendants notice at least thirty (30) days prior to implementing such changes.

AWA / AFA CONTRACT

Letter of Agreement
Between
Air Wisconsin Airlines Corporation, Inc.
And
The Flight Attendants
In the service of
Air Wisconsin Airlines Corporation, Inc.
As represented by
Association of Flight Attendants-CWA, AFL-CIO

ADMINISTRATIVE MANUAL INCORPORATION PROCESS

THIS LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with provisions of Title II of the Railway Labor Act, as amended, by and between AIR WISCONSIN AIRLINES CORPORATION, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of AIR WISCONSIN AIRLINES CORPORATION, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO, (hereinafter referred to as "AFA" or the "Association").

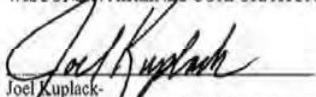
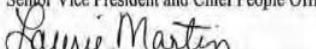
WHEREAS, the parties have agreed that to the extent possible to incorporate provisions of the Administrative Manual into the Collective Bargaining Agreement;

NOW THEREFORE, the parties agree to the following:

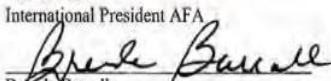
1. Sections of the Administrative Manual that are entirely incorporated and/or eliminated shall be closed with no new entries going forward.
2. Those sections and/or provisions that were not incorporated and/or eliminated by mutual agreement shall remain in the Administrative Manual and may be amended going forward by mutual agreement.

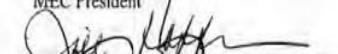
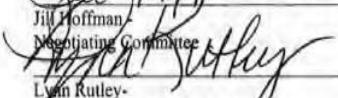
IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement as of June 27, 2012.

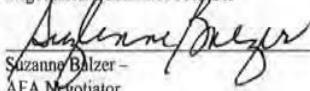
FOR:
WISCONSIN AIRLINES CORPORATION


Joel Kuplack -
Senior Vice President and Chief People Officer

Laurie Martin -
Managing Director of Inflight Services

FOR:
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO


Veda Shook -
International President AFA

Brenda Barrall -
MEC President


Jill Hoffman -
Negotiating Committee Member

Lynn Rutley -
Negotiation Committee Member


Suzanne Balzer -
AFA Negotiator

AWA / AFA CONTRACT

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And
The Flight Attendants
In the service of
Air Wisconsin Airlines Corporation, Inc.
As represented by
Association of Flight Attendants-CWA, AFL-CIO

SHARED LINE FLYING

THIS LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with provisions of Title II of the Railway Labor Act, as amended, by and between AIR WISCONSIN AIRLINES CORPORATION, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of AIR WISCONSIN AIRLINES CORPORATION, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO, (hereinafter referred to as "AFA" or the "Association").

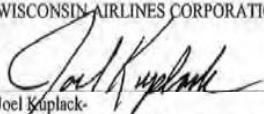
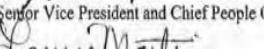
WHEREAS, the parties have agreed there may be an interest in "Line Sharing" and the Association intends to survey the membership establish a level of interest;

NOW THEREFORE, the parties agree to the following:

After ratification of the Agreement the Company and the Association shall meet to discuss whether to negotiate a "Shared Line" program.

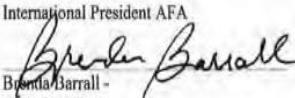
IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement as of June 27, 2012.

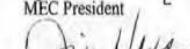
FOR:
WISCONSIN AIRLINES CORPORATION


Joel Kuplack -
Senior Vice President and Chief People Officer

Laurie Martin -
Managing Director of Inflight Services

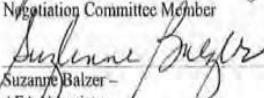
FOR:
THE ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO


Veda Shook -
International President AFA


Brenda Barrall -
MEC President


Jill Hoffman -
Negotiating Committee

Lynn Rulley -
Negotiation Committee Member


Suzanne Balzer -
AFA Negotiator

AWA / AFA CONTRACT

Letter of Agreement
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Air Wisconsin Airlines Corporation, Inc.
As represented by
Association of Flight Attendants-CWA, AFL-CIO

Supplemental Insurance Benefits

THIS LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with provisions of Title II of the Railway Labor Act, as amended, by and between AIR WISCONSIN AIRLINES CORPORATION, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of AIR WISCONSIN AIRLINES CORPORATION, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO, (hereinafter referred to as "AFA" or the "Association").

