

PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO AND UNITED AIRLINES, INC. IN ACCORDANCE WITH SECTION 6, TITLE 1 OF THE RAILWAY LABOR ACT.

OCTOBER 4, 2021

LEGEND

All Sections of the Agreement remain "BOOK" unless otherwise indicated in the following document.

These following identifiers will be placed above the paragraph/section to denote the appropriate change to the section:

BOOK - Indicates no change.

CLARIFY – Indicates the language is current policy, practice or Understandings, Letters of Agreement which have been incorporated from Section 32, and Letters of Agreement which have not been previously inserted into the Agreement.

AMEND – Indicates language in the Agreement that has been changed, altering the meaning by adding and/or deleting words, sentences, or paragraphs.

NEW – Indicates new language.

DELETE – Indicates that an entire Section or Paragraph has been removed.

The following formats will be used within the body of a paragraph:

Strikethrough – Indicates words, sentences, or paragraphs that have been deleted.

Italics – Indicates provisions *to be discussed* (*TBD*)

<u>Underlining</u> - Any language that has been <u>clarified</u>, <u>amended</u>, <u>is new or has been</u> <u>moved</u> is indicated by underlining.

SECTION 1

RECOGNITION, SUCCESSORSHIP AND MERGERS

BOOK

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SECTION 2

DEFINITIONS

2-A.1. CLARIFY

2-A.1.

"Base" or "Domicile" means a geographic area designated by the Company where Flight Attendants are <u>based assigned</u>, and begin and end their pairings.

2-A.2. DELETE

2-A.2.

"Sub-Base" means a subset of Flight Attendants at a Base as provided for in Section 7-B.5.

2-C. DELETE

2-C. CO-TERMINALS.

"Co-Terminals" are two or more airports serving the same geographic area as designated below:

BWI-IAD-DCA Serving Washington

LGA-JFK-EWR Serving New York

MDW-ORD Serving Chicago

SFO-OAK Serving San Francisco

BUR-LAX-SNA Serving Los Angeles

2-I. CLARIFY

2-I. DRAFTING

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights. Drafting assignments for open pairings at a Base shall not be made more than six (6) hours prior to scheduled departure.

2-O. CLARIFY

2-O. FLIGHT SERVICE LEADER INTERNATIONAL PURSER

"Flight Service Leader" "International Purser" means a Flight Attendant, who in addition to her/his regular Flight Attendant duties, shall perform additional duties as described in Section 9-D.

2-P. AMEND

2-P. FLIGHT TIME

Actual

Actual flight time (block to block) means the time from the moment an aircraft moves from the blocks under its own power or under tow for the purpose of flight, until the time the aircraft comes to rest at an unloading point. the main cabin door closes at the departure station, until the main cabin door opens. If passenger access/egress is prohibited at other than a normal at a point where the door is opened, either international or domestic, flight time shall continue until passenger deplaning occurs or the flight departs.

Credited

Credited flight time means the time which is accumulated toward a Flight Attendant's monthly credited flight time maximum as described in Section 6. Credited flight time may be more than but cannot be less than actual flight time.

2-Q.1.a. AMEND

2-Q.1.a.

United States' and Guam's "holidays" shall include:

<u>September 11th</u>, New Year's Day, <u>Memorial Day</u>, Independence Day, <u>Labor Day</u>, Thanksgiving Day, Christmas Day and the Flight Attendant's Birthday.

2-Q.1.b. AMEND

2-Q.1.b.

United Kingdom's "holidays" shall include:

<u>September 11th</u>, New Year's Day, Easter Monday, August Bank Holiday, <u>International Workers' Day,</u> Christmas Day, <u>Boxing Day</u> and the Flight Attendant's Birthday.

2-Q.1.c. DELETE 2-Q.1.c. Hong Kong's "holidays" shall include: Chinese New Year, Handover Day, Christmas Day, National Day and the Flight Attendant's Birthday.

2-Q.1.d. DELETE 2-Q.1.d. Germany's "holidays" shall include: New Year's Day, Easter, Unification Day, Christmas Day and the Flight Attendant's Birthday.

2-Q.1.e. DELETE 2-Q.1.e. Japan's "holidays" shall include:

New Year's Day, National Founding Day, Greenery Day, Emperor's Birthday and the Flight Attendant's Birthday.

2-Q.2. AMEND AND CLARIFY

2-Q.2

Flight Attendants will be paid for the holidays specified for her/his their domicile country. No Flight Attendant shall be eligible to be paid for more than five (5) eight (8) holidays in any calendar year.

2-Y. CLARIFY

2-Y. On Duty/Duty Time

A Flight Attendant is "on duty" from the time she/he is required to and reports for duty to a place designated by the Company for the purpose of flying, deadheading to or from a flight assignment, <u>attending training or meeting(s)</u>, or Standby Reserve. A Flight Attendant's duty time shall continue through debriefing at a layover point or the Flight Attendant's Home Domicile.

2-Z. CLARIFY
2-Z. OPEN FLYING/TIME
<u>"Open Flying or</u> "Open Time" means:

2-Z.1. CLARIFY <u>2-Z.1.</u> Pairings dropped by Flight Attendants

2-Z.2. CLARIFY

<u>2-Z.2.</u>

Pairings remaining unassigned after all lines of flying have been constructed for a domicile for the month, to include variable staffed load positions when threshold is met.

2-Z.3. CLARIFY <u>2-Z.3.</u> All other miscellaneous flying for which compensation is paid.

2-BB. CLARIFY

2-BB. PAIRING/TRIP PAIRING/TRIP

"Pairing" or "Trip Pairing" or "Trip" means any combination of flying and/or deadheading which is arranged between legal rests at the Flight Attendant's Home Domicile. Each pairing shall be numbered and dated as required.

Pairings which contain working flight segments will have a single work position designator for each Flight Attendant which corresponds to the working position on specific aircraft as identified in the Staffing Sheets, and Position Matrices included in the monthly Bid Packets.

2-DD. CLARIFY

2-DD. PURSER

<u>On flights not requiring an International Purser</u>, "Purser" means a Flight Attendant who, in addition to performing Flight Attendant duties, is responsible for coordinating and directing the activities of the cabin crew, and for completing all required reports and documentation.

2-GG. CLARIFY

2-GG. RESERVE LINE

"Reserve Line" means a planned sequence of scheduled days of availability and days scheduled to be free from availability off.

2-HH. CLARIFY

2-HH. STANDBY RESERVE

"Standby Reserve" means a Flight Attendant on reserve status as defined in Section 8-N. who is called to the airport without a specific flight assignment.

2-JJ. CLARIFY

2-JJ. Reassignment/Reassigned

A Flight Attendant who has lost a pairing, or portion of a pairing through no fault of their own, and is assigned other flying for pay protection purposes shall be considered reassigned. Any reassignment must comply with Section 7-Q. For the purpose of complying with Section 7-Q, the terms: Modification, Modify, Reschedule, Re-route, Amend, or any similar terminology which signifies any flying not in the original pairing, shall mean Reassignment.

2-KK. CLARIFY 2-KK. Notification

2-KK.1. CLARIFY <u>2-KK.1.</u> <u>Notification occurs when there is a 2-way interaction between a Flight Attendant and</u> the Company. This notification can take one of four (4) forms.

2-KK.1.a. CLARIFY <u>2-KK.1.a.</u> <u>Company contacts Flight Attendant by phone.</u>

2-KK.1.b. CLARIFY <u>2-KK.1.b.</u> <u>Flight Attendant contacts Company by phone.</u>

2-KK.1.c. CLARIFY

<u>2-KK.1.c.</u>

Electronic notification through CCS (or future equivalent) which provides an acknowledgement function that is acted upon by the Flight Attendant.

2-KK.1.d. CLARIFY

<u>2-KK.1.d.</u>

Communication between the Flight Attendant and the Company via CCS Chat (or future equivalent). The chat may be initiated by either the Flight Attendant or the Company.

2-KK.2. CLARIFY <u>2-KK.2.</u> <u>This definition 2-KK, does not relieve the Company of its responsibility to notify Flight</u> <u>Attendants under section 7-Q. and 7-X.</u>

2-LL. AMEND AND CLARIFY 2-LL. Work With Window

2-LL.1. AMEND AND CLARIFY

<u>2-LL.1.</u>

A period of time designated in the bidding timeline where various administrative functions relative to the coming bid month are to occur. These functions include, but are not limited to:

2-LL.1.a. AMEND AND CLARIFY 2-LL.1.a. Restoration of Days Off

2-LL.1.b. AMEND AND CLARIFY <u>2-LL.1.b.</u> <u>Return to Work process</u>

2-LL.1.c. AMEND AND CLARIFY <u>2-LL.1.c.</u> <u>Processing and awarding PTO requests on file</u>

2-LL.1.d. AMEND AND CLARIFY <u>2-LL.1.d.</u> <u>Processing and awarding of DAT requests on file for the new month during the</u> <u>window pursuant to section 12-J.</u>

2-MM. CLARIFY

2-MM. Red-Eye Flight

A flight with any portion scheduled to operate from 0200 to 0400, local time.

2-NN. CLARIFY

2-NN. Add Pay

Hours or dollar values which are paid over and above flight time.

2-00. CLARIFY

2-00. Reserve Pool

The Reserve Pool is shown on the calendar display of the Electronic Bulletin Board on CCS (or future equivalent). On a daily basis, the Reserve Pool shows the number of Reserves available (RSV), the number of open pairings (OPN), the Company's estimated minimum number of Reserves needed (LVL), The combination of these numbers produces the NET (RSV - OPN), and the TOT (NET - LVL) These values, either positive, negative or neutral determine whether a day is available to be dropped in a trip trade or is "blocked" due to insufficient coverage.

2-PP. CLARIFY

2-PP. Paid Activity

Paid Activity is used to calculate accrual values for Vacation and Sick Leave Bank.

2-QQ. CLARIFY

2-QQ. Displaced/Displacement

<u>A Flight Attendant is displaced when a member of management flies their trip for them pursuant to section 3-M.</u>

2-RR. CLARIFY

2-RR. Sacred Days

Days off preceding and following a scheduled vacation period. Sacred days are considered part of the vacation period as specified in Section 12-C.4.

2-SS. CLARIFY

2-SS. Health Care Provider

Health Care Provider means any health care facility, hospital, clinic, laboratory, nursing home, home health agency, pharmacy, physician, dentist, nurse, acupuncturist, chiropractor, or any other practitioner or organized entity certified or licensed to provide health care services.

2-TT. NEW

2-TT. Ground Time

<u>Scheduled or unscheduled time within a duty period that is not flight time including sit</u> <u>time between flights.</u>

2-UU. NEW

2-UU. Letter of Decision

<u>A written notification to a Flight Attendant of discipline or discharge issued within</u> seven (7) days of the Company decision to discipline of discharge the Flight <u>Attendant.</u>

2-VV. NEW

2-VV. Letter of Investigation (LOI)

Written notification to a Flight Attendant when the Company alleges any action or inaction on the Flight Attendant's part that may reasonably lead to discharge. Delivery of this notification shall start the timeline proscribed in Section 23-A.2.a.

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SECTION 3

GENERAL

3-A.2. AMEND

3-A.2.

Flight Attendants shall be entitled to use the cabin jumpseat. Use of the cabin jumpseat will be restricted to Flight Attendants employed by the Company will have priority for jumpseat use. United Inflight management and others specifically authorized by the Senior Vice President- Inflight Service shall also be permitted to use the cabin jumpseat. Use of the cabin jumpseat shall be subject to Company regulations, policies and procedures.

3-A.4. CLARIFY

3-A.4.

Flight Attendants may elect to list for both a non-revenue stand- by seat and jumpseat authority. However, Flight Attendants who elect to be boarded using their non-revenue stand-by flying benefit shall be boarded in the cabin in their non-revenue pass benefit order do so in lieu of jumpseating and forfeit their jumpseat privileges at the time they do so. All normal rules and regulations applicable to non-revenue passes shall apply in this case.

3-A-5. CLARIFY

3-A.5.

Flight Attendants who elect to be boarded using their non-revenue stand-by flying benefit shall be boarded in the cabin in their non-revenue pass benefit order. All normal rules and regulations applicable to non-revenue passes shall apply.

3-A.9.b. CLARIFY

3-A.9.b.

Flight Attendants must check-in for the jumpseat no later than thirty (30) minutes prior to scheduled departure, <u>or delayed departure if posted outside of thirty (30)</u> <u>minutes.</u> Flight Attendants who have met the thirty (30) minute check-in shall be awarded available jumpseats in Jumpseat Seniority order.

3-A.9.d. AMEND

3-A.9.d.

Available Flight Attendant jumpseat(s) may be awarded prior to awarding nonrevenue seats or other jumpseat authority riders. Flight Attendants who decline the award of the jumpseat will be removed from the jumpseat list. The targeted guideline for the award of available jumpseats is twenty-five (25) thirty (30) minutes prior to scheduled departure or posted delayed departure. Flight Attendants must have checked-in and be present at the time of the jumpseat award. Flight Attendants

cannot be defaulted to NRSA status if their preference is to remain as a jumpseat rider.

3-A.9.g. DELETE

3-A.9.g.

The Company may elect to automate the process of awarding jumpseats and nonrevenue boarding. If the process is automated, the parties shall meet and confer regarding necessary changes to this Section.

3-A.10.a. AMEND

3-A.10.a.

The Company shall <u>work in conjunction with the Union in order to make commercially</u> reasonable, good faith efforts to enter into, <u>expand</u>, and maintain reciprocal cabin seat agreements with other Part 121 air carriers.

3-A.10.b. DELETE

3-A.10.b.

The Company shall not initiate termination of a current Flight Attendant cabin seat agreement without a commercially reasonable basis for doing so, including the other airline imposing additional cost or otherwise materially changing the terms and conditions of the cabin seat agreement.

3-A.11. NEW

<u>3-A.11.</u>

The Company shall seek reciprocal agreements among other US carriers for Flight Attendants to occupy the Cabin Jumpseat. Such agreement shall allow for the following priority for Jumpseat use on United aircraft:

Flight Attendants on the United system seniority list

Flight Attendants of United Express carriers

Flight Attendants of other airlines with which the Company obtains a reciprocal agreement.

Any United Flight Attendant shall have priority over any reciprocal user at any time during the awarding of jumpseats up until door closure.

3-B. AMEND

3-B. FLIGHT ATTENDANT CHECKED BAGGAGE

Flight Attendants shall be permitted to check two bags on International trips of four days or longer. Where available, priority handling will be given to crew baggage. The Company shall be liable for lost checked crew baggage, upon proof of loss, in accordance with passenger lost luggage liability, exclusive of uniforms, for any one occurrence. In the event of a delay in receiving a Flight Attendant's luggage, the Flight Attendant will be promptly provided an amenities kit, where available. The

Flight Attendant will also be reimbursed for reasonable and actual expenses incurred due to such delay.

3-C.1.a. NEW

<u>3-C.1.a.</u>

Flight Attendants performing in COBUS positions will be subject to the seniority adjustments in section 14-E as applicable.

3-C.2. CLARIFY

3-C.2.

Flight Attendants awarded any combination of Company business assignments in excess of three hundred and sixty- five (365) <u>one hundred and eighty (180)</u> days in any rolling fifteen (15) <u>twelve (12)</u> month period, shall retain and accrue seniority for a maximum of three hundred and sixty- five (365) <u>one hundred and eighty (180)</u> days in the rolling fifteen (15) <u>twelve (12)</u> month period while on the Company business assignment(s) and thereafter shall only retain seniority.

3-C.3. CLARIFY

3-C.3.

Flight Attendants on Company <u>B</u>usiness assignments <u>as CQ or Initial Training</u> <u>Instructors at an Inflight Training Center</u> in the training or recruiting areas for the Inflight Services Division shall retain and accrue Flight Attendant seniority while in the position.

3-E.1. AMEND

3-E.1.

The Company shall make a reasonable effort to furnish lounges with an adequate number of reclining chairs or couches at all locations where Flight Attendants are based. Further, the Company shall be responsible for maintaining clean, well-lighted, properly ventilated, quiet lounges. In locations where the Company schedules continuous ground time between two (2) hours to four (4) hours, the same provisions will apply as they do at bases, consistent with Section 5-B.1.b.(2). The recommendations of the MEC President/designee shall be considered in determining the adequacy of any lounge facility.

3-E.2. AMEND

3-E.2.

The Company will provide Flight Attendants access to a reasonable number of working telephones for free-local calls in each Base, wireless access in existing all crew lounges and toll-free numbers to Scheduling.

3-F.1. AMEND 3-F.1.

The Company shall establish and maintain telephone <u>a</u> recording system(s) to record all telephone conversations two way <u>communications</u> between <u>Flight Attendants and</u> Crew Scheduling, <u>Scheduling Supervisors</u>, IFDMs, FAST, and Base personnel including all other departments that regularly perform crew scheduling <u>Inflight related</u> functions, and Flight Attendants. These communications shall include but are not limited to, telephone, chat/text, email, Help Hub or any other method which may be deployed in the future The recording system shall indicate the time and date of calls the communication(s), and maintain an archive of at least 60 days

3-F.3. AMEND

3-F.3.

If a relevant recorded conversation communication is missing, damaged, or inaudible, a prompt review of the matter shall be conducted by the Director of Crew Scheduling and/or designee upon request by the Union. If, for any reason, a recorded conversation communication is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be made by the Director of Crew Scheduling or her/his designee upon written request from the respective Local Council President or designee. If the gap in any recording or the content of the missing information cannot substantiate the Company's position, then the affected Flight Attendant shall receive the benefit of the doubt.

3-I.4.a. AMEND

3-I.4.a. Domestic Deadheading

Pairings shall be constructed to provide that a Flight Attendant shall deadhead on a route resulting in the earliest scheduled arrival time.

When On-Line deadheading, a Flight Attendant shall be booked positive space as outlined below.

3-I.4.a.(1). NEW

<u>3-I.4.a.(1).</u>

If the deadhead leg is three (3) hours or less, the booking shall be in Premium Plus (or future equivalent), then Economy Plus (or future equivalent) with a priority order of aisle, then window, then middle seat.

3-I.4.a.(2). NEW

<u>3-I.4.a.(2).</u>

When deadheading to a Flight assignment, if:

i) the deadhead leg is greater than three (3) hours and less than eight (8) hours, and ii) the deadhead leg is in the same Duty Period as the Flight assignment, the deadhead booking shall be as follows:

3-I.4.a.(2).(a). NEW <u>3-I.4.a.(2).(a).</u>

On a three-class aircraft, the Flight Attendant shall be booked in Business Class. If Business Class is not available at the time of booking, the booking shall be in First Class. If First Class is not available at the time of booking, the booking shall be in Premium Plus (or future equivalent), then Economy Plus (or future equivalent) with a priority order of aisle, then window, then middle seat.

3-I.4.a.(2).(b). NEW

<u>3-I.4.a.(2).(b).</u>

On a two-class aircraft, the Flight Attendant shall be booked in First Class. If First Class is not available at the time of booking, the booking shall be in Premium Plus (or future equivalent), then Economy Plus (or future equivalent) with a priority order of aisle, then window, then middle seat.

3-I.4.a.(3). NEW

<u>3-I.4.a.(3).</u>

When deadheading to an Off-Duty Period and the deadhead leg is greater than three (3) hours and less than seven (7) hours, the booking shall be in Business Class if on a three-class aircraft. If Business Class is not available at the time of booking, or the aircraft is a two-class aircraft, the booking shall be in Premium Plus (or future equivalent), then Economy Plus (or future equivalent) with a priority order of aisle, then window, then middle seat.

3-I.4.a.(4). NEW

<u>3-I.4.a.(4).</u>

When deadheading to or from any assignment, if the deadhead leg is eight seven (7) hours or greater, or if an amount of combined deadheading in the Duty Period is greater than eight seven (7) hours, the Flight Attendant shall be booked in accordance with the provisions of Section 3.1.4.b.

3-I.4.a.(5). NEW

<u>3-I.4.a.(5).</u>

A Flight Attendant whose deadhead is booked under this Section 3-I.4. shall not be required to deadhead in Economy Class if the seat is not a Premium Plus seat except that:

3-I.4.a.(5).(a). NEW <u>3-I.4.a.(5).(a).</u> If the aircraft is not configured with Premium Plus Class seating, then Economy Plus Class seating that has extra legroom shall satisfy a requirement to be seated in Premium Plus.

3-I.4.a.(5).(b). NEW <u>3-I.4.a.(5).(b).</u> In cases where the First Class, Business Class, Premium Plus, and Economy Plus

seating is sold out to revenue passengers, or the aircraft is configured only with Economy Class seating, the Flight Attendant may be seated in Economy Class with priority order of aisle then window.

3-I.4.a.(6). NEW

<u>3-I.4.a.(6).</u>

Regardless of the class of service booked, any Flight Attendant upgrades will be processed in accordance with Company Business Travel policy.

3-I.4.a.(7). NEW

<u>3-I.4.a.(7).</u>

If the Company's business travel policy for Flight Attendants allows a Flight Attendant to book in a higher class of service than that required in this Section 3-I.4., then the deadheading Flight Attendant shall be booked in that higher class of service.

3-I.4.a.(8). NEW

<u>3-I.4.a.(8).</u>

In the event of an oversold situation (including an equipment substitution that results in fewer available premium seats), a deadheading Flight Attendant booked in First or Business Class will not be downgraded until after all passengers who received a free upgrade (that is, passengers who used neither dollars nor miles for the upgrade) are downgraded and after all pass riders who received an upgrade are downgraded. Then, downgrades will be made in inverse positive space priority (and in inverse boarding date order among Flight Attendants having the same priority). Revenue passengers (whether using dollars or miles) will not be downgraded before the Flight Attendant. In no case shall a Flight Attendant be downgraded to accommodate a passenger who would receive a free upgrade.

3-I.4.a.(9). NEW

<u>3-I.4.a.(9).</u>

A deadheading Flight Attendant in uniform shall be permitted to board the aircraft as if they were a working crewmember once the minimum number of Flight Attendants are on board or anytime thereafter, unless prohibited by government regulations. Other deadheading Flight Attendants may board at any time during the passenger boarding process. A deadheading Flight Attendant must, prior to boarding, check in and have their boarding pass scanned.

3-I.4.a.(10). NEW

<u>3-I.4.a.(10).</u>

If a Flight Attendant is required to deadhead in a middle seat in Economy Class (including Economy Plus), they shall receive Add Pay equal to fifty percent (50%) of the scheduled Flight Time of the deadhead leg. Flight Attendants may not reseat themselves to obtain such Add Pay. When submitting a pay claim for such Add Pay, a Flight Attendant must provide supporting documentation, including but not limited

to the reservation number, the seat actually occupied, and a description of the event.

3-1.4.b. NEW

<u>3-I.4.b.</u> International Flight Deadheading (or any combined deadhead flight time of 7 hours or more in a single duty period)

3-I.4.b.(1). NEW

<u>3-I.4.b.(1).</u>

When On-Line deadheading on an International Flight, a Flight Attendant shall be booked positive space. Flight Attendants shall be booked in Business Class, if aircraft is so configured, and if available at the time of booking. If Business Class is unavailable, the booking shall be in First Class, if aircraft is so configured, and if available at the time of booking. If both Business Class and First Class are unavailable, the Flight Attendant shall be booked in Premium Plus (or future equivalent) if aircraft is so configured. When a Flight Attendant is booked in any class of service, any upgrades will be processed in accordance with Company Business Travel policy.