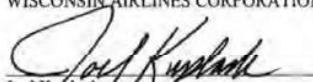
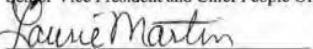
WHEREAS, the parties have agreed to source Supplemental Insurance Benefits;

NOW THEREFORE, the parties agree to the following:

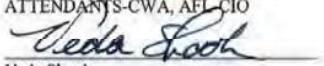
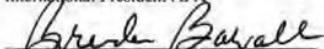
The Company agrees to source Supplemental Insurance Benefits within 6 months of DOR. The benefits will be compared. The product with the lower cost that has equal or better benefits will be selected by the union. Either product will be at the Flight Attendants expense and will be payroll deducted.

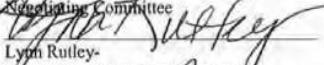
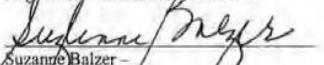
IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement as of June 27, 2012.

FOR:
WISCONSIN AIRLINES CORPORATION


Joel Kuplack -
Senior Vice President and Chief People Officer

Laurie Martin -
Managing Director of Inflight Services

FOR:
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO


Veda Shook -
International President AFA

Brenda Barrall -
MEC President

Jill Hoffman -
Negotiating Committee Member

Lynn Rutley -
Negotiating Committee Member

Suzanne Balzer -
AFA Negotiator

**Letter of Agreement
Between
Air Wisconsin Airlines, LLC.
And
The Flight Attendants
In service of
Air Wisconsin Airlines, LLC.
As represented by
The Association of Flight Attendants-CWA**

DUES DELINQUENCIES

This LETTER OF AGREEMENT (hereinafter referred to as the "Letter") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines, LLC. (hereinafter referred to as the "Company") and the Flight Attendants in service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the "Association").

WHEREAS, the parties agree that providing Flight Attendants with a convenient means of curing membership dues or service charges delinquencies is beneficial to the parties' labor relations, helps avoid Flight Attendant discharges under Section 24 ("AGENCY SHOP AND DUES CHECKOFF"), and will assist Flight Attendants with attaining "Good Standing" in the Association so that they may cast a vote upon the Tentative Agreement.

NOW THEREFORE, the parties agree to the following:

The provisions of Section 24.G.5. of the collective bargaining agreement are stricken and replaced, as follows:

In addition to all deductions for membership dues and service charges referenced herein, the Company shall deduct from the second paycheck of each month an additional amount for the purpose of satisfying any current or future dues or service charges arrears obligation, and remit such deductions to the Association. The arrearages deducted in a single paycheck shall not be greater than one (1) month's dues/service charges. Such deduction shall continue until the delinquent dues/service charges are satisfied.

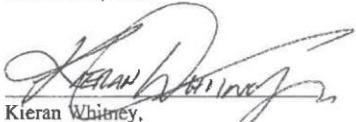
In addition, the Company agrees to deduct the full amount of any Flight Attendant's membership dues or service charges delinquencies from that Flight Attendant's signing bonus after ratification of the Tentative Agreement. The Association shall provide the Company with (1) a list of all Flight Attendants with dues/service charges delinquencies and the amount of such delinquencies, and (2) authorizations or promissory notes from all such Flight Attendants sufficiently in advance of the issuance of the signing bonus so that deductions may be effectuated.

AWA / AFA CONTRACT

Page 2

IN WITNESS WHEREOF, the parties hereto have signed this Letter as of September _____, 2020:

FOR:
AIR WISCONSIN
AIRLINES, LLC.


Kieran Whitney,
Managing Director of Inflight and
Customer Service

Tina Vos
Tina Vos,
Managing Director of Human Resources
Air Wisconsin Airlines

FOR:
THE ASSOCIATION OF FLIGHT
ATTENDANTS-CWA.