3-I.4.b.(2). NEW

<u>3-I.4.b.(2).</u>

A Flight Attendant who is booked in First Class may only be downgraded to Business Class, Premium Plus (or future equivalent), or Economy Plus (or future equivalent) by using the procedure found in paragraph 3-1.4.(a).(8) above. In no case shall a Flight Attendant whose deadheading is booked under this Section 3-1.4.(b). be required to deadhead in Economy Class or any middle seat in Economy Plus (or future equivalent).

3-I.4.b.(3). NEW

<u>3-I.4.b.(3).</u>

If the Flight Attendant is required to sit in Economy Plus (or future equivalent), on deadhead segments booked under Section 3-I.4,(b). the Flight Attendant shall receive Add Pay equal to fifty percent (50%) of the scheduled Flight Time of the deadhead leg. Flight Attendants may not reseat themselves to obtain such Add Pay. When submitting a pay claim for such Add Pay, a Flight Attendant must provide supporting documentation, including but not limited to the reservation number, the seat actually occupied, and a description of the event.

3-I.4.c. NEW

<u>3-I.4.c.</u>

Within a class of service, a deadheading Flight Attendant may only be reseated to accommodate disabled customer seating, as a result of failing to meet check-in requirements, or due to seat map changes. In the event a Flight Attendant is reseated, they shall select a new seat from the remaining available seating. Unless the Flight Attendant agrees otherwise, the new seat must have the same standard of

seating (e.g., aisle seat) as the old seat. If it is necessary to downgrade based on revenue passenger booking in the class of service, the downgrade shall follow the procedure found in paragraph 3-I.1.h above.

3-I.4.d. NEW <u>3-I.4.d. Off-line Deadheading</u>

3-I.4.d.(1). NEW <u>3-I.4.d.(1)</u> Off-line deadheading of less than three (3) hours may be booked in Economy Class.

3-I.4.d.(2). NEW

3-I.4.d.(2)

Off-line deadheading of three (3) hours or more shall be booked in Business Class, if available. If Business Class is unavailable, First Class shall be booked. If both Business Class and First Class are unavailable, Economy Class may be booked. However, unless they agree otherwise, a Flight Attendant may not be deadheaded off-line in Economy Class on an International Flight of three (3) hours or more if the Flight Attendant can be deadheaded, in compliance with this Agreement, on a Company flight or flights.

3-I.4.d.(3). NEW

3-I.4.d.(3)

Upon request, the parties shall meet to consider information and recommendations which the Union may have regarding the suitability of a foreign carrier for deadheading.

3-I.4.(e). NEW <u>3-I.4.(e).</u> <u>A Flight Attendant may waive any provision in Section 3-I.4.</u>

3.I.6. DELETE

3-1.6.

A Flight Attendant deadheading shall be considered on duty. She/he is encouraged to travel out of uniform. Flight Attendants deadheading may be attired either in their uniform or in casual business attire.

3-I.8. DELETE

3-I.8.

Flight Attendants will be booked in business class on three class aircraft, if available. If business class is not available, the Flight Attendant will be booked in premium economy. Seating will be assigned first in aisle seats, then in window seats, and only if neither is available, in any other available seats.

3-I.11.b. AMEND

3-I.11.b.

If a Lineholder, she/he does not have a scheduled flight departing within twelve hours after scheduled arrival at a Domicile or co-terminal point; or at a non-Domicile layover point will not be legal to be reassigned or drafted to work any flight for at least twelve hours after scheduled arrival.

3-I.11.c. AMEND AND CLARIFY

3-I.11.c

If a Reserve, she/he would not be legal for assignment for twelve hours after scheduled arrival at a Domicile, co-terminal or non-Domicile <u>layover</u> point.

3-I.12. AMEND

3-I.12. FIRST SEGMENT DEADHEAD DEVIATION

A Lineholder Flight Attendant may elect to deviate from a deadhead segment(s) provided they notify the Company. For a first segment(s) deviation the notification shall be no later than twelve (12) hours prior to the report time for the deadhead segment(s). For a last segment(s) deviation the notification can be at any time up until the scheduled departure of the original deadhead segment. A Reserve Flight Attendant must receive concurrence from the Company to deviate from a deadhead segment(s). The Company may waive this notification requirement. Under normal circumstances, a Flight Attendant is expected to deviate within one or two days (forty-eight 48 hours) of the scheduled deadhead. A Flight Attendant who is deviating from a deadhead is authorized to travel as follows:

3-I.12.a.(1). AMEND

<u>3-I.12.a.(1).</u>

Such check-in times will be the same as those required for other originating pairings. A Flight Attendant must notify Crew Scheduling if she/he elects to check-in at another Domicile a minimum of twelve (12) hours prior to the deadhead departure time. Crew Scheduling may waive this time requirement at their discretion. A Flight Attendant exercising this election shall be responsible for her/his transportation to the new point of origin. She/he will also be responsible for providing Crew Scheduling with a contact number for use in the event of reassignment. Flight Attendants utilizing this check-in option at another Domicile shall conform to reasonable Company procedures governing such check-in. A Flight Attendant electing to checkin at another Domicile who complies with the terms of this Paragraph shall receive her/ his regular pay for the scheduled deadhead segment as provided for in Paragraph 1. above.

If the Flight Attendant's Base and home of record are both in the forty-eight (48) contiguous United States: from a location within the forty-eight (48) contiguous United States to the airport at which a pairing begins, or from the airport where a pairing ends to any location in the forty-eight (48) contiguous United States.

3-I.12.a.(2). NEW

<u>3-I.12.a.(2).</u>

If the Flight Attendant's Base is in the forty-eight (48) contiguous United States and their home of record is not: from a location within the forty-eight (48) contiguous United States or from their home of record to the airport at which a pairing begins, or from the airport where a pairing ends to any location in the forty-eight (48) contiguous United States or to their home of record.

3-I.12.a.(3). NEW

<u>3-I.12.a.(3).</u>

If the Flight Attendant's home of record is in the forty-eight (48) contiguous United States and their Base is not, from a location within the forty-eight (48) contiguous United States or from their Base to the airport at which a pairing begins, or from the airport where a pairing ends to any location in the forty-eight (48) contiguous United States or to their Base.

3-I.12.a.(4). NEW

<u>3-I.12.a.(4).</u>

If the Flight Attendant's Base and home of record are both not in the forty-eight (48) contiguous United States, from their Base or home of record to the airport at which a pairing begins, or from the airport where a pairing ends to their Base or home of record. In addition, a Flight Attendant based in LHR (and whose home of record is not in the forty-eight (48) contiguous United States) is authorized to travel in the UK or EU.

3-I.12.b.(1). AMEND

<u>3-I.12.b.(1).</u>

Downline Stations: On trip pairings where the initial segment is a deadhead to a non-Base location (for example EWR- FLL or ORD-ATL) a Flight Attendant may, with prior approval from Crew Scheduling, elect to check-in at the deadhead destination which will be her/his new point of origin. The Flight Attendant is required to check-in no later than the scheduled check-in time for the original deadhead segment. During such check-in the Flight Attendant must confirm that she/he is already at the deadhead destination and available to operate the outbound flight. A Flight Attendant must make her/his request to check-in downline with Crew Scheduling a minimum of four (4) hours prior to the deadhead departure time. Crew Scheduling may waive this time requirement at their discretion. A Flight Attendant exercising this election shall be responsible for her/his transportation to the new point of origin. She/he will also be responsible for providing Crew Scheduling with a contact number for use in the event of reassignment. A Flight Attendant electing to check-in downline who complies with the terms of this Paragraph shall receive her/his regular pay for the scheduled deadhead segment as provided for in Paragraph 1. above.

<u>A Flight Attendant shall be provided PS5 (or future equivalent) positive-space</u> <u>authorization for their deviation, and Section 28 (Commuter Program) shall apply to</u> <u>the deviation. When deviating, a Flight Attendant is not permitted, nor is the</u> <u>Company required, to book over the positive-space authorization levels for the</u> <u>deviation. If the deviation occurs on a training pairing, the pass classification shall</u> <u>remain as PS-0 (or future equivalent) as provided for in the original pairing.</u>

3-I.12.b.(2). NEW <u>3-I.12.b.(2).</u> If the deadhead deviation segment requires departure taxes or fees, the Company shall be liable for such fees.

3-I.12.c. NEW

3-I.12.c. At the Start of a Pairing

If a Flight Attendant who has notified the Company of their election to deviate at the start of a pairing is reassigned so that a deadhead no longer starts the pairing, then they shall be permitted to use the positive-space authorization of their deviation to travel to the location at which the reassigned pairing begins.

3-I.12.d. NEW

3-I.12.d. At the End of a Pairing

A Lineholder Flight Attendant who has notified the Company of their election to deviate at the end of a pairing (or a Reserve who has concurrence of the Company) shall be released to the deviation upon arrival of the last working flight segment (provided they have not been reassigned by the arrival of the last working flight segment). In the case of multiple deadhead segments, at the end of the last working segment the Flight Attendant shall be considered released upon arrival of the last working segment.

3-I.12.e. NEW

<u>3-I.12.e.</u>

When a Flight Attendant deviates from their originally scheduled deadhead segment, the total pay value of the pairing (including per diem and any overrides or premium pay factors) shall not be modified as a result of the deviation.

3-I.12.f. NEW

<u>3-I.12.f.</u>

When a Flight Attendant deviates from a deadhead segment originally scheduled at the start of a pairing, a report time of forty-five (45) minutes shall be applied before the first event after the deviation, and the period before that report time shall be considered Free From Duty for contractual and FAA duty maximum duty purposes.

3-I.12.g. NEW 3-I.12.g.

When a Flight Attendant deviates from a deadhead segment(s) originally scheduled at the end of a pairing, contractual Free From Duty shall begin at the scheduled release time of the originally scheduled deadhead segment.

3-I.12.h. NEW <u>3-I.12.h.</u> <u>A Flight Attendant may waive any provision in Section 3.I.12.</u>

3-I.13.a. DELETE

3-I.13.a.

Domestic: When a domestic pairing ends with a deadhead segment, a Lineholder may, with prior notice to Crew Scheduling, and a Reserve may, with prior approval from Crew Scheduling, elect not to fly on the scheduled deadhead segment. She/he may then elect to:

3-I.13.a.(1). DELETE 3-I.13.a.(1). be released from duty; or

3-I.13.a.(2). DELETE
 3-I.13.a.(2).
 Deadhead on an earlier flight over the same routing, if seats are available

A Flight Attendant electing to be released from duty shall be entitled to positive space travel (PS5B, or its future equivalent), over the same routing as the original deadhead, for a period not to exceed twenty-hour (24) hours from the departure of the scheduled deadhead segment from which she/he was released. A Flight Attendant electing to deadhead on an earlier flight is deemed to have waived any duty time limitations necessary to complete the deadhead segment. Per diem will be paid based on the scheduled deadhead segment or the segment on which the Flight Attendant actually deadheads, whichever arrives earlier. A Flight Attendant electing not to fly on the scheduled deadhead segment as described herein, shall receive her/his regular pay for the originally scheduled deadhead segment as provided for in Paragraph 1. above, but shall not be entitled to any additional or premium pay related to her/his election.

3-I.13.b. DELETE

3-I.13.b.

International: When an international pairing ends with a deadhead segment, a Flight Attendant may, with prior approval from Crew Scheduling, elect not to fly on the scheduled deadhead segment. She/he may then elect to:

3-I.13.b.(1). DELETE 3-I.13.b.(1).

be released from duty; or

3-I.13.b.(2). DELETE 3-I.13.b.(2). deadhead on an earlier flight over the same routing, if seats are available.

A Flight Attendant electing to be released from duty shall be entitled to positive space travel (PS5B, or its future equivalent), over the same routing as the original deadhead, for a period not to exceed twenty-four (24) hours from the departure of the scheduled deadhead segment from which she/he was released. A Flight Attendant electing to deadhead on an earlier flight is deemed to have waived any duty time limitations necessary to complete the deadhead segment. Per diem will be paid based on the scheduled deadhead segment or the segment on which the Flight Attendant actually deadheads, whichever arrives earlier. A Flight Attendant electing not to fly on the scheduled deadhead segment as described herein, shall receive her/his regular pay for the originally scheduled deadhead segment as provided for in Paragraph 1. above, but shall not be entitled to any additional or premium pay related to her/his election.

3-J. CLARIFY/AMEND

3-J. ELECTRONIC COMMUNICATIONS

The Company may send notices and communications to Flight Attendants and the Union electronically. Flight Attendants will not be responsible for any notification sent electronically unless they have acknowledged such communication through the CCS system (or future equivalent). Such acknowledgement shall be at the option of the Flight Attendant. Notwithstanding the above, Hhard copies of documents related to discipline and grievances will be provided to a Flight Attendant and/or the Union upon request. The Company shall provide hard copies of documents relating to terminations, separations, and reductions in force.

3-K. CLARIFY

3-K. EMERGENCY ASSIGNMENTS

Irrespective of Section 2.J., under emergency conditions where regular Flight Attendants are not available, the Company may staff flights with employees other than Flight Attendants up to the minimum FAA staffing requirements for the equipment used. Examples of emergencies include, but are not limited to: <u>Severe</u> weather events, political unrest, force majeure, declared National or State Emergency; any of which could put aircraft and/or personnel at risk,

3-M. CLARIFY/AMEND

3-M. FLY FOR DISPLACEMENT

Notwithstanding the provisions of Section 1-A.2. of this Agreement, the Company may utilize either Inflight management personnel or scheduled Flight Attendants to fly for a Flight Attendant(s), with concurrence of the affected Flight Attendant(s) on a

trip(s) as long as the affected Flight Attendant(s) suffer no flight pay loss. loss of the value of the trip to include flight pay, any premiums, overrides, per diem, or incentive qualification.

3-O. AMEND

3-O. LOCKING COMPARTMENT

As soon as reasonably practicable, the Company will provide locking overhead compartments <u>of sufficient capacity to store all crew luggage</u> on all aircraft. <u>Floor</u> <u>level storage is preferred rather than overhead bins.</u>

3-T.1. CLARIFY

3-T.1.

If a Flight Attendant is scheduled to fly or deadhead from an airport serving her/his Domicile and parking is not provided for her/his automobile, public facilities may be used and charges shall be paid by the Company. Such <u>actual</u> charges shall be submitted within ten days using the appropriate expense reimbursement system and shall be supported by a receipt.

3-T.2. AMEND

3-T.2.

In the event parking facilities are not available for employees at an airport location other than one serving her/his Domicile, the Company shall assume the <u>actual</u> monthly parking charges up to a maximum of \$35.00 per month to be reimbursed through the Company expense reimbursement system with receipts. This provision does not apply to original or replacement charges for employees for parking decals, stickers, gate keys or similar items. It is understood that a Flight Attendant may park her/his car at either her/his Domicile or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location. Flight Attendants shall be treated no less favorably than any other workgroup with regard to parking provisions.

3-U. CLARIFY 3-U. <u>PASS TRAVEL</u>

3-U.3. CLARIFY 3-U.3. 20 YEAR PASSES

3-U.3.a. CLARIFY

<u>3-U.3.a.</u>

Flight Attendants who resign from the Company and who have twenty (20) years of Company seniority would receive the following pass benefits. These passes are in lieu of any pass benefits they may have been entitled to under Company policy had they early retired when eligible.

3-U.3.a.(1). CLARIFY <u>3-U.3.a.(1).</u> <u>Eight (8) round trip/sixteen (16) one-way passes per eligible family member will be</u> <u>deposited annually.</u>

3-U.3.a.(2). CLARIFY <u>3-U.3.a.(2).</u> Participant has the ability to add/remove eligible family members, according to Company policy.

3-U.3.a.(3). CLARIFY <u>3-U.3.a.(3).</u> Passes are valid for thirteen (13) months.

3-U.3.a.(4). Passes are valid for transportation only on United and United Express.

3-U.3.a.(5). CLARIFY <u>3-U.3.a.(5).</u> <u>All passes are valid for travel anywhere in the United system.</u>

3-U.3.a.(6). CLARIFY <u>3-U.3.a.(6).</u> Pass travel will be at the SA4P boarding priority, or its future equivalent.

3-U.3.a.(7). CLARIFY <u>3-U.3.a.(7).</u> <u>Pass travel seniority will be frozen at the years, months and days of service</u> <u>measured at the date of separation from United.</u>

3-U.3.a.(8). CLARIFY <u>3-U.3.a.(8).</u> <u>Consistent with current program rules, pass travel expires upon the death of the</u> participant.

3-U.3.b. CLARIFY <u>3-U.3.b.</u> <u>Eligible family members are limited to the employee, spouse/domestic partner and eligible children, as defined by the Company's Pass Travel Policy, as may be changed from time to time.</u>

3-U.3.c. CLARIFY <u>3-U.3.c.</u> Flight Attendants who resign with twenty (20) years of service may be required to

give the Company at least six (6) months advance notice. All such resignations will be effective the first day following six (6) months in the event such notice is required. Flight Attendants must request such travel at the time of their resignation in order to be eligible.

3-U.3.d. <u>NEW</u> <u>3-U.3.d.</u> <u>Any pass eligible Flight Attendant (Active, on a Leave of Absence, Involuntarily</u> <u>Furloughed, Retired or otherwise separated) shall have access to the Company</u> <u>Employee Reservation system for the purpose of facilitating pass travel.</u>

3-V.6. New

<u>3-V.6.</u>

Flight Attendants shall be treated no less favorably with regard to the provisions in this paragraph, V, than other workgroups which are subject to the same or similar vaccination, inoculation, passport, and visa requirements.

3-Y. CLARIFY

3-Y. TIDYING

Flight Attendant duties shall include, from the time the aircraft door is closed until the time the aircraft door is opened, maintaining the tidiness and neatness of the aircraft cabins, galleys and lavatories, and restocking the lavatory supplies. The Company shall provide latex-medical grade hypo-allergenic gloves for Flight Attendants' use when tidying.

3-Z. CLARIFY

3-Z. ELECTRONIC BULLETIN BOARD

The Company will maintain an automated Bulletin Board for the Flight Attendants use in trip trades, <u>trip advertisements</u>, <u>RDO mutual trades</u>, vacation trades, and any other such rescheduling functions under the Flight Attendants' control as may become available in the future.

3-AA.1. AMEND

3-AA.1.

The Company and its duty free vendor shall implement a commission program designed to pay Flight Attendants a minimum commission of ten_percent (10) fifteen percent (15%) of actual sales revenue collected. This commission shall be evenly divided between all Flight Attendants selling duty free.

In an effort to incentivize Flight Attendants to maximize sales, the parties agree to implement the following duty free sales "bonus" plan:

On flights with sales exceeding \$500 .00 per segment, the Flight Attendants selling duty free shall receive an additional bonus payment of \$10 .00. \$25.00.

For each additional \$250.00 per segment after the first \$500.00, the Flight Attendants selling duty free shall receive an additional bonus payment of \$5.00 \$10.00.

3-AA.1.a. NEW

<u>3-AA.1.a.</u>

On flights where Flight Attendants are required to sell food and/or beverages the Company will, as an incentive, pay Flight Attendants a commission of 10% for all onboard food and beverages sold. This commission will be split equally among all Flight Attendants working the designated flight.

3-BB.2. AMEND

3-BB.2.

A Flight Attendant shall receive seventy percent (70%) of base pay not later than the 1st day of each month . Base pay is seventy-one (71) seventy-five (75) hours.

3-BB.4.c. CLARIFY

3-BB.4.c.

Paystubs Pay Advice shall indicate "earnings" and that these payments are from United Airlines.

3-BB.4.e. NEW

<u>3-BB.4.e.</u>

Should a Flight Attendant request a pay audit for any given month or range of months, the Company will provide the results of such audit within 30 days of the request.

3-BB.5. CLARIFY

3-BB.5.

Flight Attendants will be furnished a written itemized statement Pay Register, which will be itemized to clearly show all pay factors and values which comprise a Flight Attendant's monthly paycheck. of all wages and deductions made on their paycheck stubs. Pay Advice.

3-DD.1. CLARIFY

3-DD.1.

On scheduled flight segments departing between 2100-0359 Local Time, on-board rest shall be as follows:

3-DD.1.a. AMEND

3-DD.1.a.

Fifteen (15) Thirty (30) minutes on scheduled segments greater than 4:59 and less than 7:00 6:00.

3-DD.1.b. AMEND

3-DD.1.b.

Thirty (30) minutes on scheduled, non-stop flight segments of 7:00 and less than 8:00.

For Duty days scheduled at 11:00 or more, with no single scheduled ground interval of 2:30 or more, Flight Attendants shall receive forty-five (45) minutes of crew rest on the longest segment of the duty day.

3-DD.2. AMEND

3-DD.2.

On-international flight segments greater than of 7:00 6:00 and less than 8:00, Flight Attendants shall be permitted a thirty (30) minimum of forty-five (45) minute rest regardless of departure time.

3-DD.3. AMEND

3-DD.3.

In the application of Paragraphs 1. and 2. above, when an aisle customer seat is unavailable, The Company shall block a reclinable aisle customer seat(s) in the main cabin for use during the Flight Attendant rest break. Such seat shall only be used when they are no other available seat on the aircraft to accommodate revenue passengers. Should an aisle seat be available in any premium cabin, it shall be permissible to be used for the Flight Attendant rest break. In a Class A oversell, Flight Attendants shall use the jumpseat(s) for their rest breaks when there is no customer seat available.

3-DD.4. AMEND

3-DD.4.

A Flight Attendant shall be permitted a minimum of one (1) full hour of rest in the assigned crew rest seat <u>location</u> on board the aircraft when the scheduled non-stop flight segment is eight (8) hours or more and a minimum of two (2) full hours of rest when the scheduled non-stop flight segment is twelve (12) ten (10) hours or more.

The crew rest facilities provided for breaks pursuant to this Paragraph shall be as follows:

3-DD.4.a. AMEND

3-DD.4.a.

On single aisle aircraft, the Company shall provide one (1) two (2) rows of three (3) contiguous seats for Flight Attendant rest. Such crew rest seats shall be located in either the first or last row of any zone, unless otherwise a location mutually agreed upon between by the Company and the Union. Such rest seats shall be curtained from customer view. In all cases, the location of crew rest seats will exclude high traffic areas such as galleys and lavatories.

3-DD.4.b. AMEND

3-DD.4.b.

On dual aisle aircraft where there are no bunks, the Company shall provide crew rest facilities as follows:

3-DD.4.b.(1). AMEND

3-DD.4.b.(1).

On B-767 aircraft, the Company shall provide two (2) sets of two (2) contiguous seats in the front or rear of any cabin in a location mutually agreed upon by the Company and the Union. Such crew rest seats will be curtained with enhanced recline and leg rest. In addition, two (2) adjacent seats shall be reserved for crew rest purposes unless required for revenue passengers in a Class A oversell situation. These two (2) seats will not be required to be curtained. On 767 aircraft, if a lower lobe crew rest area with bunks is not installed when practicable based on aircraft maintenance schedules, these aircraft shall have crew rest seats installed as described in 3-DD.10.b. below as soon as operationally feasible.

3-DD.4.b.(2). AMEND

3-DD.4.b.(2).

On the current B-777H and B-777D following B-777 aircraft (tail numbers 2469, 2471, 2473-2478, 2480, 2481, 2510-2515, 2368, 2372, 2379), the crew rest seats shall be two (2) sets of three (3) contiguous seats or three (3) sets of two (2) contiguous seats in the first or last rows of any zone or cabin. in a mutually agreed upon location by the Union and Company. Such crew rest seats will be curtained, with enhanced recline and leg rest. These aircraft will also be subject to modification to install crew rest modules comparable to those required in 3-DD.4.c. as soon as operationally possible. Further, should these aircraft be operated on segments scheduled at seven (7) hours or more, the rest provisions of 3-DD.5. shall apply

3-DD.4.c. AMEND/CLARIFY

3-DD.4.c.

On B-747, B-777, B-787 and A-350 aircraft, or any new aircraft type(s) which enter the fleet in the future and have the physical size to accommodate a crew bunk module, the Company shall provide such crew bunk modules for rest. except as noted in Paragraph 3-DD.4.b.(2). above.

3-DD.5. AMEND

3-DD.5.

On flights over eight (8) seven (7) hours and over where the regularly scheduled equipment or crew rest facility is not available, the Company shall provide five (5) sleeper seats on 747 aircraft and four (4) sleeper seats on all other aircraft for use for on-board crew rest.

3-DD.7. AMEND

3-DD.7.

<u>Regardless of aircraft type or location of crew rest facilities</u>, Flight Attendants shall be provided the same quality pillows and blankets as <u>first class passengers</u>. <u>the highest</u> <u>class of service in the system</u>. The number of pillows and blankets provisioned shall be equal to the maximum number of Flight Attendants that can be assigned to the flight, plus two (2) more sets. <u>In any case</u>, the provisions of this paragraph shall be no less favorable than those pertaining to the pilot group.

3-DD.8. AMEND

3-DD.8.

Notwithstanding the foregoing, the Company and Union will meet and confer if the Company needs to make any changes to the bunks/bunk facilities or crew rest seats which would adversely affect Flight Attendant use. No changes will be made without first giving the Union the opportunity to make recommendations. <u>concurrence of the Union</u>.

3-DD.9.b. AMEND AND CLARIFY

3-DD.9.b.

The FSL/Purser International Purser will honor seniority, without regard to any special qualifications when scheduling and coordinating crew rest breaks among Flight Attendants. Rest breaks will be approximately evenly divided and will occur during non-service periods. Bunks and/or rest seats will be chosen in seniority order at the time of break assignment.

3-DD.10.a. AMEND

3-DD.10.a.

On <u>all new/reconfigured equipment scheduled to capable of flying eight (8) seven (7)</u> hours or more, or which is later redeployed to fly eight (8) hours or more, sufficient facilities will be installed to accommodate crew rest breaks. Such facilities will be no less favorable for comparable new equipment than those provided by this Section for aircraft specified therein. The foregoing is not intended to change, replace or modify the provisions of this Section.

3-DD.10.b. AMEND

3-DD.10.b.

The inclusion of a crew bunk facility with a minimum of 8 bunks or sufficient capacity to accommodate 50% of the crew when the complement is 16 or more, is preferable to a shall take precedence over crew rest seat(s) if bunks can be provided as allowed by physical limitations of the aircraft type. without further reducing the availability of revenue customer seating. If bunks cannot be installed due to the physical limitations of an aircraft, crew rest seats shall have the ability to recline to a flat or near flat position (one hundred fifty (150) degree or greater recline), have enhanced leg rests, a minimum pitch of sixty (60) inches, and shall be of such a number to provide for 50% of the crew to be on break.

3-EE. NEW <u>3-EE. PAIRING INFORMATION REQUIREMENTS</u>

3-EE.1. NEW

<u>3-EE.1.</u>

Pairings which contain working flight segments will have a single work position designator for each Flight Attendant which corresponds to the working position on specific aircraft as identified in the Staffing Sheets and Position Matrices included in the monthly Bid Packets.

3-EE.2. NEW

<u>3-EE.2.</u>

Pairings created after bid packets are published, and more than six (6) hours prior to departure of the first flight, including variable staffed load pairings, will have the working position notated by either position number or in the comments field on the pairing display screen. All such pairings must include a working position assignment. The exception to this requirement will apply to pairings created as the result of real time, in the operation need (less than six (6) hours prior to departure). These excepted pairings shall have work positions assigned by seniority preference among the working crew.

All pairings will be date/time notated to reflect the original creation date, as well as any subsequent modifications

3-FF. NEW

<u>3-FF. MASTER SCHEDULE, ALERTS, PAIRING COMMENTS</u> <u>A comments field will be supplied for use by scheduling to inform a Flight Attendant</u> <u>about any irregularities/legalities/modifications to any pairing in a Flight Attendant's</u> <u>line of flying.</u>

3-GG. NEW <u>3-GG. LINK DEVICE</u>

3-GG.1. NEW

<u>3-GG.1.</u>

Link Devices (Link) are Company property and subject to applicable policies and regulations, including United's Information Security Regulations.

3-GG.2. NEW

<u>3-GG.2.</u>

The Company shall provide accessories necessary to allow for charging in available outlets (e.g. cockpit, passenger seats, international hotels, etc.), as well as for transacting sales onboard (Sled). If not already equipped, the Company will supply

sufficient charging capacity onboard all aircraft as soon as practicable to afford all Flight Attendants the ability to charge their LINK.

3-GG.3. NEW <u>3-GG.3.</u> Link memory shall be erased upon return of the device to the Company.

3-GG.4. NEW

<u>3-GG.4.</u>

If Link or Sled is lost, a Flight Attendant shall be required to reimburse the Company for the depreciated value of the lost Link or Sled. Three-year depreciation methodology (50% year one, 30% year two, 20% year three of the original acquisition cost) shall be used to calculate monies owed and Flight Attendants may elect to reimburse the Company via payroll deduction. Alternately, the Company shall provide a Link and Sled insurance option for Flight Attendants to purchase on a voluntary basis.

3-GG.5. NEW

<u>3-GG.5.</u>

Flight Attendants are not liable for damaged or stolen Links or Sleds, except in the case of gross negligence or willful misconduct.

3-GG.6. NEW

<u>3-GG.6.</u>

If the Flight Attendant has complied with the reporting procedures for a lost, stolen, or damaged Link, and is not provided with a loaner, the Flight Attendant shall be pay protected for all time lost and not be subject to reassignment.

3-GG.7. NEW <u>3-GG.7.</u> The Company shall not use the Link to monitor the location of any crew member.

3-GG.8. NEW

<u>3-GG.8.</u>

Except as may be required by law, the Company shall not monitor individual performance or compliance with policy, directives or regulations using the Link or the data contained therein.

3-GG.9. NEW

<u>3-GG.9.</u>

Recorded data or information may be used to investigate an accident or incident, to further approved safety programs as set out in Section 19 of the Agreement, or for maintenance and aircraft reliability purposes.

3-GG.10. NEW

<u>3-GG.10.</u>

Recorded data or information shall not be disclosed to any third party except by mutual agreement of the parties, or as required by statute, government regulation, or judicial order. Recorded data or information shall not be used by the Company in any legal or administrative proceeding against a Flight Attendant involving discipline, discharge, FAR violation, civil liability or criminal penalty nor shall it be used by the Company to investigate or initiate discipline.

3-GG.11. NEW

<u>3-GG.11.</u>

The Flight Attendant shall not be required to view non-flight specific notifications from the Company before accessing reference material (e.g., eFAOM, Announcements, IOR, ISAP, Fatigue Report) on the Link. For example, a flight specific notification would be an updated passenger list, or revised boarding time; whereas, a non-flight specific notification would be reassignment or junior manning.

3-GG.12. NEW

<u>3-GG.12.</u>

Flight Attendants shall be provided onboard wifi access at no charge for the purpose of updating their Link or performing such actions as may be required by the flight operation.

3-GG.13. NEW <u>3-GG.13.</u> <u>Flight Attendants shall have the use of the telephone capabilities of the Link in order</u> to contact the Company when operationally needed, or in cases of emergencies.

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SECTION 4

COMPENSATION

4-A. AMEND

4-A. BASE PAY RATES

Flight Attendants will be paid the hourly flight pay base rates set forth below. Their hourly rates will be determined by their seniority for pay purposes.

Effective	Step	DOS
1st Year	1	TBD
2nd Year	2	TBD
3rd Year	3	TBD
4th Year	4	TBD
5th Year	5	TBD
6th Year	6	TBD
7th Year	7	TBD
8th Year	8	TBD
9th Year	9	TBD
10 th Year	10	TBD
11 th Year	11	TBD
12 th Year	12	TBD
13th Year+	13	TBD

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 36 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-B.1. AMEND

4-B.1.

Flight Attendants will be paid the following incentive pay rates for all <u>credited flight</u> <u>time, as defined in Section 2-P.</u>, <u>block hours flown</u> in excess of <u>sixty (60)</u> two <u>hundred</u> hours (200:00) per bid month calendar quarter, including vacation and deadhead. , to a maximum of three hundred and thirty hours (330:00), except that no incentive pay will apply for block hours flown in excess of one hundred and ten (110:00) hours in a bid month.

Incentive Pay Rates

Effective	Step	DOS
1 st Year	1	TBD
2nd Year	2	TBD
3rd Year	3	TBD
4th Year	4	TBD
5th Year	5	TBD
6 th Year	6	TBD
7th Year	7	TBD
8th Year	8	TBD
9th Year	9	TBD
10 th Year	10	TBD
11 th Year	11	TBD
12 th Year	12	TBD
13th Year+	13	TBD

4-B.2. CLARIFY

4-B.2. WHITE FLAG

The Company may, but shall not be obligated to, designate specific days as "white flag" for Flight Attendant staffing. When a Flight Attendant picks up a trip from open time on a day designated as "white flag" <u>they she/he</u> shall be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph 4-A. above, for all credited flight time, including holding time, as defined in Section 6.4-N. <u>If a white flag pairing is subsequently traded, the Flight Attendant actually flying the pairing shall be entitled to the white flag pay.</u> Pay for all credited hours flown on a trip in accordance with this Paragraph shall be:

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to gropose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-B.2. AMEND

4-B.2. WHITE FLAG

The Company may, but shall not be obligated to, designate specific days as "white flag" for Flight Attendant staffing. When a Flight Attendant picks up a trip from open time on a day designated as "white flag" she/he shall be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph 4-A. above, for all credited flight time, including holding time, as defined in Section 6-4.N. If a white flag pairing is subsequently traded, the Flight Attendant actually flying the pairing shall be entitled to the white flag pay. Pay for all credited hours flown on a trip in accordance with this Paragraph shall be:

Effective	Step	DOS
1st Year	1	TBD
2nd Year	2	TBD
3rd Year	3	TBD
4th Year	4	TBD
5th Year	5	TBD
6th Year	6	TBD
7th Year	7	TBD
8th Year	8	TBD
9th Year	9	TBD
10 th Year	10	TBD
11th Year	11	TBD
12th Year	12	TBD
13th Year+	13	TBD
12th Year	12	TBD

4-B.2.a. NEW

<u>4-B.2.a.</u>

In the event a white flag pairing is cancelled or otherwise does not operate as scheduled, with no reassignment, White Flag Pay will be paid as if the pairing operated as scheduled.

4-B.2.a.(1) NEW

<u>4-B.2.a.(1).</u>

In the event a Flight Attendant with a white flag pairing is reassigned, the Flight Attendant shall receive the greater of the original pairing with the white flag pay

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 38 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

protection as provided for in 4-B.2.a., above or the value of the reassignment including white flag pay.

4-B.3. CLARIFY

4-B.3. PURPLE FLAG PAY

The Company may, but shall not be obligated to, designate specific trips as "purple flag" for Flight Attendant staffing. When a Flight Attendant picks up a trip from open time that is designated as "purple flag" they she/he shall be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph 4-A. above, for all credited flight time, including holding time, as defined in Section 6.N. If a purple flag pairing is subsequently traded, the Flight Attendant actually flying the pairing shall be entitled to the purple flag pay. Pay for all credited hours on a trip in accordance with this Paragraph are set forth in above Paragraph 4-B.2.

4-B.3.a. NEW

<u>4-B.3.a.</u>

In the event a purple flag pairing is cancelled or otherwise does not operate as scheduled, with no reassignment, Purple Flag Pay will be paid as if the pairing operated as scheduled.

4-B.3.a.(1). NEW

<u>4-B.3.a.(1).</u>

In the event a Flight Attendant with a white flag pairing is reassigned, the Flight Attendant shall receive the greater of the original pairing with the white flag pay protection as provided for in 4-B.3.a., above or the value of the reassignment including white flag pay.

4-C. AMEND

4-C.

A Flight Attendant awarded any line with less than seventy-one (71:00) seventy-five (75:00)-original flight time line projection will be pay protected up to seventy-one (71:00) seventy-five (75:00)

4-E. CLARIFY

4-E. DRAFTING PAY

In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) of pay, including <u>International Purser</u> FSL/Purser, galley, and language if applicable, for pay purposes only.

4-E. AMEND AND CLARIFY

4-E. DRAFTING PAY

In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive <u>five</u> three hours (<u>5</u>3:00) of pay, including <u>International Purser</u> FSL/Purser, galley, and language if applicable, for pay purposes only.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 39 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-F. AMEND AND CLARIFY

4-F. DRUG/ALCOHOL TESTING PAY

When a Flight Attendant is required to provide a urine or breath specimen in order to comply with federally mandated random drug or alcohol testing programs. they she/he shall be compensated in the amount of twenty-five (\$25.00) seventy-five dollars (\$75.00) for each urine or breath test.

4-G. AMEND

4-G. GALLEY PAY

Flight Attendants working galley positions on <u>all B-757 or widebody (2 aisle)</u> aircraft shall receive an additional *TBD* \$1.00 for each <u>credited flight hour and all ground</u> <u>holding time.</u> block hour (prorated for partial hours) actually flown on such trips.

4-H.1. AMEND AND CLARIFY

4-H.1.

In addition to regular compensation, a <u>Flight Attendant</u> n International Purser Flight Service Leader shall receive *TBD* for each credited flight hour and all ground holding time when performing in an <u>International Purser</u> FSL position.

4-H.2. AMEND

4-H.2.

In addition to regular compensation, a Flight Attendant shall receive the following hourly rates of compensation for each credited flight hour and all ground holding time when performing in a Purser position on the following aircraft/markets:

	48 Contiguous United States & Canada	Mexico, Caribbean, Central America, Alaska , and Hawaii
A319, A320, B737	TBD	TBD
B737-800, 900, <u>MAX</u> , B-757, <u>A321</u>	TBD	TBD
Widebody Aircraft	TBD	TBD

4-H.2.a. AMEND AND CLARIFY <u>4-H.2.a.</u> Flight Attendants with Purser trips shall be entitled to the following:

4-H.2.a.1. AMEND AND CLARIFY <u>4-H.2.a.1</u> Purser premium pay included in their monthly guarantee.

4-H.2.a.2. AMEND AND CLARIFY 4-H.2.a.2.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 40 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Purser premium pay for the hours of sick leave used to cover Purser trips.

4-H.2.a.3. AMEND AND CLARIFY

<u>4-H.2.a.3.</u>

Flight Attendants will be paid Purser Pay for vacation based on their line award in the month in which their vacation occurs.

4-H.3. DELETE

4-H.3.

In addition to regular compensation, a Flight Attendant who is not FSL Qualified shall receive \$6.50 for each credited flight hour and all ground holding time when performing in an FSL position.

4-H.4. AMEND

4-H.4.

The payment of any of the overrides in Paragraphs 1., <u>or 2., or 3. above</u>, shall not preclude payment of other applicable overrides.

4-I. AMEND

4-I. HOLIDAY PAY

In addition to all other compensation, a working Flight Attendant shall be paid at double their her/his hourly rate of pay, as stated in Paragraph 4-A. above, for all credited flight time, including holding time, as defined in Section 6-N. Holiday Pay shall be due for any pairing on a Holiday, as defined in Section 2.Q., or any portion thereof. The amount of holiday pay due shall be calculated as follows:

4-I.1. AMEND

4-I.1. LINEHOLDER

<u>Double</u> the hourly rate of pay times the credited flight time for the pairing. divided by the number of hours away from home, times the number of hours away from home falling within the holiday. Example:

A Flight Attendant making \$40.00 per hour flies a pairing which produces fourteen (14) hours of credited flight time and keeps the Flight Attendant away from home (check-in to check-out) for forty-eight (48) hours of which twenty-four (24) hours falls on the holiday:

\$40.00 x 2 = \$80.00 \$80.00 x 14 hours = \$1,120.00 Holiday Pay = \$1,120.00

\$560 .00 ÷ 48 hours away from home = \$11 .67 \$11 .67 x 24 hours on holiday = \$280 .08 Holiday Pay = \$280 .08

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 41 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-I.1.a. NEW

<u>4-I.1.a.</u>

In the event a pairing with Holiday Pay is cancelled or otherwise does not operate as scheduled, with no reassignment, Holiday Pay will be paid as if the pairing operated as scheduled.

4-I.1.a.(1). NEW <u>4-I.1.a.(1).</u> In the event a Flight Attendant with Holiday Pay pairing is reassigned, the Flight Attendant shall receive the greater of the original pairing with the Holiday Pay protection as provided for in 4-I.1., above or the value of the reassignment including Holiday Pay.

4-I.2.a. CLARIFY

4-I.2.a.

If released on a holiday, Reserve receives no holiday pay. <u>The Company may not</u> release a Ready Reserve on a holiday (as defined in Section 2.Q.), other than the Flight Attendant's birthday holiday.

4-I.2.b. AMEND

4-I.2.b.

If on Ready Reserve status and does not fly = 5:00 4:27 (30 days) or 4:13 (31 days) times the Reserve's hourly rate.

4-I.2.c. AMEND

4-I.2.c.

If on Ready Reserve status and <u>assigned</u> flies a pairing, receives greater of Paragraph b. or Lineholder computation.

A <u>Reserve</u> Flight Attendant qualifying for <u>five (5)</u> two (2) hour call-out pay, <u>per</u> <u>Section 8-O.1.</u>, or five (5) hour Standby Reserve pay shall receive double pay for those hours if <u>any portion of those hours</u> they fall within the holiday period.

4-I.4. AMEND

4**-**1.4.

Flight Attendants will be paid for the holidays specified for her/ his Domicile country. No Flight Attendant shall be eligible to be paid for more than five (\mathfrak{S}) eight (8) holidays in any calendar year.

4-J. AMEND

4-J. INTERNATIONAL OVERRIDE

Flight Attendants flying international pairings (as defined in Section 2-S. outside of the continental U.S. and Canada) shall receive an hourly override of *TBD* \$2.00 per

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 42 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

hour, prorated, for each credited flight hour and all ground holding time block hour actually flown and for all credited time except sick/occupational leave and vacation. The International override shall be included in the monthly guarantee.

4-K.1. AMEND

4-K.1.

A Language Qualified Flight Attendant who works in a designated Language Qualified position will be provided an override of *TBD* \$2.50 for each <u>credited flight</u> <u>hour and all ground holding time</u> block hour actually flown and for all credited time in the designated Language Qualified position except sick/occupational leave and vacation. Language Qualified Pay shall be included in the monthly guarantee.

4-L.1. AMEND

4-L.1.

Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s) as designated in the bid cover letter working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation: *TBD* \$1.00 per hour prorated for each credited hour flown. If a Flight Attendant(s) is working in the designated Language Qualified position(s) and is qualified in a language that is an identified language(s) designated in the bid cover letter, they shall be paid the LIP override(s) in addition to the Language Qualified override.

4-L.2. AMEND

4-L.2.

Such compensation shall be paid for each <u>credited flight hour and all ground holding</u> <u>time</u> block hour actually flown and for all credited time except deadhead, <u>sick/occupational leave and vacation</u>. The LIP override(s) shall be in addition to all other compensation.

4-M. AMEND AND CLARIFY

4-M. NIGHT PAY

In addition to all other compensation, Flight Attendants will receive *TBD* \$0.50 per hour, prorated, for each actual flight hour worked as a member of the crew between the hours of 2200-0600 (Home Domicile Time) based on the departure of the flight segments.

4-N.1. CLARIFY

4-N.1.

The Profit Sharing Plan shall become effective on January 1, 2006. The Union will advise the Company whether in lieu of a cash distribution, Flight Attendants profit sharing distribution should be made as an additional Direct Company Contribution to the Flight Attendants' 401(k) Plan accounts.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 43 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-N.2. AMEND AND CLARIFY

4-N.2.

All Flight Attendants who have completed one year of service as of December 31st of the year for which Pre-Tax Earnings are being measured will be eligible to participate in a pre-tax profit sharing program with respect to calendar years beginning in 2005.

4-N.3. AMEND

4-N.3.

TBD Pre-tax Earnings is UAL consolidated net income as determined in accordance with U.S. generally accepted accounting principles (GAAP), but excluding (i) federal, state and local income tax expenses (or credit); (ii) unusual, special or nonrecurring charges or (iii) charges with respect to grant, exercise or vesting of equity, securities or options granted to UAL and United employees, and (iv) expenses associated with the profit sharing contributions.

4-N.4. AMEND

4-N.4.

TBD The profit sharing program described below shall become effective for profit sharing payments in 2017, and profit sharing payments thereafter. The Company profit sharing plan shall provide that in the event that the Company has more than \$10 million in Pre-Tax Earnings in the relevant calendar year, then the Flight Attendant Annual Profit Sharing Pool shall be based on two components:

4-N.4.a. AMEND

4-N.4.a.

TBD 10% of Pre-Tax Earnings that are not in excess of the Pre-Tax Earnings for the previous calendar year; and

4-N.4.b. AMEND

4-N.4.b.

TBD 20% of Pre-Tax Earnings that are in excess of the Pre-Tax Earnings for the previous calendar year.

4.N.5. AMEND

4-N.5.

TBD The allocation to each eligible Flight Attendant will be a pro rata share of the Annual Profit Sharing Pool based on the ratio of the Flight Attendant's Considered Earnings, (as defined in the Success Sharing Plan) for the year to the aggregate amount of Considered Earnings for all eligible employees that year.

4-N.6. AMEND

4-N.6.

TBD Profit Sharing payments will be made no later than April 30th each year.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 44 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

4-0.1. AMEND

4-0.1.

Reserves shall be guaranteed <u>ninety (90)</u> seventy-eight (78) hours pay and credit per month, provided that when a Reserve is unavailable for duty on a without pay basis, <u>their her/his</u> minimum guarantee will be reduced by 4:20 (1/18th) in a thirty (30) day month and 4:07 (1/19th) in a thirty-one (31) day month for <u>a proportionate</u> amount for each day unavailable for schedule duty.

4-O.2. CLARIFY

4-0.2.

The monthly guarantee for <u>International Purser</u> FSL Reserves shall be calculated at their Flight Attendant rate plus the <u>International Purser</u> FSL override.