Sara Nelson,

International President


Doris Millard,

Master Executive Council President


Peter Swanson

Senior Staff Attorney

LETTER OF AGREEMENT
by and between
AIR WISCONSIN AIRLINES LLC
and the
FLIGHT ATTENDANTS
in the service of
AIR WISCONSIN AIRLINES LLC
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

HOTEL SELECTION PROCESS

This LETTER OF AGREEMENT (herein referred to as "Agreement") made and entered into in accordance with the provisions of the Railway Labor Act, as amended, is by and between AIR WISCONSIN AIRLINES LLC (hereinafter referred to as "the Company") and the Flight Attendants in service of AIR WISCONSIN AIRLINES LLC as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as "the Association").

WHEREAS, the Company and the Association have agreed upon a process to be used for the selection of hotels for lodgings for Flight Attendants which will be used for regular scheduled hotels; and

NOW, therefore, the undersigned parties agree on the following Hotel Selection Process:

1. This hotel selection process will be used by the Company and the Association's Hotel Committee for hotel selection unless the hotel is submitted to a process described in paragraph 12 below. This Agreement is supplemental to Section 7.H. of the collective bargaining agreement, and in no way changes the original intent or supersedes that language.
2. The parties agree that the goal of the process is to select mutually acceptable hotels.
3. When the Company identifies a new hotel market, or when either party wishes to change from a hotel currently being used for Flight Attendant overnight lodging, then the following process will be used for the parties' selection of a hotel. The parties agree that they will not seek to change hotels without justification.
4. On the first business day of the month (e.g. January 1st for February list), or sooner if possible, the Company will provide the Hotel Committee with a listing of cities it has identified as having an upcoming need for Flight Attendant lodging, including an estimated number of room nights by city with the understanding that the list is subject to change. In the event that the Company cannot meet the 1st business day they will notify

- the Association with the reason for the delay and an estimated timeline to provide the data.
5. The Company will provide the Hotel Committee any new information as it becomes available regarding hotels on our approved list.
 6. When the Company initiates a request to our hotel vendor, currently Travelliance for a hotel market study, the Company will notify the Hotel Committee as soon as practical that such request has been made, after which, as soon as practical, the parties will set a date to inspect the market(s). When the Company receives the market study it will forward it to the Hotel Committee Chair, or their designee, as soon as possible. The parties will then arrange to meet if they so choose to review the information jointly prior to hotel inspections. During the meeting the Company will identify the hotels it wishes to be inspected and the Hotel Committee can identify additional hotels to be inspected and considered in the location. It is the desire of the parties to have this information received as soon as possible and for ongoing dialogue when needed. Whenever possible the final market study will be presented at least five (5) business days prior to the date set for the inspection.
 7. All hotel contacts during the period the Company/Hotel contracts are being negotiated and administered will be made by the Company or its representatives. This does not preclude individual crewmembers from reporting specific incidents to hotel staff for resolution as they occur.
 8. Upon the completion of the scheduled inspections at each market location, the Hotel Committee and the Company will advise each other of their decision as to each hotel's acceptability and each party will provide the other party with information about the basis for such approval or disapproval prior to leaving the market location. A party may offer a conditional acceptance of a hotel if specific conditions can be achieved.
 9. The Company will contract with the hotel and report back to the Hotel Committee if any terms have been agreed upon as to such specific conditions. In the event approval was predicated upon such conditions the Company will provide an update to the Hotel Committee and the parties will discuss and agree as to whether the condition(s) has been met.
 10. The Hotel Committee may request that the company attempt to secure different or increased amenities, such as but not limited to discounts, or additional amenities, and the company will report the hotel's response to these requests.
 11. Hotel inspections by the parties will continue in a location until there is one or more mutually acceptable hotel(s). If in the first round of inspections a mutually acceptable hotel is not identified, additional hotel inspections will be conducted at the time of the original inspection whenever practical. If the additional inspections to identify a mutually acceptable hotel cannot be immediately continued prior to crews beginning overnights, an interim hotel will be selected by the Company for use in that location and every reasonable effort will be made to find a mutually agreeable hotel as soon as practical.
 12. The parties agree to continue to work toward defining another hotel selection process specific to the need for what is being referred to as "short term, last minute, or limited

AWA / AFA CONTRACT

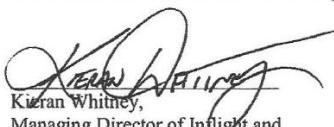
"use" properties. The issue of hotel selection for irregular operations will also continue to be worked on by the parties toward an agreement while the parties preserve their respective positions and ability to utilize the grievance process in the event agreements are not reached. Nothing in this Agreement will bind the parties on those topics.