4-P. AMEND

4-P. RESERVE OVERRIDE

In addition to Paragraph 4-O. above, a Reserve with <u>less than five (5) years of</u> <u>seniority</u> shall be compensated at the following rate prorated for each credited flight hour: *TBD* \$2.00. <u>A Reserve five (5) years but less than ten (10) years of seniority</u> <u>shall be compensated at the following rate prorated for each credited flight hour:</u> <u>*TBD* \$2.00. <u>A Reserve with ten (10) years or more of seniority shall be compensated</u> <u>at the following rate prorated for each credited flight hour:</u> <u>*TBD* \$2.00</u>.</u>

4.Q.2. AMEND

4-Q.2. SHORT CREW PAY FORMULA

Whenever a flight meets the requirements of this section for Short Crew Pay, each Flight Attendant working the flight will be compensated at the rate of *TBD* \$7.50 dollars per hour or fraction thereof for each Flight Attendant absent, block to block and for holding time when a meal is served.

4-S. NEW

4-S. Ground Time Pay

Flight Attendants shall receive Ground Time Pay calculated as one-half (1/2) of the hourly rates set forth in Section 4-A. and 4-B., as applicable, including premium pay and language pay when applicable, on an actual minute basis for all ground time. Flight Attendants will be paid such Ground Time Pay as add pay in addition to all other compensation.

4-T. NEW

4-T. Late Arrival Pay

In all circumstances, Flight Attendants on a pairing who are scheduled to terminate more than two hours (2:00) after the original scheduled arrival time in their pairing, shall receive *TBD* per hour and fraction thereof (prorated), for all time on duty beyond the original scheduled arrival time. Flight Attendants will be paid such Late Arrival

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 45 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Pay as add pay in addition to all other compensation and will not be reduced or offset.

4-U. NEW

4-U. Purser Preparation Pay

An International Purser/Purser is required to conduct a briefing with Flight Attendants before every flight and shall receive *TBD* of add pay for time to prepare to conduct the required briefing.

4-V. NEW

4-V. Essential Worker Pay

<u>4-V.1. NEW</u>

<u>4-V.1.</u>

The Department of Homeland Security (DHS) classifies the Aviation Transportation Sector as Critical Infrastructure under 42 U.S.C. § 519c (e) so as to provide critical air transportation services of the Aviation Transportation Sector. Upon declaration of a national emergency, or a declaration that results in any state, local, tribal or other governmental authorities to establish curfews, shelter-in-place orders, containment areas, quarantine zones or other forms of restrictions on access, activities and business that require a designation of exemption from such restrictions, Flight Attendants shall receive Essential Worker Pay.

4.V.1.a. NEW

4.V.1.a. Essential Worker Pay

For the period of time when the Department of Homeland Security, or other government authority, designates as an exemption from any established restrictions as defined in 4-V.1. above, Flight Attendants shall receive *TBD* for each credited flight hour and fraction thereof (prorated), and for each hour and fraction thereof (prorated) of training/meeting pay as provided for in Section 11-B. and 11-C. as add pay.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 46 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 47 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 5

EXPENSES, TRANSPORTATION AND LODGING

5-A.1.a. AMEND

5-A.1.a. Domestic Per Diem shall be paid for all flights within the <u>continental</u> fifty (50) United States., Canada, Mexico, Central America and the Caribbean

TBD effective Date of Signing

5-A.1.b. AMEND

5-A.1.b.

International Per Diem shall be paid for flights not covered under Paragraph a. above

TBD effective Date of Signing

5-A.1.c. AMEND AND CLARIFY

<u>5-A.1.c.</u>

Per diem shall be paid per hour prorated from the time a Flight Attendant she/he is scheduled to report for duty or actually reports for duty, whichever is later and shall continue until termination of duty or flight assignment upon return to their her/his home Domicile. Meals will not be placed aboard aircraft in lieu of these allowances on any flight unless requested by the Union Local Schedule Committee for the entire crew for the entire month. When the Company boards meals at the request of the Local Schedule Committee, the payment provided in this Paragraph will be reduced by the cost of the meal to the Company, as provided for in 5-A.3.e.

5-A.1.d. AMEND AND CLARIFY

<u>5-A.1.d.</u>

These per diem rates in 5-A.1.a. and 5-A.1.b. shall be increased by *TBD* five cents (\$0.05) every two years after Date of Signing.

5-A.3.a. AMEND

5-A.3.a.

Meals appropriate to the time of day will be boarded for Flight Attendants at Company expense whenever they are scheduled for a period of duty of eight (8) hours or more without an intervening stop of at least two (2) hours. Whenever possible such meals will be boarded during the first six (6) hours of this period of duty.

<u>Crew meals for each Flight Attendant shall be boarded in accordance with the table below:</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **48** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

	,
<u>Condition</u>	Crew Meal Entitlements
When reporting for duty between 0001	<u>One (1) Breakfast</u>
and 0800 local time	[Note: One (1) breakfast shall be
	considered as having also satisfied the
	requirement for one (1) meal in
	instances of overlapping entitlements
	with conditions 2) through 7) below.]
Duty period exceeds five (5)	One (1) meal
consecutive hours (exclusive of report	
and debrief time; inclusive of Surface	
Deadhead) without a scheduled	
consecutive ground time of at least 1:30	
hours in duration	
Non-stop flight segments scheduled	One (1) meal
4:00 hours to 4:59 hours in duration	
Non-stop flight segments scheduled	One (1) meal and one (1) snack
5:00 hours to 9:59 hours in duration	
Non-stop flight segments scheduled	Two (2) meals
10:00 hours to 11:59 hours in duration	
Non-stop flight segments scheduled	Two (2) meals and one (1) snack
12:00 hours to 15:59 hours in duration	This snack shall be available prior to
	Departure.
Non-stop flight segments scheduled	Three (3) meals
16:00 hours or more in duration	

5-A.3.b. AMEND

5-A.3.b.

If meals are boarded for passengers, crew meals shall be boarded on all segments originating or terminating in an international city which are scheduled for three (3) hours or more flight time.

Notwithstanding Section 5-A.3.a., the AFA Central Schedule Committee and the Company shall maintain a list of city-pairs, such that non-stop flight segments between a listed city-pair shall have the crew meal entitlement shown on the list. For city-pairs not on the list, Section 5-A.3.a. shall apply. The list may be modified and/or updated by mutual agreement between the Central Schedule Committee and the Company at any time. In addition, in September of each year either the AFA Central Schedule Committee or the Company may call for a review of the list, and any citypairs in disagreement will be removed from it.

5-A.3.c. AMEND

5-A.3.c.

On charter flights, the Company shall provide a meal for each Flight Attendant if a meal service is provided to the passengers.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 49 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>The snack referenced in "Box 6" in Section 5-A.3.a. shall be a pre-departure</u> individual snack for each Flight Attendant, with the special crew meal provision in Section 5-A.3.g. applying to the individual snack. In addition, the snack referenced in "Box 6" in Section 5-A.3.a. may be a "cold" snack.

5-A.3.d. AMEND

5-A.3.d.

All food components of the crew meals referenced in this Paragraph shall be business class quality or better.

Other than as provided in the table in Section 5-A.3.a., crew meals shall not be boarded on any Flight unless requested by the Union Local Schedule Committee for all crews assigned that trip for the entire Bid Period.

5-A.3.e. NEW

<u>5-A.3.e.</u>

When the Company boards meals at the request of the Union Local Schedule Committee, the per diem provided in Section 5-A.1., shall be reduced by the cost of such meal to the Company. For the purpose of this Section 5-A-3-e, the cost to the Flight Attendants when requesting a meal shall be as follows:

Breakfast \$4.00 Lunch/Dinner \$6.37 Snack \$5.25

5-A.3.f. NEW <u>5-A.3.f.</u> <u>Unavailable Crew Meals</u>

5-A.3.f.(1). NEW

<u>5-A.3.f.(1).</u>

If a required crew meal is unavailable, reimbursement of reasonable actual expenses associated with obtaining a meal shall be paid to the Flight Attendant. A meal is "unavailable" if it is not on board the aircraft, incomplete, or spoiled. A meal is not "unavailable" solely because it has been deemed unappetizing.

5-A.3.f.(1).a. NEW <u>5-A.3.f.(1).a.</u> In the event a Flight Attendant is not provi

In the event a Flight Attendant is not provided a crew meal as required by the terms of this Section, and is unable to obtain a meal as provided for in 5-A.3.f.(1)., above, the Flight Attendant shall receive payment tin the following amount: Breakfast - \$10.00, Snack - \$10.00, Lunch - \$15.00, Dinner - \$15.00.

5-A.3.f.(2). NEW <u>5-A.3.f.(2).</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 50 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

If the unavailable crew meal was requested by the Union Local Schedule Committee, the reimbursement shall be offset by the meal cost specified in Section 5-A.3.e., which shall be charged to the Flight Attendant. If the Flight Attendant does not obtain a meal, or does not request reimbursement, the meal cost specified in Section 5-A.3.e. shall not be charged to the Flight Attendant.

5-A.3.f.(3). NEW

<u>5-A.3.f.(3)</u>

Notwithstanding Section 5-A.3.f.(1), in lieu of a Company provided breakfast on a planned basis, Flight Attendants shall receive a stipend of ten dollars (\$10.00). The Company will publish the locations at which this provision is in effect, and such locations may only be airports at which no catering facilities exist.

5-A.3.g. NEW

<u>5-A.3.g.</u>

When a crew meal is to be provided, a Flight Attendant may only order a special crew meal if the caterer for the Company at the departure airport produces special meals. Special meal options shall be limited to those produced by that caterer at that location.

5-A.4. NEW

<u>5-A.4.</u>

The Company shall provide a supply of "energy" food to be available for the Flight Attendant at their request on all Flights. The type and location of this food shall be reviewed with the Union on a periodic basis. It is agreed that the provisioning of granola bars in Bases satisfies the requirements of this provision.

5-A.5. NEW

<u>5-A.5.</u>

Except when a deadheading Flight Attendant meets the conditions and is provided a crew meal(s) as set forth in Section 5-A.3.a., they shall be provided with the normal meal service/options offered to passengers on that Flight and shall be reimbursed for any related expense.

5-A.6. CLARIFY

<u>5-A.6.</u>

Crew meals provisioned for Flight Attendant may be removed from the aircraft for consumption off the aircraft and while on layover, unless otherwise prohibited by Customs regulations.

5-A.7. NEW

<u>5-A.7.</u>

The provisioning and quality of crew meals shall be no less favorable than afforded to pilots.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 51 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

5-A.8. NEW <u>5-A.8.</u> <u>Crew Water</u>

5-A.8.a. NEW

<u>5-A.8.a.</u>

Flight Attendant crew water shall be boarded on all flights and in sufficient quantity. Crew water may be used off the aircraft and while on layover. The provisioning of crew water shall be no less favorable than the crew water policy afforded to pilots.

5-A.9. NEW

5-A.9. Enhanced Expenses

In those layover locations where International Per Diem is paid, a special per hour allowance shall be established for those layover cities where the relative cost of living is higher than the United States. This amount shall be based on a mutually acceptable index on a semi-annual basis. In the event the parties are unable to identify a mutually agreeable index, Organization Research Counselors shall be used to conduct the required analysis. The applicable percent differential shall be applied to the per hour rate provided for in 5-A.1.b. above.

5-A.10 NEW

5-A.10. Cost of Living Adjustment

5-A.10.a. NEW

<u>5-A.10.a.</u>

Effective with the first pay period beginning on or after *TBD*, and every *TBD* thereafter, Flight Attendants shall receive a *TBD* per month increase per month for each *TBD* rise in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average published by the U.S. Bureau of Labor Statistics based upon a comparison of the index of the months of TBD and TBD and every year thereafter.

5-A.10.b. NEW

<u>5-A.10.b.</u>

The amount of the cost of living adjustment(s) made on the above listed dates will depend on the rise in the CPI-U. If the CPI-U does not rise during a measurement period, no adjustment shall be made.

5-A.10.c. NEW <u>5-A.10.c.</u> <u>All cost of living adjustment(s) made will become and remain a fixed part of the pay</u> <u>rates in Section 4-A. and 4-B.</u>

5-A.10.d. NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 52 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>5-A.10.d.</u>

If the CPI-U, upon which a given cost of living adjustment is to be determined, is not issued by the time that potential adjustment is to take effect, then any adjustment(s) which are required will be made at the beginning of the first pay period after the receipt of the CPI-U and made retroactive to the date the adjust was originally stipulated to become effective.

5-A.10.e. NEW

<u>5-A.10.e.</u>

If the CPI-U were to be revised, discontinued, or not issued in such a form as to enable the Company and the Association of Flight Attendants-CWA, to calculate the applicable cost of living adjustment, both parties shall meet as soon as possible, negotiate, and agree expeditiously to an appropriate substitute for the Consumer Price Index for All Urban Consumers (CPI-U).

5-B.1.b. AMEND AND CLARIFY

5-B.1.b.

They are delayed at a layover station for four (4) hours or more from the time the delay is known; or after reporting for duty at the home Domicile there is a delay for four (4) or more hours from the time the delay is known. <u>A delay shall be considered known when the Company updates the flight departure time from the originally scheduled departure time in any electronic system(s) that displays flight information.</u>

5-B.1.b.(1). NEW

<u>5-B.1.b.(1).</u>

In the event of a delay, where the combination of the originally scheduled ground time and the ground time associated with a known operational delay, is four (4) hours or more, Flight Attendants shall be provided a hotel room in accordance with 5-B.1.

5-B.1.b.(2). NEW

<u>5-B.1.b.(2).</u>

Flight Attendants, when scheduled for continuous ground time of two (2) hours to four (4) hours, shall be furnished suitable lounge facilities as necessary to minimize fatigue. Such facilities shall be reviewed periodically with AFA.

5-B.1.b.(2).(a). NEW <u>5-B.1.b.(2).(a).</u> <u>If the Company is unable to provide a suitable lounge facility at an airport other than</u> <u>the airport serving each Flight Attendant Base, the Union may request and the</u> <u>Company shall provide a mutually acceptable off-airport facility.</u>

5-B.1.b.(3). NEW <u>5-B.1.b.(3).</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 53 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Notwithstanding Section 5-B.1.b.(2).(a). above, when the volume of Section 5-B.1.b.(2). occurrences exceeds fifteen (15) per Bid Period at an airport other than the airport serving each Flight Attendant Base (as determined by a rolling 12-month average of the number of Trips containing such occurrence), the Company will attempt to secure a crew lounge within six (6) months of the triggering event. If the rolling average described above subsequently drops below fifteen (15) occurrences before a crew lounge is secured, the present requirement to secure a crew lounge is eliminated unless and until the rolling average again exceeds fifteen (15).

5-B.1.d. NEW

<u>5-B.1.d.</u>

If available, a Flight Attendant may choose to utilize a Company provided gym facility, equipped with showers and changing rooms, in lieu of a hotel room as provided for in Section 5-B.1.b. and 5-B.1.b.(1).

5-B.2.a. AMEND

5-B.2.a. Hotel Guidelines

The Company and the MEC President/designee will select hotels for inspection at layover cities in accordance with the WHQPP/Union Operating Charter and will compile a list of hotels which provide safe, clean and quiet accommodations with adequate and available eating facilities.

Adequate and available eating facilities:

Food availability twenty-four (24) hours/day.

Restaurant on premises, providing breakfast, lunch and dinner (pantry food does not meet this requirement).

Outside of meal time hours: room service, lounge menu-and/or food delivery options.

Delivery options of at least three (3) different eateries (not including fast food outlets) with reasonable delivery time/distance.

5-B.2.a.(1). NEW <u>5-B.2.a.(1)</u>. In addition to the provisions set forth in this Section 5, the mutually agreed AFA – UAL Hotel Guidelines ("Hotel Guidelines") Letter of Agreement shall govern the sourcing, selection, retention, and de-selection of hotels and transportation. Any future revisions to the Hotel Guidelines require mutual agreement of the parties.

5-B.2.b. AMEND 5-B.2.b.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 54 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Disagreements between the parties regarding sourcing, selection, retention, and deselection decisions of hotels and transportation as set forth in the Hotel Guidelines are subject to the exclusive Dispute Resolution Process ("DRP") set forth therein, and shall not be subject to the grievance procedures set forth in Section 23. Notwithstanding the DRP, contract violation disputes remain subject to the grievance procedures set forth in Section 23.

In the event that the Union does not agree with the Company's decision on a layover hotel, the MEC President/ or designee may request a review of that decision by the Senior Vice President-Inflight Service.

5-B.3. AMEND

5-B.3.

Flight Attendants, when at other than regular layover stations and lodging is not provided by the Company, shall receive reasonable actual expenses incurred for lodging, substantiated by a receipt. <u>Alternatively, Flight Attendants may use their</u> Company issued credit card to secure lodging and transportation.

5-B.5. AMEND AND CLARIFY

5-B.5.

If a Flight Attendant arrives at a layover hotel and her/his room is not ready within thirty (30) minutes after arrival, she/he may obtain other accommodations and claim reasonable actual lodging expenses on a Company expense form supported by the hotel receipt.

In the event a Flight Attendant arrives at a layover hotel and their her/his room is not ready within fifteen (15) minutes after arrival, the Flight Attendant(s) shall choose to receive \$TBD as a hotel credit or \$TBD add pay.

5-B.5.a. AMEND AND CLARIFY

<u>5-B.5.a.</u>

If a Flight Attendant arrives at a layover hotel and her/his room is not ready within thirty (30) minutes after arrival, she/he may obtain other accommodations and claim reasonable actual lodging expenses on a Company expense form supported by the hotel receipt. Alternatively, Flight Attendants may use their Company issued credit card to secure lodging and transportation.

5-B.6. AMEND

5-B.6.

Unless mutually agreed by the Union and the Company, <u>Flight Attendants when</u> scheduled for layovers of fourteen (14) hours or more block to block shall be furnished lodging in the core business district of the city served. The parties may choose to select a hotel outside the core business district of the city served, but AFA reserves the right to return to such area in accordance with the processes outlined in the Hotel Guidelines. on layovers of nineteen (19) hours (block to block) or more, the

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 55 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Company will provide hotels in downtown or downtown-like locations in close proximity to restaurants and shops.

5-B.7. CLARIFY

5-B.7.

A Flight Attendant, if possible, should notify the Company when she/he does not intend to utilize her/his hotel room. <u>Flight Attendants who cancel hotel rooms in accordance with Paragraph 5-C. shall be reimbursed a portion of the savings from such cancellations.</u>

5-B.8. CLARIFY

5-B.8.

In the event it becomes necessary to change a layover facility after monthly bid packets have been distributed, Flight Attendants shall be notified of said change as soon as possible. <u>Changes to a layover facility, and the transportation between the airport served and the facility, will also be included in the CCS pairing display.</u>

5-B.9. CLARIFY

5-B.9.

<u>The Company</u> Each Domicile shall make available a list of layover cities identifying the two (2) hotels that will be used whenever possible, for Flight Attendant layovers. Flight Attendants assigned to pairings which are not in the monthly bid package will be informed of the layover hotel and telephone number before departing on <u>their</u> her/his pairing. If this cannot be accomplished or in the event other layover accommodations are used, the Company will reimburse the Flight Attendant for up to a five (5) minute telephone call to inform someone of the hotel actually being used. Reimbursement will be made after submitting an expense report supported by a receipt to the home Domicile office.

5-B.10. NEW

<u>5-B.10</u>

In the event the Company has not provided lodging and/or transportation by the end of a duty period in accordance with 5-B.1., Flight Attendants may use their Company issued credit card to secure lodging and transportation.

5-C.1. AMEND

5-C.1.

Flight Attendants who cancel hotel rooms in accordance with the provisions of this Paragraph shall be reimbursed <u>fifty percent (50%)</u> a portion of the resulting savings from such cancellations. The amount of such reimbursement shall be reviewed annually, but shall not be less than <u>\$420.00</u> for each cancelled hotel room. <u>All hotel rooms that have been booked for Flight Attendant use are eligible for Hotel Gainsharing and may be selected on an individual day by day basis.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 56 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

5-C.3. AMEND AND CLARIFY 5-C.3.

A Flight Attendant must cancel <u>their her/his</u> room no more than seventy-two (72:00) and no less than <u>twelve hours (12:00)</u> twenty-four hours (24:00), forty-eight (48:00) International, prior to the original check-in time for the trip.

5-C.4. CLARIFY

5-C.4.

Cancellations may only be accomplished through CCS, or by such other method as may be authorized by the Company. ,it being the parties' desire to automate this gainsharing program when such automation becomes reasonably practicable.

5-C.5. CLARIFY

5-C.5.

A room may only be cancelled by the Flight Attendant who is scheduled to occupy it.; Flight Attendants may not cancel hotel rooms for other Flight Attendants. (redundant due to automation)

5-C.6. AMEND AND CLARIFY

5-C.6.

Flight Attendants will be required to provide the following information in order to cancel a hotel room from the list in the CCS or other automated system. Hotel Gainsharing shall apply to all hotel rooms. At a minimum, and as applicable, the CCS display will include inbound flight number, and check-in time, the layover city, date the pairing commences, date of the layover where the room cancellation is to occur, and the hotel where it is to occur. If there are multiple days associated with the hotel room, each date shall be displayed individually.

5-C.6.a. CLARIFY 5-C.6.a. Name, Base, and employee number, and

5-C.6.b. CLARIFY 5-C.6.b. Inbound flight number, and

5-C.6.c. CLARIFY 5-C.6.c. Check-in time, and

5-C.6.d. CLARIFY 5-C.6.d. Layover city, date the pairing commences, date of the layover where the room cancellation is to occur, and the hotel where it is to occur.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 57 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

5-D.2.a. AMEND AND CLARIFY

5-D.2.a.

A Flight Attendant will be allowed <u>\$20.00</u> 10.00 for cab<u>, or</u> limousine, <u>or public</u> <u>transport</u> between airport or co-terminal and place of lodging at Domicile points whenever departure time of <u>their</u> her/his flight assignment is between 10:00 p.m. and 8:00 a.m. or when arrival time of the flight is between 8:00 p.m. and 6:00 a.m.

5-D.3. AMEND AND CLARIFY

5-D.3.

A Flight Attendant shall be reimbursed for actual expenses for cab transportation to the airport when the Reserve Flight Attendant determines such transportation is necessary in order to respond to a call of less than four (4) three (3) hours before report.

5-D.3.a. AMEND AND CLARIFY

<u>5-D.3.a.</u>

Inflight Scheduling <u>shall</u> may authorize reimbursement on an actual basis for the return, if the Flight Attendant was unable to utilize <u>their</u> her/his personal transportation in order to make the less than <u>four (4)</u> three (3) hour call out.

5-D.3.b. AMEND AND CLARIFY

<u>5-D.3.b.</u>

In all other cases, a transportation allowance of <u>\$20.00</u> 10.00 for transportation from the airport will be reimbursed. Claim for such expenses shall be made on a regular expense form <u>(currently Concur)</u> which shall be supported by a receipt approved by Inflight Scheduling and the form shall indicate the flight number for any such transportation expenses.

5-D.4.a. DELETE

5-D.4.a.

In the event a Flight Attendant's pairing originates at one airport and terminates at another airport at her/his regular home Domicile, the Company shall furnish such Flight Attendant with transportation one-way between one airport and the other, at her/his option. A Flight Attendant assigned to a schedule involving this type of operation shall advise the Company prior to the start of the schedule, the one direction she/he desires such transportation during the period she/he is assigned to that schedule.

5-D.4.b. DELETE

5-D.4.b.

Upon termination, when such transportation is not provided by the Company within thirty (30) minutes and such transportation does not leave within forty-five (45) minutes after the Flight Attendant arrives at the airport and reports to Crew

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 58 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Scheduling, such Flight Attendant may use any other available means of ground transportation between one airport and the other and may claim expenses for such transportation, on the regular Company expense account form and such Flight Attendant shall be reimbursed for same.

5-D.4.c. AMEND

5-D.4.c.

At layover points, if the public limousine service provided by the Company does not leave within forty-five (45) minutes after block arrival or thirty-five (35) minutes after block arrival where transportation is provided by the hotel, the Flight Attendant may use any other means of transportation to the place of lodging and may claim reimbursement for such transportation on the regular Company expense account form and the Flight Attendant shall be reimbursed therefor. <u>Alternatively, Flight</u> <u>Attendants may use their Company issued credit card to secure transportation.</u>

5-D.4.c.(1). CLARIFY

<u>5-D.4.c.(1).</u>

Hotel pick up times shall be arranged to have the Flight Attendants arrive at the airport in sufficient time to report for duty at their assigned report time. Pick-up times shall be adjusted to the time of day and day of week of planned travel so that the Flight Attendant is not required to arrive excessively early for their scheduled report time.

5-D.5. CLARIFY

5-D.5.

When the Company provides for public limousine transportation, each Flight Attendant using such transportation shall, upon request, be provided with a separate <u>travel authorization</u> limousine slip.

5-D.6. DELETE

5-D.6.

Ground transportation will be provided on a schedule operating six (6) times per day from/to EWR and LGA (and from/to EWR and JFK if UA resumes flying out of JFK) for any operation involving sequences originating and terminating at the prescribed co-terminals.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 59 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Letter of Agreement based on automating 5.B.3. and 5.B.6.

The Company and Union shall collaborate on the design and development of automation to augment the current process of providing Flight Attendants with hotel and transportation information that has not been previously arranged in accordance with Sections 5.B. and 5.D.

This electronic process shall include providing for hotel and transportation vouchers (pre-approved payment), providing for hotel and transportation, not previously booked due to diversions, cancellations or other such operational issues in a real time manner and pre-approvals for expense reimbursement on transportation as provided for in Sections 5.D.3 and 5.D.5.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 60 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Letter of Agreement for Hotel and Transportation Guidelines

1. Hotel Selection/Retention Guidelines:

<u>The intent of both parties is to always find and retain mutually agreeable Flight</u> <u>Attendant accommodations and to make timely notification of issues affecting Flight</u> <u>Attendants. The parties may, by mutual agreement, vary from these guidelines.</u> <u>Items used to determine suitability of a hotel should include, but are not limited to:</u>

A. Safety

1. Sprinklers - pumps and backup systems

2. Smoke Detectors - Hardwired/Battery Backup, location, connected to central station/monitor

3. Public Address System (VAS) - Automatic, manual

4. Guestroom Doors - Fire rating

5. Common Area Fire Doors

6. Egress - Signage, Exit Lights, Stairwell, Lighting Backup, Self-

Closure, No Blockage

7. Electrical Backup:

a. Type and effective duration

b. Systems powered (safety, lights, elevators, PBX, food storage, front desks, systems, cooking)

8. Bathroom GFI

9. Emergency Manuals and Procedures

10. Medical Readiness - Defibrillators, Doctor-on-call, Staff trained in

<u>CPR</u>

11. Fire Extinguishers

B. Security

<u>1. Location - Not in a crime area; safe to walk with reasonable precautions</u>

2. Security Staff

<u>a. In- house or vendor</u>

b. Times on duty

<u>c. Training</u>

3. Hotel Staff - Background checks, drug testing policy

4. Hotel Access Points:

<u>a. How many</u>

b. Covered via CCTV

c. Access to guestrooms directly from garage

d. Key Card controlled

e. Employee entrance

f. Emergency exit (no entrance)

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 61 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>5. Guestroom Security - Located above ground level, no outside</u> corridor

6. Guestroom Doors:

- <u>a. Self Close</u>
- b. Primary Locks
 - (1) RFID/Magnetic Strip
 - <u>(2) No hard keys</u>
- c. Secondary locks
- <u>d. Peep Hole</u>

7. Windows/Sliders - Secondary security, no shared balcony, no close direct visual access (to see into room)

8. Security Cameras (CCTV) - Numbers, location, coverage, retention

- of data
- 9. In-room safes

C. Rest

- 1. Comfort
 - a. Size of room ability to move freely
 - b. Bed size No smaller than full size (54" x 75")
 - <u>c. Bed Comfort/Linens</u>
- 2. Lighting sufficient but not too much
- 3. Window Coverings should block light
- 4. Room Product Clean and presentable; with:
 - <u>a. Chair</u>
 - b. Writing surface (desk)
 - c. TV w/remote
 - d. Alarm Clock
 - e. Secondary Seating
- 5. Bathroom
 - a. Lighting sufficient
 - b. Counter space
 - c. Size ability to move freely
 - d. Ventilation
 - <u>e. No mold</u>
 - f. Toiletries
 - <u>g. Linens</u>

6. HVAC - minimal noise, comfortable temperature (Hot and Cold),

- restrict motion sensors
- 7. No -Smoking Rooms ONLY
- 8. Pet policy
- 9. Renovation Disruption
- 10. No Offensive Odors

D. Quiet - should be able to sleep without earplugs

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 62 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

1. Noise Levels inside and out - (e.g. airport, highway)

2. HVAC - compressor/fan noise

3. Room to room

4. Doors and hallways - slam check

5. Type of Clientele

6. Room placement - quietest part of hotel; away from:

a. Ice machines

b. Elevators

c. Construction

d. Disruptive or noisy guest

E. Physiological (venues and facilities to mitigate fatigue such as restaurants and fitness centers)

1. Restaurant:

a. Restaurant in the building (should not have to walk outside to

eat) serving breakfast, lunch and dinner w/room service

b. Food Cost Considerations

c. Healthy options

d. Meet health and safety codes

2. Fitness Center

a. In hotel or within easy and safe walking distance

b. Sufficient size for hotel

c. With Cardio and Weight machines in good working order

d. Safety equipment present and working on equipment and in

<u>room</u>

F. Internet

1. Complimentary In-Room WIFI internet

G. Miscellaneous

1. Single Occupancy

2. Expedited Check-in

3. No Credit Card required for room check-in including incidentals and phone

4. Hotel equipped with elevators to guestroom floors

5. Rooms ready upon arrival

6. Business mix and ability to accept Flight Attendants (long term

viability of hotel considering base business)

7. Notification of impending renovations

8. Phone Access - Call Operations, Local/Long Distance/Toll Free

9. Black Out dates

H. Location

1. Safe - Not in crime area (see Security)

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 63 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

- 2. Short -within 15 minutes normal drive time of airport
- 3. Long (14 hours or more block to block):
 - a. Core business district of city served.
 - b. Within easy and safe walking distance to:

(1) A range of full-service dining options

(2) Entertainment - examples: recreation facilities, bars,

clubs, parks, coffee houses, museums, sporting venues, golf, etc.

(3) "Unique" experiences

(4) Stores and shops - not just a mall; unique

4. Training Hotels - acknowledge location may be modified depending

upon location of training facility and length of training program

5. Amenities

a. ATM and/or check cashing

b. Currency Exchange (market specific)

c. Complimentary newspaper

d. Gift shop

e. Dry cleaning

f. Irons/boards

g. Crew lounge (especially internationally)

h. Voltage converters (market specific)

i. Pool/Sauna/Whirlpool

j. Spa (w/discount)

k. In-room refrigerator

I. Loyalty program points for stay accrual, incidental charges, club access

6. Cost

a. Cost in relation to market

2. Hotel HIGH PRIORITY Items:

All items in the Hotel Selection guidelines above will be evaluated to determine initial and on-going suitability of Flight Attendant hotels; however, at a minimum the following items should normally be afforded the highest priority. (Note: WM indicates market-dependent waivable; W indicates waivable on a case-by-case basis)

A. Safety:

1. Location

2. Sprinkler-WM

3. Smoke Detector - hardwired w/ battery back-up

4. Emergency lighting

5. Effective and safe egress paths and stairwells

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 64 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

6. Guestroom phone should have outside-line accessibility

B. Guestroom Security:

- 1. No unrestricted access from parking garage to guestrooms
- 2. Rooms assigned above ground level
- 3. No exterior corridors WM
- 4. Primary Locks RFID/Magnetic Strip; No hard keys
- 5. Secondary locks W
- 6. Windows/Sliders w/secondary lock
- 7. Restricted hotel access 2300-0600 W

C. Quiet

1. Quiet room

2. Guestroom away from elevators, ice and vending machines, maid stations

D. Guestroom

- 1. Ready upon arrival with expedited Check-in
- 2. No credit card required to get room and turn on phone
- 3. Non-smoking
- 4. Clean and Presentable
- 5. Window coverings that block light

6. Comfortable beds (minimum Bed size - No smaller than full size (54" inch/137.16 cm)

<u>11101/137.10.011)</u> 7. Effective AC and L

7. Effective AC and Heat - WM

E. Physiological

 <u>1. Restaurant in the building (should not have to walk outside to eat)</u> serving breakfast, lunch and dinner w/room service - W
 <u>2. Fitness center in hotel or within easy and safe walking distance - W</u>

F. Internet

1. Free in-room WIFI - W (to hardwired)

3. Transportation Selection/Retention Guidelines:

The company will provide clean, safe, reliable, and secure transportation for Flight Attendants. The intent of both parties is to always find and retain mutually-agreeable Flight Attendant transportation. Items used to determine suitability of a transportation vendor or hotel transportation should include, but are not limited to:

<u>A. Clean</u>

1. Clean and presentable shuttle (inside and out)

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 65 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

2. Equipped with efficient AC and heat

B. Safe

1. Seat for each Flight Attendant/crewmember (size of crew)

2. Size of shuttle sufficient for crew size, luggage and travel time

3. Seatbelts for each Flight Attendant/crewmember

4. Mechanically sound - tires, windows, engine (w/maintenance schedule)

5. Driver - w/ID, training, drug screen

6. In-van communication (i.e. 2-way communication; not texting)

C. Reliable

1. Reputable, established, experienced

2. On-time

3. Drive time and stops

4. Insurance

4. Transportation HIGH PRIORITY Items:

All items in the Transportation Selection guidelines above will be evaluated to determine initial and on-going suitability of Flight Attendant transportation; however, at a minimum, the following items should normally be afforded the highest priority. (Note: W indicates waivable on a case-by-case basis)

<u>A. Clean</u>

B. Equipped with efficient AC and heat

<u>C. Safe</u>

1. Seat for each Flight Attendant/crewmember (size of crew)

2. Seatbelts for each pilot/crewmember- W (in large coach with row seating)

3. Mechanically sound

4. Driver - identifiable and trained

5. In-van communication (i.e. 2-way communication; not texting)

D. Reliable

1. Reputable, established, experienced

2. On-time

3. Insured

5. "Downtown" Definition

A. Downtown core business district of the city served

<u>B. In all cases, needs to meet long layover location requirements (easy and safe walking distance of unique venues - see Guidelines)</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

6. Sourcing/Selecting Protocols and Processes:

<u>The intent of both parties is to always find and retain mutually agreeable Flight</u> <u>Attendant accommodations and transportation vendors and to make timely</u> <u>notification of issues affecting Flight Attendants</u>. Parties agree that consistent, open <u>communication regarding sourcing time lines, inspections and evaluations is the</u> <u>best tool to reduce disputes.</u>

A. Sourcing

1. The Company may source hotels in a broad geography

2. The Company will create a list of hotels to be sent RFPs and send to AFA

<u>3. The Company will consider variable sourcing RFPs (i.e.: 10-40 [in case hotel may wish to bid on Flight Attendants-only]</u>

<u>4. Company shall provide all RFPs for Flight Attendant lodging sent out,</u> contemporaneously with them being issued to hotels

a. RFP shall include a statement informing hotels that bids for less than the requested room volume may be considered

b. RFP shall include a mutually developed questionnaire based

on "Threshold" Must Have items (attached as Appendix A)

5. AFA may provide additional hotels and the Company will include these in the RFP process

6. Upon conclusion of RFP process, Company shall provide AFA with list of responses, including returned questionnaires and declination letters as available.

a. Parties shall confer as to which properties shall be considered for site inspection

(1) There shall be mutual agreement to not consider a property (specifically, a property may not be unilaterally removed due to its bid price or because it was previously disapproved)

b. The Company should follow-up on all non-responses and AFA may suggest follow-ups on non-responses if not complete.

7. The Company will be the primary direct contact and official voice of UA to the hotels regarding sourcing, soliciting bids, selection process, and contract administration.

8. AFA's communication with hotels should not be restricted from factfinding but will be coordinated with the Company.

9. AFA shall not contact hotels to affect negotiations from the time of receiving an inspection list from the Company until the end of negotiations

10. The Company shall provide AFA with contracts upon issuance to

<u>the</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 67 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

hotel. Should the contract subsequently include any changes affecting Flight Attendant lodging (i.e., amenity and room restrictions), the Company shall discuss that change with AFA prior to agreeing to it. 11. The Company shall promptly execute contracts once agreement has been reached with the hotel. The Company shall not intentionally prolong negotiations with a hotel.

a. If a hotel refuses to execute a contract the Company shall request such denial in writing and provide a copy to AFA. The Company will not be in breach of this agreement if hotel elects not to provide such denial in writing.

12. The Company agrees to begin the sourcing process for new stations as soon as practical after notification from the United Crew Planning Department that United will begin overnighting Flight Attendants at a new station, including previously unsourced seasonal and other recurring destinations (including both charter operations and temporary equipment (mainline for regional) substitutions}, so long as more than one section has been/is projected to be flown that will require a Flight Attendant layover.

a. The Company shall put into place a process to actively identify

new/returning layover stations as to give both parties the maximum

amount of time to execute the guideline process.

b. The parties understand that such sourcing may lack specificity as to whether the overnight is long or short, room volume required, etc.

> (1) For stations in which United will be conducting regular scheduled mainline service (not charter or event-based operations), if, within 30 days of the start of service, a joint inspection has not been scheduled the Company shall bear the cost of any AFA site inspection conducted at the station and be bound by the hotel selections made by AFA consistent with full service, business class hotels normally used by the Company for Flight Attendant layovers based on availability (e.g., Hyatt, Marriott, Sheraton, Hilton), until such time as a joint inspection is conducted.

(2) In any station in which United will be providing

mainline

service prior to a joint inspection occurring, the Company agrees to house Flight Attendants in the hotel selections made by AFA consistent with full service, business class hotels normally used by the Company for Flight Attendant layovers based on availability (e.g., Hyatt, Marriott, Sheraton, Hilton), until such time as a joint inspection is

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 68 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

conducted but the Company shall not be liable for any

<u>AFA</u>

inspection costs.

B. Selecting:

There will be timely collaboration between both parties during the entire selection process.

1. Inspection Planning

a. The parties shall work together to plan inspections so as to minimize the number of required inspection/travel days and minimize travel on weekends. Procurement will provide the inspection calendar for the following bid month to AFA no later than the 25th of second month prior to the bid month (e.g. July 25 for September). Such calendar shall include the dates, projected start time and expected end time of the inspections. Should the failure of the Company to meet this timeline (namely, as a result of Company inaction and not resulting from changes requested by AFA or the actions of a potential vendor) cause AFA to expend additional flight pay loss expense, such additional expense shall be paid by the Company. In the event an inspection visit to a station is no longer required after pre-blocks have been awarded, the parties shall attempt to utilize the pre-blocked days to conduct other inspection/sourcing-related activities.

b. Inspections should be planned to allow adequate opportunity to review the hotel facilities and meet with hotel representatives.

<u>c. In planning inspections consideration shall also be given to whether off-line travel is required to reach the station. The Company shall assist the AFA in booking off-line travel, to the extent allowed by the applicable offline agreements.</u>

2. A consensus should be reached on hotel selections.

3. If a consensus is not reached:

a. Dispute Process can be invoked and, if so:

(1) The Company may place Flight Attendants in a hotel to avoid them being "homeless"

(2) The Company will not enter into a long-term contract until results of dispute process are final

4. After site inspections have been completed the parties shall share preliminary inspection results within five business days of the inspection, subject to inspector/Buyer availability

a. Goal is to identify properties for which the Company may be able to initiate contract negotiations

(1) Parties acknowledge preliminary results may subsequently be changed.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 69 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

b. Full evaluations, including final determinations of approved/disapproved, to be exchanged no later than the next monthly Hotel meeting

C. Hotel Contract Renewals:

1. Hotel contracts will be for a two (2) year duration unless mutually agreed otherwise

2. Company shall provide the Association on a monthly basis the list of contracts which expire in the next 100 days and any active sourcing projects specific to Flight Attendant lodging, to the extent such expirations and sourcing projects are known.

<u>3. A mutual agreement must be made to extend a contract with a current hotel</u> <u>4. Re-sourcing will follow "Sourcing" and "Selecting" protocols</u>

7. Overflow/IROP

<u>A. Overflow is defined as Flight Attendant room requirements above room</u> <u>block contracted at regular Flight Attendant hotels or when no regular Flight</u> <u>Attendant hotel exists.</u>

<u>B. In the event a Flight Attendant overflow hotel is needed prior to the publication of the pairing/trip, the Company will select hotels in the following order:</u>

<u>1. Current regular Flight Attendant hotel if standard room is available at</u> any cost.

2. A previously inspected and mutually approved hotel

3. Mutually agreed upon hotel which will be inspected, if needed ("Honor the process")

C. In the event a Flight Attendant overflow hotel is needed after the publication of the pairing/trip, the Company will select hotels in the following order:

<u>1. Current regular Flight Attendant hotel if standard room is available at any cost.</u>

2. If one exists, a mutually agreed upon Overflow list of hotels for that market in the order of preference set forth in the list

3. Full service, business class hotel (e.g. Marriott, Sheraton, Hilton,

<u>Hyatt)</u>

<u>4. Limited service, business class hotel (e.g. Hyatt Place, Hilton Garden Inn, Courtyard by Marriott)</u>

a. Not hotels in classified as Budget or Economy (e.g. Comfort Inn, La Quinta, Econolodge)

5. Mutually agreed upon hotel

6. If one exists, a mutually agreed upon IROP list for that market in the order of preference set forth in the list

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 70 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7. After exhausting steps 1 through 6 and in order to avoid a flight cancellation, the Company may place crews in suitable accommodations

D. Crews will be advised as to the availability of suitable accommodations prior to flight departure to a layover destination

E. The Company and AFA will work together to develop a process to select Overflow and IROP hotels (e.g. Use of OAG, computer programs, etc.)

<u>8. Walks</u>

When a temporary relocation of Flight Attendants from a regular Flight Attendant hotel is required for special or potentially disruptive events at the hotel:

A. Walk notifications

 The Company shall provide notice to AFA of required walks by the end of the day the Company discovers the need for a walk. The Company shall seek AFA input in identifying an alternate hotel, unless circumstances do not allow for such input ("head in a bed").
 If there are multiple AFA approved hotels at a station, the Company may move the "walked" Flight Attendants to an approved hotel without additional AFA review though must still inform AFA of the occurrence.
 Flight Attendants shall be advised of the "walk" accommodations by including them in the Flight Attendant pairings and pushing them to Flight Attendant Link or similar application that may become available in the future.

9. Dispute Protocols and Processes & De-selection

Problems with hotels (Dispute Process):

A. The Company will attempt to remedy a problem with a hotel used by Flight Attendants when it becomes known

B. AFA may provide a 30-day written "NOTICE" to the Company to resolve/cure the problem with the hotel <u>1. If the issue is fixed: No further action</u> <u>2. If the issue is not fixed: AFA may request Move</u> <u>a. If the Company agrees with the Move request, they shall:</u> (1) Within 45 days of Move request, canvass, source and inspect for new hotel

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 71 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

(2) Within 60-90 days of Move request, move to a new hotel

b. If the Company disagrees with the Move request, the matter may be referred to the Dispute Resolution Process (DRP)

C. Dispute Resolution Process (DRP)

Disagreements between AFA and the Company with the sourcing, selection, retention, and de-selection decisions of hotels and transportation or the processes set forth in these Guidelines are subject to the exclusive Dispute Resolution Process (DRP) set forth below.

1. The MEC President and the VP of Inflight Services will meet no later than five (5) days from the date the DRP is requested to resolve the issue

a. In addition to the Hotel Selection Guidelines, the state of the hotel contract and material changes may be considered
b. A decision shall be rendered by the MEC President and the VP of Inflight Services no later than 24 hours following the meeting

c. A failure to meet or a failure to mutually agree on a resolution shall result in the matter being immediately referred to the Hotel/Transportation Expedited Arbitration process

2. Hotel/Transportation Expedited Arbitration

a. Immediately following a failure to meet or failure to mutually agree on a resolution by the MEC President and the VP of Inflight Services, an agreed to panel of neutrals will be contacted. The earliest availability of a neutral shall be selected (coin flip if two are available on the same day).

> (1) Both parties will determine a number and select panel(s) of neutrals within thirty (30) days following CBA ratification.

b. The hearing will be scheduled not to exceed four (4) hours: (1) Two (2) hours per side

(2) Either party may reserve portion of time for rebuttal c. Arbitrator shall render a brief decision and award within 48 hours which shall be final and binding.

(1) Unless mutually agreed, the award shall be nonprecedential

D. Egregious violations

<u>1. An egregious violation shall be defined as one affecting Flight Attendants</u> relating to:

a. The Safety or Security of a hotel or transportation vendor (see Must-Have list)

<u>b. Health</u>

c. The physical structure

d. The failure of essential services (utilities)

e. Environmental factors reasonably affecting the ability to obtain rest

<u>{Examples include but are not limited to: fire in the hotel, roof blows off, failure of the electrical, water or HVAC systems, failure or disconnection of the smoke detection or sprinkler systems, renovation noise in the hotel, jack hammering, virus, disease, infestation, Loss of food availability (if past or planned past 90 days)</u>

2. The Company will immediately relocate Flight Attendants out of a hotel into a suitable alternative when an egregious violation will occur or is occurring

3. The Company will immediately notify AFA when a potentially egregious violation may occur or is occurring

4. The Company and AFA will work together to reach an agreement about how to

proceed

a. If the problem is believed to be of a short-term duration (7 days or less):

(1) Both parties shall mutually agree on a short-term hotel for a

<u>set</u>

<u>duration</u>

(2) If the problem persists beyond the duration limit, the Company will immediately begin the sourcing process for a new Flight Attendant hotel and long-term solution

b. If the problem is believed to be of a long-term duration (greater than

<u>7</u>

days):

 (1) Both parties shall mutually agree on a short-term hotel
 (2) The Company will immediately begin the sourcing process for a new Flight Attendant hotel and long-term solution

5. If the Company and AFA are unable to agree on a short-term or long-term solution, the matter may be immediately referred to the Dispute Resolution Process

10. Administrative

A. Meetings:

1. The AFA Hotel and Transportation Committee and the Company will agree to meet face-to-face as often as needed but no less than once per month.

a. The meeting shall be attended by the entire AFA Hotel and Transportation Committee inclusive of the Committee Chairperson and the Company's Flight Attendant hotel procurement Director, Buyers (Category Managers) and other management personnel who have authority over the issues involved (1) The meeting will be exclusive of other labor groups

2. The duration of the meeting shall allow for the discussion of all aspects of Flight Attendant hotels, including the criteria, suitability, selection, and anticipated contract terminations of hotels.