13. Irregular Operations. When irregular operations (e.g. weather, diversions, etc.) or hotel special events/circumstances (e.g. disruptive conventions, inoperative facilities or utilities, safety or security issues crew room demands exceeding contract capacity, etc.) require Flight Attendants to layover in an unscheduled location and/or to stay in an unscheduled hotel, Crew Scheduling or the appropriate Company representative will be authorized to secure appropriate hotel accommodations. The Company will first attempt to secure accommodations at our alternate hotels. If alternate hotels are not available, the Company will make every reasonable effort to ensure such accommodations meet all minimum requirements in accordance with the provisions of Section 7 of the collective bargaining agreement.

14. The parties agree that Grievance No. 03-99-02-06-18 is withdrawn without prejudice.

This Letter of Agreement shall be effective on the date of signing:

ACCEPTED AND AGREED TO THIS 23 day of September 2020.



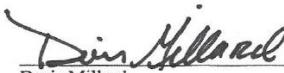
Kieran Whitney,
Managing Director of Inflight and
Customer Service
Air Wisconsin Airlines



Sara Nelson,
International President
Association of Flight Attendants – CWA



Tina Vos,
Managing Director of Human Resources
Air Wisconsin Airlines



Doris Millard,
Master Executive Council President
Association of Flight Attendants – CWA



Peter Swanson,
Senior Staff Attorney
Association of Flight Attendants – CWA

AWA / AFA CONTRACT

SETTLEMENT AGREEMENT
by and between
Air Wisconsin Airlines LLC
and
The Association of Flight Attendants - CWA

SURFACE DEAHEAD
Grievance Nos.
03-03-02-15-18, 03-03-02-16-18, and 03-99-02-24-18.

The parties to the Collective Bargaining Agreement ("CBA"), Air Wisconsin Airlines LLC ("Company") and the Association of Flight Attendants-CWA ("Association"), hereby agree to settle Grievance Nos. 03-03-02-15-18, 03-03-02-16-18, and 03-99-02-24-18 ("Grievances") on the following terms:

1. For purposes of surface deadhead, the block to block time shall be the agreed or actual ground time between city pairings. The agreed times for surface deadhead between the following city pairings are:

ORD-MKE: 1 hour 12 mins. (1:12)
DCA-IAD: 40 mins. (0:40)
MLI-PIA: 1 hour 30 mins. (1:30)
MLI-CID: 1 hour 25 mins. (1:25)

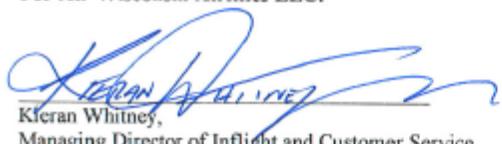
If the time is more than five minutes (:05) longer than the times listed above, or for city pairings not listed above, the Flight Attendant will be required to call Crew Scheduling immediately after the surface deadhead for any necessary schedule and pay adjustments. Failure to call Crew Scheduling at the time will negate any schedule change for the next duty day.

2. For settlement of this Grievance only, the Company agrees to pay the following Flight Attendants 100% of the surface deadhead time as alleged in the Grievances: Anthony Molina (May 14, 2018, 30 mins. at pay rate of \$26.58), Cecile Dawkins (May 14, 2018, 30 mins. at pay rate of \$31.32), and Susan Elkendier (June 23, 2018, 36 mins. at pay rate of \$34.06).
3. The Grievances are resolved.

ACCEPTED AND AGREED TO THIS 11th day of December 2020:

AWA / AFA CONTRACT

For Air Wisconsin Airlines LLC:



Kieran Whitney,
Managing Director of Inflight and Customer Service

For the Association of Flight Attendants-CWA:



Doris Millard,
Master Executive Council President