3. A draft meeting agenda will be provided to Procurement 48 hours prior to the monthly Hotel Committee Meeting.

B. Official Hotel List:

1. The Company shall maintain an official and current hotel list. Starting with the date of signing of this agreement, HOME shall be updated with the results of each inspection no later than fourteen days after the full inspection results are reviewed and mutually agreed to at the monthly Hotel meeting and receipt of the final written AFA evaluation or, for new hotels, by the first date the hotel is used for Flight Attendant layovers. Should HOME be replaced by a successor system, such requirements shall also apply to the successor system. The Company agrees that in overflow or irregular operations it must follow the process set forth in the Hotel Guidelines regardless of the hotels that are listed in HOME.

C. Inspection sheet/Evaluation form:

<u>1. The Company will work with AFA to develop a joint inspection form and evaluation sheet.</u>

D. Reporting System (TVLLOG):

1. The Company and AFA will work together to create an effective reporting system.

E. Inspection Currency:

<u>1. Any jointly approved property (regular, overflow or training) or transportation</u> vendor may be considered to maintain their inspection currency for 12 months from the last Flight Attendant usage.

F. Management/Flag Changes:

 The Company shall immediately notify AFA of any merging or change in hotel or transportation vendor ownership or management or any flag change
 The hotel or transportation vendor will be reviewed for material changes
 AFA and the Company will mutually determine the best course of action

and

be

determine if an inspection is needed.

<u>G. Travel</u>

1. All required ground transportation in association with a site inspection shall

- provided and arranged for by the Company
- 2. <u>The Company will arrange overnight accommodations in association with</u> <u>a site inspection preferably at hotels to be inspected.</u>

The attached Exhibit A "Preliminary Questions" document in no way changes the requirements of the Hotel Guidelines. This document is just to gather preliminary information about the hotel. Either party reserves the right to inspect any hotel, regardless of how the Hotel responds to these questions, to determine if it complies with the Hotel Guidelines.

Appendix A: HOTEL PRELIMINARY QUESTIONS

LOCATION

How far (time and distance) to/from airport?

CAPITAL IMPROVEMENTS

Are any MAJOR renovations planned within the next two years?

If yes, what is the scope of the renovation plan?

<u>SECURITY</u>

Does the hotel have dedicated Security personnel onsite?

If yes, what hours and staffing levels?

Does the hotel have CCTV surveillance cameras?

Are all guestrooms located inside the hotel (No exterior corridors)?

Is the hotel able to provide guestrooms located above ground level? Elevator available?

LIFE SAFETY

Does the hotel have a Fire Panel? Back-up generator?

Does the hotel have a Public Address system?

Please indicate the presence of the following (circle):

Smoke Detectors: Public Space Guestroom Floors Hallways

Fire Sprinklers: Public Space Guestroom Floors Hallways

HOTEL SERVICES

Will rooms be available upon arrival?

Will you allow Flight Attendants to check-in without leaving a credit card on file for access to their guest room and phone?

FOOD AND BEVERAGE

Please indicate presence of the following:

Restaurant serving breakfast Y/N Restaurant serving dinner Y/N

Restaurant serving lunch Y/N Room service Y/N

<u>ROOMS</u>

HVAC Type: Two pipeFour pipeTwo pipe with heat stripPTACIs chilled/cold air available all year round?

FITNESS CENTER

Do you have a fitness center within the hotel or within easy and safe walking distance?

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SECTION 6

MINIMUM PAY AND CREDIT, HOURS OF SERVICE, AND CONTRACTUAL LEGALITIES

6-A. AMEND

6-A. MINIMUM DUTY RIGS

A Flight Attendant who departs on a flight shall be guaranteed minimum pay and credit as follows:

6-A.1. AMEND

6-A.1.

A minimum of one (1) hour's one hour and thirty minutes (1:30) flight time pay and credit for each two (2) hours of duty time, prorated.

6-A.2. AMEND

6-A.2.

A minimum of five (5) hours flight time pay and credit for a one duty period pairing each duty period in a pairing.

6-A.3. AMEND

6-A.3.

A minimum average pay and credit of five (5) hours per <u>calendar</u> day for pairings with multiple duty periods (e.g. 5/10/15/20) in a pairing.

6-A.4. NEW

<u>6-A.4.</u>

<u>A minimum of one hour of flight time pay and credit for every four hundred and fifty</u> (450) nautical miles in a flight segment.

6-B. AMEND

6-B. TRIP RIG – TIME AWAY FROM HOME

When a Flight Attendant is scheduled to report for duty or actually reports for duty, whichever is later, she/he shall receive a minimum of one (1) hour's pay and flight time credit for each three and one-half $(3 \ 1/2)$ hours (3:00) elapsed time, prorated, until return to the blocks at her/his Domicile and release from duty.

6-E. AMEND AND CLARIFY

6-E. DRAFTING PAY

A Flight Attendant assigned a line of flying and who is drafted either at her/his home Domicile or at any away-from-Domicile point to fly a pairing(s) and is not in position to fly the next scheduled pairings(s) shown in her/his schedule, shall receive pay and flight time credit on the basis of the scheduled time shown in her/his schedule or what was actually flown, whichever is greater, for the period during which drafted <u>but</u>

<u>shall not be subject to reassignment</u>. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) five hours (5:00) of pay including International Purser/Purser, galley, and language if applicable for pay purposes only. A Flight Attendant may not be drafted if her/his calendar days off cannot be restored to the monthly minimum specified in Paragraph Q below. Flight Attendants who are drafted and are scheduled to terminate more than two hours (2:00) after the original scheduled arrival time of the original trip, shall receive Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the original trip. Late Arrival Pay may not be reduced or offset.

6-F. CLARIFY

6-F. CALL-OUT PAY

A Flight Attendant at her/his home Domicile who is called to the airport to fly and does not fly, shall receive a minimum credit for two (2) hours for flight time limitation and pay purposes. This Paragraph does not apply to training flights, or to a Flight Attendant completing her/his interrupted pairing, or to a Flight Attendant who flies a pairing scheduled within two (2) hours of the time called for such flying, or to a Flight Attendant covered under Paragraph 6-I. of this Section.

6-G. AMEND

6-G. ERRORS IN A LINE AWARD

If an error(s) in a line of flying causes a Lineholder to lose flight time credit and she/he cannot be reassigned to a pairing(s) which departs on the same day as the original pairing and arrives within six (6) hours of the arrival time of the original pairing, such Lineholder shall be fully paid and credited for the flight time credit loss. A Lineholder so reassigned shall be paid what she/he actually flew or the flight time credit lost, whichever is greater. Priority will be given to reassigned to pairing scheduled to terminate more than two hours (2:00) after the original scheduled arrival time of the original trip, shall receive Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the original time. Late Arrival Pay may not be reduced or offset

6-H. AMEND AND CLARIFY

6-H. TRIP DUPLICATION

When two (2) or more Flight Attendants are assigned to/<u>awarded</u> the same trip in the same position, <u>covering the same work position on a flight</u>, or a trip that should have <u>been awarded to another Flight Attendant</u>, the trip will be awarded by seniority option When a <u>A</u> Flight Attendant is removed from a trip due to a trip duplication or any other Company error, she/he will have the option of being released from assignment and having her/his line guarantee reduced or receive her/his line guarantee in <u>accordance with the provisions of Section 7.6-Q be treated in accordance with 6-G.</u>

<u>above</u>.. If the trip duplication is a result of Company error, and if the error is not corrected prior to the calendar day of the trip, the senior Flight Attendant involved in the duplication error shall have the first option of being released from assignment with no reduction in her/his line guarantee.

6-I.2. AMEND

6-I.2.

In the event an end-of-the-month conflict causes a Flight Attendant to lose pay and flight time credit, such Flight Attendant shall be guaranteed a minimum of seventyone (71) seventy-five (75:00) hours except for circumstances delineated in Section <u>7.E</u>.

6-L.1. AMEND

6-L.1.

Ninety-five (95) hours of credited flight time shall constitute the maximum for a Lineholder Flight Attendant in a month. One hundred (100) hours of credited flight time shall constitute the maximum for a Reserve Flight Attendant.

6-L.2.a. AMEND

6-L.2.a.

A <u>Lineholder</u> <u>Flight Attendant</u> may, at her/his option, elect to project (i.e. pick up open flying, trip trade, accept a reassignment) to one hundred (100) hours or over one hundred (100) hours for the month; and

6-L.2.b. AMEND AND CLARIFY

6-L.2.b.

At the time a Reserve Flight Attendant bids a Reserve line, she/he shall indicate whether she/he elects to be governed by one hundred and five (105) one hundred (100) hours or over one hundred and five (105) one hundred (100) hours for the month. Additionally, a Reserve Flight Attendant may opt anytime during the month.

6-N.1. AMEND

6-N.1.

Flight Attendants shall receive one-half (1/2) credit for pay purposes, including premium pay, <u>language incentive pay (LIP)</u>, <u>galley</u> and language pay when applicable, on an actual minute basis for all holding time, in excess of thirty (30) <u>ten</u> (10) minutes beyond scheduled ground time or block arrival time. Flight Attendants will be paid such holding pay in addition to all other compensation.

6-N.3.a. CLARIFY

<u>6-N.3.a</u>.

The maximum holding time for a Flight Attendant shall be limited to four (4) hours at any one point or a total of five (5) hours during any on-duty period.

6-N.3.b. CLARIFY

<u>6-N.3.b</u>.

A Flight Attendant may be required to remain with passengers beyond scheduled ground time only on board the aircraft.

6-N.3.c. CLARIFY

<u>6-N.3.c</u>.

A Flight Attendant shall be given a fifteen (15) minute rest period after each two (2) hours required to remain with passengers on board an aircraft.

6-N.3.d. CLARIFY

<u>6-N.3.d</u>.

At the end of four (4) hours the Flight Attendant shall be (1) relieved from holding with passengers, (2) reassigned, or (3) released from duty.

6-Q.1.b. AMEND

6-Q.1.b.

A Reserve shall be relieved of all duties for twelve (12) calendar days each bid month at her/his Domicile for twelve (12) calendar days in a thirty-day (30) bid month and for thirteen (13) calendar days in a thirty-one-day (31) bid month in accordance with the rules set forth in Section 8-I.

6-Q.1.c. CLARIFY

<u>6-Q.1.c</u>.

Days off reduced below minimum because of a month overlap assignment, shall be restored in accordance with Section 7-R.

<u>6-Q.2.a.</u> AMEND AND CLARIFY

<u>6-Q.2.a.</u>

If a Flight Attendant voluntarily reduces calendar days off below the monthly minimum by trading pairing(s) or picking up time, the days off which are voluntarily relinquished below the minimum will not be restored except through the trip trade process. Calendar days scheduled off <u>involuntarily</u> lost as a result of the operation shall be restored in accordance with Section 7-R.

6-Q.2.b. NEW 6-Q.2.b. TRIP TRADING BELOW MINIMUM DAYS OFF

6-Q.2.b.(1). NEW

<u>6-Q.2.b.(1).</u>

Flight Attendants not subject to month-to-month line adjustments who voluntary reduce calendar days off below minimum by trading or picking up, will have their minimum days off set at 0001 on the first day of the new bid month.

6-Q.2.b.(1).(a). NEW

<u>6-Q.2.b.(1).(a).</u>

Example 1: Flight Attendant A reduces days off to 7 by trading or picking up on the 24th, then restores to 9 days off by trading or picking up by the last day of old bid month. Minimum days off on day 1 of new month is 9.

6-Q.2.b.(1).(b). NEW

6-Q.2.b.(1).(b).

Example 2: Flight Attendant B reduces days off to 7 by trading or picking up on the 24th, then restores to 12 days off by trading or picking up by the last day of old bid month. Minimum days off on day 1 of new month is 10.

6-Q.2.b.(2). NEW

<u>6-Q.2.b.(2).</u>

Flight Attendants subject to month-to-month line adjustments per Section 7.E. who voluntary reduce calendar days off by trading or picking up, will have their days off set on the first day of the Self-Adjustment window. At the conclusion of their adjustment process, those Flight Attendants shall also become subject to the provisions in 6.Q.2.b.(1).

6-Q.2.b.(2).(a). NEW

6-Q.2.b.(2).(a).

Example 3: Flight Attendant C reduces awarded days off by 3 by trading or picking up on the 18th, then restores to days off to 1 below awarded number by trading or picking up by the last day before the Self-Adjustment window. The Company is entitled to disregard the 1-day reduction for the purpose of adjustments.

6-Q.2.b.(2).(b). NEW

6-Q.2.b.(2).(b).

Example 4: Flight Attendant D reduces awarded days off by 3 by trading or picking up on the 18th, then restores days off to awarded number by trading or picking up by the last day before the Self-Adjustment window. The Company may not bring Flight Attendant D below ten (10) days off for the purpose of adjustment.

6-R.2. AMEND

6-R.2.

Check-in times for <u>Home Base and Layover based on</u> aircraft types shall be as follows:

Fleet	Home Base Check-In	Layover Check-In
A319/A320, B737-700	1:00	0:45
B737-800/B737-900/ <u>B737-MAX</u>	1:00 1:05	<u> </u>

6-R.2.a. NEW

<u>6-R.2.a.</u>

Flight Attendants shall be provided with at least twenty-five minutes prior to passenger boarding for the purpose of conducting a preflight safety briefing with the International Purser/Purser, the stowing of their personal luggage and conducting a preflight safety check. The preflight safety briefing may be conducted on or off the aircraft, dependent on aircraft availability. In no event shall Flight Attendant boarding times provide for less than five (5) minutes for the stowing of luggage and ten minutes (0:10) to complete required preflight safety checks as provided for in Section 19.0., prior to passenger boarding.

6-R.5. CLARIFY

6-R.5. CHANGES IN HOME BASE <u>AND LAYOVER AT A FLIGHT ATTENDANT</u> <u>BASE</u> CHECK-IN TIMES

6-R.5.a. CLARIFY

6-R.5.a.

If the Company wants to change the scheduled home Base <u>or layover at a Flight</u> <u>Attendant Base</u> check-in time(s) for aircraft other than those listed in Paragraph 6-R.4., it shall meet with the Union to discuss any proposed changes and endeavor to come to a mutual understanding. Proposed changes may be applicable to an entire fleet or may be limited in application, e.g. to a Base, to a trip pairing, and/or for a limited duration. <u>Proposed changes shall be applicable to a Flight Attendants' home</u> <u>Base and at layover locations where there is a Flight Attendant Base.</u>

6-R.5.c. AMEND AND CLARIFY

6-R.5.c.

In the event that the Company increases scheduled home Base <u>or layover at a Flight</u> <u>Attendant Base</u> check-in time(s), it shall make increases in five minute (0:05) increments up to a maximum increase of fifteen minutes (0:15), which may be made in full or in part, as follows:

Fleet.	Home Base <u>and Layover</u> Check-in Maximum
B737-800/B737-900/ <u>B737-MAX</u>	1:15 - <u>1:20</u>
B747/A321/ B757/B767/B777/B78	37 1:30
Fleet.	Layover at a Flight Attendant Base Check-in Maximum
B737-800/B737-900/B737-MAX	<u> </u>
B747/B757/B767/B777/B787	<u> </u>

6-R.5.d. CLARIFY

6-R.6. <u>6.R.5.d.</u>

If the scheduled home Base <u>or layover at a Flight Attendant Base</u> check-in time for an aircraft is increased over the time listed in Paragraph 6-R.2. above, all Flight Attendants who check-in pursuant to the increased time shall receive \$5.00 pay for every five minute five-minute (0:05) increase over the time listed in Paragraph 6-R.2. This pay will not be offset by other pay factors

6-R.5.e. CLARIFY

6-R.7. <u>6.R.5.e.</u>

In the event the Company decreases scheduled check-in time(s) on any aircraft in the fleet, it shall do so in every five minute five-minute (0:05) increments.

6-R.5.f. CLARIFY

6-R.8. <u>6.R.5.f.</u>

When the Company plans to add a new aircraft type to the fleet, it shall meet with the Union to discuss and negotiate check-in times and whether the home Base <u>or</u> <u>layover at a Flight Attendant Base</u> check-in time will be subject to increase pursuant to Paragraphs Section 6-R.5., 6-R.6. and 6-R.7. above.

6-R.5.g. CLARIFY

<u>6-R.5.g.</u>

Upon request, the Senior Vice President of Inflight and the MEC President will meet to discuss operational issues warranting an extension of the report time, consistent with the provisions of Section 6.R.5., at a layover city that is not a Flight Attendant Base, which request the Union will not unreasonably deny.

6-R.9.a. CLARIFY

<u>6-R.9.a.</u>

Release from duty shall occur after a debrief time of fifteen minutes (0:15) after block-in of a flight at the end of a Flight Attendant's duty period. Release from duty for deadheading occurs at block-in.

6-R.9.b. CLARIFY

<u>6-R.9.b.</u>

Notwithstanding the provisions of Paragraph 6-R.9. above:

6-R.9.b.1. CLARIFY

6-R.10.a. 6-R.9.b.(1).

When a customs check is extended due to unusual circumstances, duty time will be extended accordingly; and/or

6-R.9.b.2. CLARIFY

6-R.10.b. 6-R.9.b.(2).

When a Flight Attendant is required to undergo random alcohol and/or drug testing, duty time and pay will be in accordance with Section 21.E. <u>Legal rest will be</u> adjusted accordingly if necessary.

6-S.1.a. AMEND AND CLARIFY

<u>6-S.1.a.</u>

A Flight Attendant shall not be scheduled to be on duty in excess of the following limitations.

For Duty		
Period Starting	Scheduled	Actual
0500-1859	13:00<u>1200</u>	<u> 15:00 14:00</u>
1900-0459 <u>*</u>	11:30_10:30	<u> 13:00_12:00</u>
High Value Trip**	. 14:00	16:00

The above duty time provisions are based on the Flight Attendant's home Domicile time.

6-S.1.b. AMEND

6-S.1.b. DUTY PERIOD STARTING 1900-0459 OR CONTAINING A RED-EYE FLIGHT

*Limited to no more than seven hours (7:00) flight time, ground time no greater than two hours and thirty minutes (2:30) one hour and thirty minutes (1:30) and no more than one flight-segment after a red-eye flight. A red-eye flight is one with any portion scheduled to operate from 0200 to 0400, local time.

6-S.1.c. AMEND AND CLARIFY

6-S.1.c. HIGH VALUE TRIP

**. Any duty period with a total flight time of nine hours or more shall be treated as a High Value Trip (HVT). A High Value Trip (HVT) shall be limited to a single duty period containing no more than three (3) flight segments with a total flight time of nine hours (9:00) or more. A High Value Trip (HVT) shall only be scheduled during the duty period starting from 0500 to 1859.

6-S.1.d. AMEND AND CLARIFY 6-S.1.d. RED-EYE FLIGHTS

A red-eye flight is one with any portion scheduled to operate from 0200 to 0400, local time. A duty period that contains a red-eye flight shall be limited to ground time no greater than one hour and thirty minutes (1:30) and no flight segment following the red-eye. Minimum legal rest before and after duty period with red-eye flight shall

be eighteen hours (18:00). A Flight Attendant shall not be scheduled to be on duty in excess of the following limitations for a duty period that contains a red-eye flight:

 Scheduled
 Actual

 10:30
 12:00

6.S.3. AMEND

<u>6-S.3.</u>

The Company shall schedule or reschedule no more than five (5) four (4) segments in any one (1) on-duty period.

6-S.4. AMEND

6-S.4.

When a Flight Attendant's scheduled pairing originates out of one airport and terminates at another airport serving her/his Domicile, the following times will be used as an extension of the duty period. Such The following surface transportation times shall be considered as scheduled deadhead time and full pay and flight time credit will be allowed.

DCA-BWI	1:10
DCA-IAD	1:10
IAD-BWI	1:45
EWR-LGA	1:30
EWR-JFK	1:45
LGA-JFK	1:00
ORD-MDW	2:00
SFO-OAK	1:00
LAX-BUR	1:15
LAX-SNA	2:00
BUR-SNA	2:15

6-T.1. AMEND

6-T.1.

The maximum International Duty Day time shall be as established in the chart below.

Flight Time	Max Scheduled	Max Actual
including DH	On Duty	On Duty
Multi/Non-Stop up to 8:00	14:00 12:00	16:00 14:00
Multi/Non-Stop 8:01 to 12:00.	14:00	16:30 16:00
Non-stop 12:01	Check in + Flight Time.	Check in + Flight Time +
<u>to 16:00</u>	+ Customs + Debrief.	Customs + Debrief + 3:00
Non-stop 16:01	Check in + Flight Time.	Check in + Flight Time +
or over	+ Customs + Debrief.	Customs + Debrief + 2:00

6-T.4. NEW

<u>6-T.4.</u>

The Company shall schedule or reschedule no more than four (4) segments in any one (1) on-duty period.

6-U.5. CLARIFY

<u>6-U.5.</u>

Upon returning from a pairing of more than five (5) days, a Reserve Flight Attendant shall be guaranteed twenty-four (24) hours regardless of the amount of flight time in the last duty period, unless Paragraph V.2. or W.2. below, as applicable, provides for greater.

6-V.1. AMEND

<u>6-V.1.a.</u>

Home Domicile Minimum Legal Rest – A planned legal rest must consist of at least twelve (12) hours free from duty at the Home Domicile <u>unless more legal rest is provided below.</u>

6.V.1.b. NEW 6.V.1.b. Legal rest at the Home Domicile shall not be shorter than the length of the preceding duty period.

<u>6.V.1.c. NEW</u> 6.V.1.c.

Minimum legal rest before and after duty period with red-eye flight shall be eighteen hours (18:00).

6.V.1.d. NEW

<u>6.V.1.d.</u>

Minimum legal rest before and after a High Value Trip (HVT) shall be eighteen hours (18:00).

6.V.1.e. NEW

<u>6.V.1.e.</u>

Upon returning from a Pairing of more than five (5) days, a Reserve Flight Attendant shall be guaranteed twenty-four (24) hours regardless of the amount of flight time in the last duty period.

6.V.1.f. NEW

<u>6.V.1.f.</u>

Open Positions with check-in times between 0001 and 0459, inclusive, for the following day that become open after Reserve Preferencing, will only be assigned to Ready Reserves with a minimum of eighteen hours (18:00) legal rest on an actual basis prior to report and in accordance with Section 8.K.1.

6-V.3.a. AMENDED

6-V.3.a.

Ten (10) Eleven (11) hours free from duty at any point away from home where lodging is provided within approximately fifteen (15) minutes time (or time agreed upon by the MEC Hotel Chairperson) from the airport provided prompt transportation is available, or

6-V.3.b. AMENDED

6-V.3.b.

Eleven (11) <u>Twelve (12)</u> hours free from duty at any point away from home where lodging is provided more than approximately fifteen (15) minutes time from the airport, or

6.V.3.c. AMEND AND CLARIFY

6.V.3.c.

A Flight Attendant will be provided eight (8) hours Place of Lodging minimum rest at the layover hotel. More legal rest is provided below.

6.V.3.d. AMEND AND CLARIFY

6.V.3.d.

The above off-duty periods may be reduced by one hour under this Paragraph when such off-duty period extends to or beyond 0200 Standard Time on the designated day when the change is made from Standard Time to Daylight Time, unless such

reduction would result in a legal rest below the established FAA minimum. Minimum legal rest before and after duty period with red-eye flight shall be eighteen hours (18:00).

6.V.3.e. NEW

<u>6.V.3.e.</u>

Legal rest on layover shall not be shorter than the length of the preceding duty period.

6-V.3.c. AMEND AND CLARIFY

<u>6-V.3.f.</u>

A Flight Attendant will be provided eight (8) hours Place of Lodging minimum rest at the layover hotel shall not be shorter than the respective minimum legal rest in the paragraphs above by more than two (2) hours.

6-V.3.d. CLARIFY

<u>6-V.3.g.</u>

The above off-duty periods in paragraphs a. and b. may be reduced by one hour under this Paragraph when such off-duty period extends to or beyond 0200 Standard Time on the designated day when the change is made from Standard Time to Daylight Time, unless such reduction would result in a legal rest below the established FAA minimum.

6-W.1.a. AMEND 6.W.1.a.

Flight/DH Time	Rest (Free From Duty)
≤ 8	12:00/10:00 <u>14:00/12:00</u> Place Of Lodging (POL)
8:01 – 10:30	14:00/12:00 POL 15:00/13:00 POL
10:31 – 14:00	18:00/15:00 POL 20:00/17:00 POL
14:01 – 16:30	<u>16:00</u> 22:00/19:00 POL <u>24:00/21:00 POL</u>
16:31 – 18:30	26:00/23:00 POL
Japan	19:00/17:00 POL

Notwithstanding the terms of Section 5.B.6. (Expenses, Transportation and Lodging) in order to ensure compliance with the Place of Lodging provisions above while maintaining operational integrity, when flights are operationally delayed Crew Scheduling may relocate crews from downtown/downtown-like hotels to hotels closer

to the airport.

6.W.1.b. NEW <u>6.W.1.b.</u> <u>Flight time/DH time > 16:00</u> <u>For every hour, or portion thereof, over 16:00, Free from Duty minimum legal rest</u> <u>and Place of Lodging minimum legal rest shall increase in 2-hour increment from</u> 24:00/21:00.

Example: Flight/DH time: 17:15. Minimum Legal Rest: 28:00/25:00 POL

6.W.2.a. AMEND 6.W.2.a.

Flight/DH Time In Last Duty Period	Rest (Free from Duty)	Trip Trade/Pick up Waiver
≤ 8:00	12:00	10:00
8:01-10:00	14:00	10:00
10:01 -14:00	18:00	12:00
14:01 - 16:30 <u>16:00</u>	24:00	12:00
16:31-18:30	30:00	16:00

6.W.2.b. NEW

<u>6.W.2.b.</u>

Flight time/DH time > 18:00

For every hour, or portion thereof, over 18:00, Free from Duty rest shall increase in 2hour increment from 30:00. Trip trade/pick up waiver rest shall be 16:00.

6.W.2.c. NEW

<u>6.W.2.c.</u>

Positions with check-in times between 0001 and 0459, inclusive, for the following day that become open after Reserve Preferencing, will only be assigned to Ready Reserves with a minimum of eighteen hours (18:00) legal rest on an actual basis prior to report and in accordance with Section 8.K.1.

6.W.5. NEW

<u>6.W.5.</u>

Based on the city of departure at the beginning of the duty period, the city of arrival at the conclusion of the duty period, and using Coordinated Universal Time (UTC), every four (4) time zones, or portion thereof, crossed shall increase free-from-duty and POL, when applicable, minimum legal rest as provided in 6.W.1. and 6.W.2. above, by one (1) hour.

Example:

<u>A flight that would require a 24-hour minimum legal rest based on flight/DH time that crosses 13 time zones, would then require a 28-hour minimum legal rest.</u>

6-Y.5. NEW 6-Y.5. Notwithstanding Paragraph 1. above, whenever duty time maximums are exceeded on an actual basis, Flight Attendants shall receive pay in accordance with Paragraph 2. above.

6-Z.1. AMEND

6-Z.1.

If on a regular basis on a layover on a domestic pairing, prompt transportation is not available as provided in Paragraph 6-V.3.a. above, and after attempting to solve the problem, the Company is unable to provide regular prompt transportation, the Company shall reschedule the layover to eleven (11) twelve (12) hours.

6-Z.2. AMEND

6-Z.2.

When a Flight Attendant is scheduled out of into one airport for a layover and into out of another airport, serving her/his Home Domicile, time spent by the Flight Attendant transferring between such airports shall not be considered as rest time a surface transportation segment shall be added between the two airports shall be added to the outbound duty period. Such shall be considered as scheduled deadhead time and full pay and flight time credit will be allowed.

6-Z.3.c. CLARIFY

<u>6-Z.3.c.</u>

If the Company contacts Flight Attendants during the first eight (8) hours of the rest period, the Company shall give them eight (8) hours of rest without contact commencing from the point at which the improper contact was made.

6-Z.5. CLARIFY

<u>6-Z.5.</u>

Upon release to crew rest, Scheduling will only contact a Reserve during the last hour of the crew rest period at home Base. If the Company contacts Flight Attendants before the last hour of the rest period, the Company shall restart the rest period from the point at which the improper contact was made.

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SECTION 7

SCHEDULING

7-A.1. AMEND AND CLARIFY

7-A.1.

Except as provided in Paragraph G.1. below, all flying known before the completion of the line construction process shall be assigned to each Base, shall be shown in lines of flying and posted for bid. The Company shall not be required to make up lines of flying equal to less than seventy-one (71) seventy-five (75) hours.

7-A.5. AMEND

7-A.5.

Notwithstanding Paragraph 4. above, the Company may have Domestic and International lines of flying constructed so that the average of all lines at each Base is not more than ninety (90) hours credited flight time per month for up to three (3) months per calendar year. The ninety-five (95) hour flight time maximum limitation shall not apply to line construction. Priority will be given to scheduling pure lines of flying.

7-A.7. AMEND

7-A.7.

These lines will indicate a planned pattern of pairings, days off, estimated number of relief lines, the projected actual and credited flight time of each line, weekends and holidays specially outlined, type of equipment and number of Flight Attendant positions. The reserve lines will indicate the days off, the number of positions available per line, and will have weekends and holidays specially outlined.

7-A.8.a. AMEND AND CLARIFY

7<u>-A.8.a.</u>

A variable staffing position is one (1) additional position on the aircraft above the minimum aircraft bid positions delineated in Section 7.A.10. below.

7-A.8.b. AMEND AND CLARIFY

7-A.8.b.

A flight shall be deemed to have met variable staffing when bookings, revenue and positive space, reach eighty percent (80%), rounded up, of the total capacity of the economy cabin(s) on a widebody aircraft. The Company may choose to establish and publish lower thresholds.

7-A.8.c. AMEND AND CLARIFY 7-A.8.c.

Starting no later than fifteen days prior to departure, positions for every flight that has met the variable staffing criteria in Paragraph b. above, shall be built into pairings and placed into Open Time.

7-A.8.d. NEW

<u>7-A.8.d.</u>

Notwithstanding Paragraph b. above, whenever a specific flight meets the variable staffing criteria for at least fifty percent (50%) of its frequency for the bid month, the variable staffing positions shall be built into pairings for all flights that have not yet departed and placed into Open Time.

7-A.9.a. AMEND AND CLARIFY

7-A.9.a.

Charters, extra sections and scenic flights assigned to a Base will be available for use in line construction or placed in open time, unless a particular Flight Attendant(s) has been requested by the charter organization in accordance with Paragraph A.9.a.(1).(a). below.

7-A.9.a.(1).(a). NEW <u>7-A.9.a.(1).(a).</u> <u>The chartering company or person(s) must request specific Flight Attendants by</u> name in writing and they shall be used on the charter subject to their approval.

7-A.9.a.(1).(b). NEW

<u>7-A.9.a.(1).(b).</u>

Should the Company deem it necessary to have a language qualified Flight Attendant on a charter, the Company shall have the ability to assign one (1) position on the pairing to a Flight Attendant so qualified.

7-A.9.a.(1).(c). CLARIFY

7-A.9.a.(1).(c).

Flight Attendants shall be removed from flight schedules conflicting with charter assignments and shall be paid for the original scheduled flight hours missed or the actual hours, whichever is greater.

7-A.9.a.(1).(d). CLARIFY <u>7-A.9.a.(1).(d).</u> <u>The Charter Coordinator position shall comply with the Company Business provisions</u> <u>of the Agreement and shall not assume a working position on the flight(s).</u>

7-A.9.a.(1).(e). CLARIFY <u>7-A.9.a.(1).(e).</u> <u>All contractual provisions of the Agreement shall apply to charter flights unless</u> <u>specifically delineated otherwise.</u>

7-A.9.b. CLARIFY

7-A.9.b.

Charter pairings may be constructed with a report time up to forty-five minutes (0:45) earlier than the normal check-in time for that aircraft type. In the event that the Company increases scheduled check-in time(s), it shall make increases in five minue minute (0:05) increments up to a maximum increase of forty-five minutes (0:45) and Flight Attendants shall be paid for the increased time in accordance with Section 6.7-R.6.

7-A.9.c. DELETE

7-A.9.c.

Special Purpose Flights. The Company may assign specific Flight Attendant(s) to a limited number of flights not to exceed ten (10) per year when it determines that the circumstances call for a particular crew, e.g. inaugural flights or those with a high profile or significant publicity opportunity.

7-A.10. AMEND

7-A.10.

The minimum number of Flight Attendant bid positions on each aircraft, including those placed in open time per Paragraph 7-G.1. below, will be as follows:

Aircraft	Minimum FA Aircraft Bid Positions
B-747	
B767-300	5
B767-400	6
<u> </u>	<u>1</u>
<u> </u>	5
<u> </u>	3
B737-800/900	
<u> </u>	
—— ———————————————————————————————————	
<u>— A320</u>	3
A319	3

The Company and the Union will meet and confer regarding the minimum bid positions for aircraft not listed above. Unless otherwise agreed to by the parties, the minimum bid positions established for the aircraft not listed above shall be the FAA minimum staffing requirement for the aircraft.

7-A.10.a. NEW <u>7-A.10.a.</u> <u>Domestic:</u>

One (1) position for every fifty (50) passenger seats including the Purser position, rounded up, plus one (1) position per galley on the aircraft.

7-A.10.b. NEW
<u>7-A.10.b.</u>
<u>International:</u>
<u>One (1) position for every forty (40) passenger seats, rounded up, plus one (1) position per galley on the aircraft, plus one (1) International Purser position.</u>

7-A.14. NEW

<u>7-A.14.</u>

The base crew complement for each aircraft shall be no less than the FAA Minimum for that aircraft. These base crew complement shall be used for bidding and included in work position matrices in the bid packets. At a minimum, the Purser/International Purser position and all galley positions shall be included in the base crew complement.

7-A.15.a. NEW

<u>7-A.15.a.</u>

A minimum of ten percent (10%) of all reserve lines in each base or language, rounded up, shall have four (4) full weekend days off. A full weekend for the purpose of this paragraph shall be defined as the period containing a consecutive Friday, Saturday and Sunday or a period containing a consecutive Saturday and Sunday and Monday.

7-A.15.b. NEW

<u>7-A.15.b.</u>

In addition to Paragraph a. above, a minimum of twenty percent (20%) of all reserve lines in each base, or language, rounded up, shall have four (4) partial weekend days off. A partial weekend for the purpose of this paragraph shall be defined as either Saturday or Sunday. A period that contains both a consecutive Saturday and Sunday shall be considered one (1) partial weekend.

7-A.15.c. NEW

<u>7-A.15.c.</u>

Reserve lines shall be built to provide reserve availability days on every day of the bid month in each base, or language.

7-A.15.d. NEW <u>7-A.15.d.</u> <u>The number of positions shall be equally divided among the reserve lines available</u> for bid to the extent most closely mathematically possible.

7-A.16. NEW

<u>7-A.16.</u>

The maximum number of domestic one-day pairings shall not exceed twenty-five percent (25%) of the domestic pairings assigned to a domicile for line construction including pairings placed into Open time pursuant to Section 7.G.1.

7-A.17. NEW

<u>7-A.17.</u>

The maximum number of domestic four-day or more pairings shall not exceed twenty-five percent (25%) of the domestic pairings assigned to a domicile for line construction including pairings placed into Open time pursuant to Section 7.G.1.

7-A.18. NEW

<u>7-A.18.</u>

The combined number of domestic two-day pairings and three-day pairings shall not be less than sixty percent (60%) the domestic pairings assigned to a domicile for line construction including pairings placed into Open time pursuant to Section 7.G.1.

7-A.19. NEW

<u>7-A.19.</u>

For the purpose of line construction, red-eye flying shall be segregated into separate lines of flying.

7-B.1. AMEND

7-B.1.

The primary bid period shall open at 0800 home Domicile time on the 12th 10th calendar day of the month preceding the bid month. The primary bid period shall close at 0800 home Domicile time on the 17th 16th calendar day of the month preceding the bid month.

7-B.2. AMEND

7**-**B.2.

Bid packets shall be available electronically no later than the opening of the primary bid period of each month. Bid packets will reflect positions/assignments. Paper copies will be available in the Base not later than 1500 local time on the 14th 12th calendar day of the month. Delay in the arrival of paper bid packets will not constitute a reason to delay the bid closing.

7-B.3.a. AMEND AND CLARIFY

<u>7-B.3.a.</u>

The bid packet shall indicate duty time, ground time, layover time, layover location, including name and telephone number of the hotel used for legal rest, and name and telephone number of the transportation company, as well as locations where crew lounge facilities are not available, total time away from home, total expenses, pairing number, flight time for each flight, deadhead, total accumulative flight time, total actual

and credit time for each pairing, effective days, type of equipment, departure and arrival time of each flight.

7-B.3.b. CLARIFY AND AMEND

<u>7-B.3.b.</u>

For Domiciles with active population of five hundred (500) or more Flight Attendants, bid packets shall be provided in separate components electronically and in paper. The separate components shall be as follows: cover letter, domestic flying, reserve lines, international flying including International Purser lines and International Purser reserve lines, language qualified flying including language qualified reserve lines.

7-B.5. DELETE

7-B.5. OPERATIONAL SUB-BASES

The Company will establish operational sub-Bases at locations where Flight Service Leaders (FSL) and/or Language Qualified (LQ) Flight Attendants are based.

7-B.5.a. DELETE

7-B.5.a.

In Bases where there is flying requiring FSLs, the Company will establish a sub-Base for Flight Attendants with FSL qualifications. Each month prior to the monthly schedule bid, Flight Attendants can opt out of the FSL Program for the month as provided in Section 9.7-D.3.f. The FSL sub-Base shall have both Lineholders and Reserves.

7-B.5.b. DELETE

7-B.5.b.

The LQ sub-Base (LQB) shall be established each month following the monthly schedule bid among those LQs who have been awarded Lineholder and Reserve language lines of flying. Each Lineholder and Reserve shall be designated with the primary language of the line she/he has been awarded/assigned.

7-B.6.b. AMEND AND CLARIFY

7-B.6.b. FLIGHT SERVICE LEADER POSITIONS INTERNATIONAL PURSER POSITIONS

A Flight Attendant who successfully completes Flight Service Leader (FSL) International Purser qualification training and periodic recurrent training will-may be awarded an FSL International Purser position in the bid award process in seniority order, unless she/he has been awarded an opt out for that month in accordance with Paragraphs (1). and (2). below.

7-B.6.b.(1). NEW

<u>7-B.6.b.(1).</u>

Flight Attendants designated as International Purser Qualified may bid on any Flight Attendant position and all positions will be filled in seniority order, except that only

those International Purser qualified will be eligible to be awarded an International Purser position.

7-B.6.b.(2). NEW

<u>7-B.6.b.(2).</u>

Following the award process, if designated International Purser lines of flying remain open, International Purser Qualified Flight Attendants shall be assigned in inverse order of seniority to these International Purser lines.

7-B.12. CLARIFY

7-B.12.

To be eligible to bid <u>be awarded</u> a line, a Flight Attendant must be qualified and current <u>prior to the bid closing deadline</u>. She/he must be available for no less than fifteen (15) consecutive days of the bid period, notwithstanding this shall not preclude a Flight Attendant from bidding and being awarded a paper bid to determine the value of a line of flying for pay purposes.

7-B.13. CLARIFY

7-B.13.

Two (2) active Flight Attendants who are assigned to the same Base and want to fly a line of time together may "buddy" bid. Flight Attendants who wish to bid to fly together must both indicate this on their bid screens and must submit identical bids. The bids of both Flight Attendants will be honored according to the seniority of the junior Flight Attendant. Flight attendants <u>Attendants</u> who are buddy bidding will be allowed to position bid.

7-B.14. AMEND

7-B.14.

Under extraordinary circumstances, all lines may shall be rebid for the balance of the bid period with concurrence of the Local Executive Council President, which shall not be unreasonably withheld, or at their request. If there is insufficient time to rebid the lines, If the rebid process cannot be initiated by the 18th of the month and fully completed including Relief Bidding by the 22nd of the month, Flight Attendants will fly replacement pairings within the affected line in accordance with Section 6-G.

7-C. CLARIFY

7-C. OPEN FLYING ALLOCATION

Trip pairings will be designated for open time and will not be included in the primary line construction and the number of such pairings after the adjustment process must equal the hours specified in Paragraph 7-G.1. below. These pairings are subject to concurrence between the Company and Local Schedule Committee.

7-E.4. CLARIFY 7-E.4.

If a Flight Attendant does not resolve the month to month conflict and her/his original new month line projection is reduced by <u>more than</u> three hours (3:00) or more, she/he will be subject to adjustment.

7-E.5. AMEND

7-E.5.

A Flight Attendant who is subject to adjustment shall have the option of utilizing the self-adjustment window, participating in the SMART automated adjustment process, or declining adjustment at any time before the start of the SMART adjustment window. A Flight Attendant who declines adjustment or declines adjustment after only partially self-adjusting, will have their guarantee reduced accordingly.

7-E.7.e. CLARIFY

<u>7-E.7.e.</u>

The Flight Attendant shall have the option to use the solutions provided on the adjustment screen, pairings in Open Time not included in the solutions or a combination thereof.

7-E.8. AMEND AND CLARIFY

7-E.8.

If a Flight Attendant is unable to adjust her/himself or if she/he fails to do so, regardless of the reason(s) for such inability or failure does not decline adjustment, the Company <u>SMART adjustment program</u> will adjust her/him using the above parameters in the same priority order.

7-E.8.b. AMEND AND CLARIFY

7-E.8.b.

A Flight Attendant may require that the Company not use RA days when adjusting her/his schedule or not use RA days on days not originally scheduled to fly by leaving a standing preference and will also have these options available at any time before the start of the SMART adjustment window. If a Flight Attendant elects this option any of these options and is not adjusted, or notfully adjusted, then her/his guarantee will be reduced accordingly.

7-E.8.c. CLARIFY

7-E.8.c.

A Flight Attendant on an "RA" day will be considered a Reserve and may participate in Reserve Preferencing or, at her/his option, contact Crew Scheduling <u>at any time</u> to be assigned to a trip in Open Time prior to Reserve Preferencing.

7-E.8.d. DELETE 7-E.8.d.

Flight Attendants who may be awarded incompatible schedules from one month to the next will be allowed to submit adjustment requests before the published bid closing date and time.

7-E.8.e. AMEND

7-E.8.e.

Job shares and Partners bidding incompatibly will be adjusted up to a minimum of forty (40) thirty-five (35) hours, plus or minus two (2) hours. Half-month leaves will be adjusted to a minimum of thirty-five (35) hours. Job share, Partner and half month leave lines will be adjusted down if they exceed fifty-five (55) hours.

7-E.9. AMEND AND CLARIFY

7-E.9.

If a Flight Attendant subject to adjustment pursuant to this Paragraph <u>and who has</u> <u>not declined adjustment</u>, conducts a mutual trade(s) which does not resolve the month to month conflict and she/he does not resolve the conflict through the selfadjustment process, the Company <u>SMART adjustment program</u> will adjust her/him using the parameters of Paragraph E.7. above <u>in the same priority order</u>, subject to the following:

7-E.10. NEW

<u>7-E.10.</u>

A Flight Attendant shall have the option to leave standing preferences to decline adjustment, decline adjustment on days not originally scheduled to fly and/or decline adjustment that overlap into the following bid month. The Flight Attendant shall also have these options available at any time before the start of the SMART adjustment window. If a Flight Attendant elects any of these options and is not adjusted, or not fully adjusted, then her/his guarantee will be reduced accordingly.

7.E.11. NEW

<u>7.E.11.</u>

As soon as a Flight Attendant elects to decline adjustment, their line shall no longer be restricted from trip trading.

7-F.1. AMEND

7-F.1.

Flight Attendants who are awarded/assigned language lines of flying shall have the language of their line designated as their "primary" language for that month. and shall be staffed in the LQ sub-Base (LQB).

7-F.2. AMEND AND CLARIFY

<u>7-F.2.a.</u>

For purposes of drafting and assignment of Reserves, the Company may first assign LQ Flight Attendants having the required language qualification filling a language

qualified line for the required language and/or on a language qualified pairing for the required language.

7-F.2.b. AMEND

<u>7-F.2.b.</u>

For the purpose of assignment of Reserves, the Company shall assign language qualified pairings to Flight Attendants filling a reserve line in that required language.

7-G. CLARIFY

7-G. OPEN FLYING TIME

7-G.1. CLARIFY

7-G.1.

All unassigned time, including load/variable staffing, except as defined in Paragraph 7-A.8. of this Section, will be available in each Base. The flying available at the start of the open time trading process must include trip pairings equivalent to approximately three (3) hours per primary line of flying at each Base. <u>These pairings are subject to concurrence between the Company and Local Schedule</u> <u>Committee.</u> All trips that are placed in open time and changes to open time will be made available as soon as possible. <u>Time which has not been assigned to a Lineholder per Paragraph 7-Q. or to a Reserve shall be promptly placed into open time as it becomes available.</u>

7-G.2.b. CLARIFY

7-G.2.b.

International pairings may be moved two (2) calendar days, home Domicile time, prior to the date of departure.

The Company shall maintain records of the movement of pairings between Domiciles and shall provide the information to the MEC President on a monthly basis.

7-G.3. AMEND

7-G.3.

All pairings removed from open time by a Lineholder and placed in the Lineholder's schedule will become part of her/his bid line for the month unless the Flight Attendant contacts Scheduling within one hour (1:00) of the transaction transaction(s) to withdraw it.

7-G.4. DELETE

7-G.4.

The Company may place reserve days in open time. These days will be referred to as "RO" days. RO days may be picked up by Lineholders provided they are legal and available to fly on the day(s) picked up. A pairing assignment on an RO day(s) is

limited to the RO day(s). An RO day where no assignment occurs does not constitute a calendar day free from duty. A Flight Attendant who picks up an RO day shall be paid and credited for the value of a reserve day or the value of the assigned trip if it is greater.

7-H.1. AMEND

7-H.1.

Open time trading shall be in first come, first served order and begin in staggered windows on the 23rd 21st calendar day of the month preceding the bid month. The Company may designate windows of no less than two hours (2:00) for each Base to facilitate the trading process and the times shall be published in the bid packet. The flying available at the start of the open time trading process must include trip pairings equivalent to approximately three (3) hours per primary line of flying. Immediately after the last initial Base windows have been opened and closed, all trading windows must be open for not fewer than three (3) twenty-four hour (24:00) periods shall reopen.

7-H.2. AMEND

7-H.2.

One seniority based trade run with open time will occur on the 27th <u>22nd</u> calendar day of the month preceding the bid month beginning at <u>1500</u> <u>0800</u> local time following closing of the open time trading window. Real time trip trading <u>will close for the period</u> of time necessary to allow the seniority based system to process <u>shall reopen at</u> <u>1200 local time</u>. After the seniority trades are awarded, the seniority trip trade window shall close and open time trading shall resume in accordance with Paragraph <u>1. above</u>, and shall remain open for the duration of the bid month.

7-I.2. AMEND AND CLARIFY

<u>7-I.2.a.</u>

Job share/half-month leave and Partnership Flight Attendants, including Reserves who pick up pairings on days off, may not exceed fifty-five hours (55:00) sixty-five hours (65:00) pay and credit for the month excluding vacation pay and credit.

7.I.2.b. AMEND AND CLARIFY

<u>7.I.2.b.</u>

Reserve Flight Attendants in a Job Share, Partnership or on a half-month leave, shall be able to pick up pairings on days off with total credit value that do not exceed the difference between sixty-five hours (65:00) and their reserve guarantee determined by their number of availability days.

Example: Reserves who have nine (9) days of availability remaining after splitting their lines, will be allowed to pick up pairings with a total credit value of twenty hours (20:00)

Reserve Guarantee: 9 days x 5 hours = 45 hours

<u>Maximum credit excluding vacation: 65 hours</u> <u>Maximum total credit value for pairings on days off: 65 hours - 45 hours = 20 hours</u>

7-I.4. DELETE

7-1.4.

Trades involving two (2) trips which both have scheduled departures less than one (1) calendar day after the trade must be done by exception, and are subject to operational needs.

7-I.3. AMEND AND CLARIFY

7-1.5. <u>7-1.3.</u>

A trade between two Flight Attendants must be made in the computer up to four hours (4:00) prior to check in of the earliest trip involved in the trade. If the operation permits as determined by Scheduling, open time trades may be considered inside twelve hours (12:00) prior to check-in of the trip being picked up.

A trade between two Flight Attendants must be made in the computer up to four hours (4:00) two hours (2:00) prior to check in of the earliest trip involved in the trade. If the operation permits as determined by Scheduling, open time trades may be considered inside twelve hours (12:00) prior to check-in of the trip being picked up. If it is less than two hours (2:00) prior to check-in, two (2) Flight Attendants may complete a Flight Attendant to Flight Attendant trade before check-in if both Flight Attendants are physically present at the Base location and provided that the trade is confirmed with scheduling.

7-I.4. AMEND AND CLARIFY

7-1.7. <u>7-1.4.</u>

A trade between two (2) Flight Attendants on the same trip may be requested at processed via computer up to check-in, even if it involves the Purser position ("A" position), the International Purser position, a galley position(s) or a language qualified position(s).

7-I.5. AMEND AND CLARIFY

7-1.3. <u>7-1.5.</u>

Except as provided below in this Paragraph in this Section, requests for trades with Open Time must be made through the computer at least one (1) calendar day twenty-four hours (24:00) home Domicile time, before the scheduled departure time of the first trip, except that if the trip being dropped occurs after the trip being picked up, the request must trade can be made at least twelve hours (12:00) two hours (2:00) prior to check-in of the trip being picked up.

7-I.6. AMEND

7-I.6.

Flight attendants may straight pick up (i.e. no trading) open time by computer up to three hours (3:00) one hour (1:00) before check-in.

7-I.7.a. AMEND AND CLARIFY

7-1.8.a. <u>7-1.7.a.</u>

A trade between two (2) Flight Attendants in the same Base may be for an entire pairing or for a portion(<u>s</u>) of a pairing provided that the offered time begins and ends at the Base. The Company will provide a Crew Communications System ("CCS") bulletin board for the advertising of Flight Attendant pairings or portions of pairings for trade/pick up within the Base. <u>Reserve Flight Attendants shall not be restricted from trading out a portion(s) of assigned pairings</u>. The Flight Attendant is required to fly her/his original pairing if no other Flight Attendant picks up that flying within four hours (4:00) prior to check-in. By exception, if it is less than four hours (4:00) prior to check-in, two (2) Flight Attendants may complete a Flight Attendant to Flight Attendant trade before check-in if both Flight Attendants are physically present at the Base location provided the trade is confirmed with scheduling no later than two hours (2:00) prior to scheduled departure.

7.I.7.b. CLARIFY

<u>7-I.7.b.</u>

Flight Attendants will have unlimited trip trades with, and pick ups from, open time in their Base, and unlimited trip trades with, and pick ups from, other Flight Attendants in their Base.

7-I.9. DELETE

7-1.9.

Only two (2) Flight Attendants may participate in a trip trade. Three (3) way trades are not permitted. One (1) Flight Attendant may drop one (1) or more pairings to another Flight Attendant without picking up any pairing in return.

7-I.8. CLARIFY

7-I.10. <u>7-I.8.</u>

Complete line trades are permitted including line trades between Lineholders and Reserves. Line trades will be permitted even if vacation is involved with either line. Line trade requests must be submitted one (1) calendar day home Domicile time before the first day of the new bid month.

7.I.8.a. CLARIFY

<u>Complete line trades shall not be permitted when either Flight Attendant has</u> performed a trip trade for a trip originating in the bid month involving the line trade, or <u>a reserve trade</u>.

7.I.8.a.(1). NEW 7.I.8.a.(1).

Notwithstanding paragraph a. above, a Flight Attendant shall be permitted to trade their complete line if the performed trip trade was to resolve an end-of-the month conflict.

7.I.8.c. CLARIFY

7.I.8.c.

Flight Attendants who traded into reserve lines with more than the minimum number of days off, shall have the ability to restore days of availability pursuant to Section 8.1.1.1.

7.I.8.d. NEW

<u>7.I.8.d.</u>

Flight Attendants awarded reserve lines with more than the minimum number of days off and who had days of availability restored pursuant to Section 8.I.1.I. shall not be restricted from trading their complete line.

7.I.8.e. NEW

<u>7.I.8.e.</u>

Flight Attendants subject to adjustment per Section 7.E. shall be deemed to have voluntarily declined adjustment if they trade their complete line before the completion of the adjustment, and their guarantee will be reduced accordingly.

7.I.8.f. NEW

<u>7.I.8.f.</u>

Flight Attendants whose complete line trade creates a month-to-month incompatibility shall be deemed to have voluntarily declined adjustment and their guarantee will be reduced accordingly.

7.I.8.g.(1). CLARIFY

7.l.8.g.(1).

When a Lineholder with a vacation does a complete line trade, the vacation shall be applied to the line acquired and pairings conflicting with the vacation will be dropped. The other Flight Attendant will acquire a line without the pairings that had conflicted with the vacation and were dropped.

Example:

Flight Attendant A is a Lineholder with a vacation from the 5th to the 11th. The Flight Attendant was awarded a line with a credited value of eighty hours (80:00). One pairing worth fifteen hours (15:00) conflicted with vacation and was dropped. Flight Attendant B is a Lineholder without a vacation, awarded a line with a credited value of seventy-nine hours (79:00). The line has two pairings worth a total of twenty hours (20:00) that touch or fall within the period of 5th to the 11th. After the complete line trade:

Flight Attendant A has line with a credited value of fifty-nine hours (59:00) when the vacation drops the new conflicting pairings.

<u>79:00 - 20:00 = 59:00</u>

Flight Attendant B has a line with a credited value of sixty-five hours (65:00) because a pairing worth 15:00 was dropped from Flight Attendant's A line because of the conflicted vacation.

7.I.8.g.(2). AMEND AND CLARIFY

<u>7.l.8.g.(2).</u>

When a Flight Attendant, with a vacation, trades into a complete reserve line, the vacation shall be applied to the line as shown in the bid packet, or the line with days of availability restored if the other Flight Attendant availed themselves of Section 8.1.1.1.

7-I.9. CLARIFY 7-I.8. <u>7-I.9.</u> PARTIAL TRIP TRADES

7-1.9.a.(1). CLARIFY

7-1.8.b. 7-1.9.a.(1).

The value of the pairing for the Flight Attendant trading out shall be reduced by the scheduled flight time of the segments traded. The replacement Flight Attendant's line of flying shall be credited with the greater of the scheduled or actual flight time for the segments. A partial trade transaction, in and of itself, shall not generate a rig or hotel room for either Flight Attendant. If a portion of the trip is subsequently assigned to a Reserve, the Reserve will receive rigs and hotel rooms attributable to the trip.

7-I.9.a.(2). CLARIFY

<u>7-I.9.a.(2).</u>

If a partial trade transaction, including a partial drop, results in a partial pairing in Open Time, it shall not, in and of itself, generate a rig or hotel room. Such pairing shall contain a partial pairing indicator and reflect the correct credit value for the pairing in the Open Time display.

7-I.9.a.(3). CLARIFY

7-1.9.a.(3).

If a portion of the trip is subsequently assigned to a Reserve, the Reserve will receive rigs and hotel rooms attributable to the trip.

7-I.9.b. CLARIFY

7-1.8.c. <u>7-1.9.b.</u>

A Flight Attendant shall be permitted to trade into open time a portion of a pairing that is <u>credited at less than five hours (5:00)</u> the minimum duty Rigs delineated in Section 6.A. and B. for any one duty period and the pairing shall be treated as follows:

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 108 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-I.9.b.(1). CLARIFY

7-I.8.c.(1). 7-I.9.b.(1).

If a Lineholder picks up the pairing she/he shall not be entitled to the minimum duty Rigs set forth in Section 6. Paragraph A. and B.; and

7-I.9.b.(2). CLARIFY

7-I.9.b.(2).

When Flight Attendants who have voluntary acquired partial pairings are subsequently drafted or reassigned, all applicable provisions regarding drafting and reassignment shall apply. In addition, the drafting and/or reassignment shall follow the minimum duty rig or trip rig provisions of Sections 6.A. and 6.B.

7-I.8.c.(2). CLARIFY

7-1.8.c.(2).

If Crew Scheduling assigns a Reserve to the open pairing, she/he shall be entitled to the minimum duty Rigs set forth in Section 6. Paragraph A. and B.

7-I.9.b.(3). CLARIFY

<u>7-I.9.b.(3).</u>

If Crew Scheduling assigns the open partial pairing as part of a reassignment or drafting, Flight Attendants shall be entitled to the minimum duty Rigs set forth in Section 6. Paragraph A. and B. and hotel accommodation as applicable.

7-I.9.b.(4). CLARIFY

<u>7-I.9.b.(4).</u>

A Flight Attendants subject to pay protection who trades out/Personal Drops a portion of a pairing shall be credited the value of the pay protection minus the scheduled flight time value of the portion traded out.

Example 1:

A Flight Attendant has pairing 1 with a credited value of twenty hours (20:00). the Flight Attendant is reassigned to a pairing 2 with a credited value of eighteen hours (18:00). The Flight Attendant then trades out of a portion of pairing 2 with a scheduled flight time of four hours (4:00). The Flight Attendant shall be credited sixteen hours (16:00). 20:00 - 4:00 = 16:00.

Example 2:

A Flight Attendant has pairing 3 with a credited value of twenty hours (20:00). the Flight Attendant is reassigned to a pairing 4 with a credited value of twenty-two hours (22:00). The Flight Attendant then trades out of a portion of pairing 4 with a scheduled flight time of four hours (4:00). The Flight Attendant shall be credited eighteen hours (18:00). 22:00 - 4:00 = 18:00.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 109 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-I.11. AMEND

7-I.11.

Trip trade requests <u>between Flight Attendants or with Open Time must shall not be</u> <u>required to</u> be for trips originating <u>and/or terminating</u> in the same bid month. No month to month trades are allowed.

7-I.12. DELETE

7-I.12.

A Lineholder may displace a Reserve assigned to a pairing outside of the Reserve Preferencing process in Section 8.7-D. up to fifteen hours (15:00) prior to the check-in of the trip provided the Lineholder is more senior than the Reserve. A Reserve assigned a pairing as part of Reserve Preferencing shall not be subject to displacement by a Lineholder.

7-I.13. DELETE

7**-**1.13.

Reserve Language Qualified Flight Attendants may only be displaced by senior Language Qualified Flight Attendant Lineholders having the same primary language qualification.

7-I.14. DELETE

7-I.14.

FSL Reserves may only be displaced by senior FSL Lineholders.

7-I.15. AMEND AND CLARIFY

<u>7-I.15.a.</u>

Open time trades involving an unequal number of days that result in a Flight Attendant covering a smaller total number of days cannot cause a decrease of flight time of more than three hours (3:00) five hours (5:00) scheduled flight time. Open time trades that result in a Flight Attendant covering the same or greater total involving an equal number of days are not subject to the than three hours (3:00) five hours (5:00) decrease parameter. A single duty period which contains a flight segment that departs the Base before midnight and a return segment arriving back in the Base after 0400 local time ("redeye turns") will be considered to be a one-day pairing. For trip trading purposes, this pairing will be considered to occur on the pairing origination date.

7-I.15.b. AMEND AND CLARIFY

<u>7-I.15.b.</u>

A single duty period which contains a flight segment that departs the Base that checks in before midnight and a return segment arriving back in the Base and terminates after 0400-midnight local time ("redeve turns") will be considered to be a

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 110 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

one-day pairing. For trip trading purposes, this pairing will be considered to occur on the pairing origination date.

7-I.16. CLARIFY

7-I.16.

Open time trades may involve multiple trip pairings. There must be a minimum of one hour and thirty minutes (1:30) block- in to block-out between trip pairings scheduled for the same duty period. If a combined duty period contains an International segment, the International rest and duty limitations shall apply.

7-I.17.a. CLARIFY

<u>7-I.17.a.</u>

Trip trades with open time will be allowed only when sufficient Reserve coverage exists as determined by Scheduling.

7-I.17.b. CLARIFY

7-l.17.b.

The following numbers shall be published for each day of the bid month in the CCS Pool Display:

7-I.17.b.(1). CLARIFY <u>7-I.17.b.(1).</u> <u>RSV: Reserves available</u>

7-I.17.b.(2). CLARIFY <u>7-I.17.b.(2).</u> <u>OPN: number of pairing "days" open on a specific date</u> <u>Example:</u> <u>There are only 3 pairings in Open Time: a 4-day trip on the 9th and a 3-day trip on</u> <u>the 10th and a 2-day trip 12th.</u> <u>OPN 9th: 1</u> <u>OPN 10th: 2</u> <u>OPN 12th: 3</u> <u>OPN 13th: 1</u>

7-I.17.b.(3). CLARIFY <u>7-I.17.b.(3).</u> NET: RSV minus OPN

7-I.17.b.(4). CLARIFY <u>7-I.17.b.(4).</u> LVL: Reserves needed minimum level

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 111 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-I.17.b.(5). CLARIFY <u>7-I.17.b.(5).</u> TOT: NET minus LVL

7.I.17.c.(1). NEW

<u>7.I.17.c.(1).</u>

The Company shall publish a consistent methodology used to determine the "Reserves Needed" levels ("MIN LVL) for a bid month and provide updates and the rationale when the numbers are modified.

7.I.17.c.(2). NEW

7.I.17.c.(2).

the "Reserves Needed" levels ("MIN LVL") on any specific day shall not exceed the reserve target number for that specific day utilized for the construction of reserve lines.

7.I.17.d. CLARIFY

<u>7.I.17.d.</u>

<u>A day in the bid month where a trade brings the Reserve Coverage ("TOT") below</u> zero ("0)" shall be considered blocked due to minimum staffing requirements.

7.I.17.e. CLARIFY

<u>7.I.17.e.</u>

<u>A day in the bid month where a trade brings the Reserve Coverage ("TOT") down to</u> zero ("0)" shall not be considered blocked due to minimum Reserve Coverage.

7-I.18. CLARIFY

7-I.18.

Flight Attendants may not adjust schedules to conflict with or eliminate scheduled training or required meetings without the prior written permission of their Base Director.

7.I.19. DELETE

7.I.19

The placement of trips on other Flight Attendant's lines to facilitate trading ("parking") is not permitted.

7-1.20. DELETE

7-1.20.

Pick up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 112 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-1.21.a. NEW

7-I.21.a.

At fourteen hours (14:00) prior to departure, open time pairing designated to have a special qualification Flight Attendant will be designated as a "hybrid" pairing that can be picked up by qualified and non-qualified Flight Attendants. If a Flight Attendant holding the required qualification acquires the pairing, it shall revert to a special qualification pairing. If a Flight Attendant not holding the required special qualification acquires the pairing, it shall then lose the special qualification.

7-I.21.b. AMEND AND CLARIFY

7-J.4. <u>7-I.21.b.</u>

Pick up of an Less than fourteen hours (14:00) prior to departure, open time pairing designated to have a special qualification Flight Attendant <u>may be picked up</u> by a Flight Attendant not having the designated qualification <u>as long as the pairing has</u> been in open time for at least one hour (1:00) may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

7.I.22. CLARIFY 7.I.22. PIGGYBACKING

7-I.22.a. CLARIFY

<u>7-I.22.a</u>

Piggybacking shall be the combination of two pairings where the last duty period of the first pairing is combined with the first duty period of the second pairing into a legal duty period. There must be more than one hour and thirty-one minutes (1:31) blockin to block-out between trip pairings scheduled for the same duty period. If a combined duty period contains an International segment, the International rest and duty limitations shall apply.

7-I.22.b. CLARIFY <u>7-I.22.b</u> Piggybacking can only be the direct result of a trip trade by the Flight Attendant.

7-I.22.c. CLARIFY

<u>7-I.22.c.</u>

When any of the pairings involved in the piggybacking are modified or substituted, the normal legal rest provisions of Section 6 between the pairings shall apply.

7-J.1. CLARIFY

7-J.1.

Flight Attendants will have unlimited trip trades with, and pick ups from, open time in their Base, and unlimited trip trades with other Flight Attendants in their Base subject to the provisions of Paragraph 7-I. above.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 113 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-J.2. AMEND

7-J.2.

Less than fourteen twenty-four hours (14:00 24:00) prior to departure, Flight Attendants may pick up an out of base pairing in open time in any Base regardless of as long as they hold the special qualifications for the pairing, and as long as the pairing has been in open time for at least two hours (2:00), or at least one hour (1:00) in open time if less than eighteen hours (18:00) prior to departure.

7-J.3. AMEND

7-J.3.

Less than fourteen twenty-four hours (14:00) (24:00) prior to departure, Flight Attendants may pick up advertised out of base trips from other Flight Attendants in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any, and the pairing has been advertised on the CCS Trip Trade Board for at least two hours (2:00), or at least one hour (1:00) on the Trip Trade Board if less than eighteen hours (18:00) prior to departure.

7-K. CLARIFY

7-K. TRIP TRADES AND PICK UPS INVOLVING QUALIFIED FSLs INTERNATIONAL PURSERS

7-K.1. AMEND

7-K.1.

A Flight Attendant filling an FSL position filling an International Purser line for the month may trade for or pick up any open trip in accordance with the provisions of the Agreement.

7-K.1.a. CLARIFY

7-K.1.a.

International Purser qualified Flight Attendants may only trade an International Purser pairing for another International Purser pairing in Open Time.

7-K.2. AMEND AND CLARIFY

7-K.2.

FSLs International Purser qualified Flight Attendants cannot drop FSL International Purser trips to anyone who is not an active FSL a qualified International Purser, however, an FSL International Purser can pick up a trip from another Flight Attendant in their Base, if they meet the qualifications for that trip.

7-K.3. DELETE

7**-**K.3.

Less than fourteen hours (14:00) prior to departure, FSLs may pick up open time in any Base regardless of special qualifications for the pairing.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 114 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-K.4. DELETE

7-K.4.

Less than fourteen hours (14:00) prior to departure, FSLs may pick up advertised trips in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any.

7-K.5. DELETE

7-K.5.

Pick up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

7-K.6. AMEND AND CLARIFY

7-K.6.

Minimum days off, minimum legal rest and maximum duty limitations will apply. FSLs who do not maintain a fifty hour (50:00), (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of FSL trips (prorated for partial months) may only pick up and trade for open FSL time.

7-K.7. AMEND AND CLARIFY

7-K.7.

Only active FSLs International Purser-qualified Flight Attendants can trade for open FSL International Purser trips.

7-K.8. CLARIFY

7-K.8.

FSLs International Pursers will be paid the Flight Attendant rate of pay when they acquire non-Qualified-FSL International Purser trips.

7-L. CLARIFY

7-L. TRIP TRADES AND PICK UPS INVOLVING LANGUAGE QUALIFIED ("LQ") FLIGHT ATTENDANTS

7-L.1.a. AMEND AND CLARIFY

<u>7-L.1.a.</u>

A Flight Attendant filling a Language Qualified position line for the month may pick up any open trip in accordance with the provisions of the Agreement. A Language Qualified Flight Attendant may only trade a language pairing for another pairing of the same language in Open Time or with a Flight Attendant who is qualified in the same language.

7-L.1.b. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 115 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>7-L.1.b.</u>

Language-Qualified Flight Attendants may trade different language pairings with other Flight Attendants as long as they hold the required language qualifications for the pairings involved.

7-L.2. DELETE

7-L.2.

Between sixteen hours (16:00) and fourteen hours (14:00) prior to departure, LQ Flight Attendants in a LQB will have unlimited pick ups from open time in the Language Base in all designated languages for which they are qualified.

7-L.3. DELETE

7**-L.3**.

Less than fourteen hours (14:00) prior to departure, a Language Qualified Flight Attendant may pick up open time in any Base regardless of special qualifications for the pairing.

7-L.4. DELETE

7-L.4.

Less than fourteen hours (14:00) prior to departure, a Language Qualified Flight Attendant may pick up advertised trips in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any.

7-L.5. DELETE

7-L.5.

Pick-up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

7-L.6. AMEND AND CLARIFY

7-L.6.

Minimum days off, minimum legal rest and maximum duty limitations will apply. Language Qualified Flight Attendants who do not maintain a fifty hour (50:00), (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of Language Qualified Flight Attendant trips in their primary language (prorated for partial months) may only pick up and trade for open Language Qualified Flight Attendant time in their primary language.

7-M.1. AMEND AND CLARIFY

7-M.1.

Flight Attendants may personal drop a trip pairing <u>or a reserve availability day</u> subject to operational requirements. Requests will only be accepted <u>starting on the 21st day</u> <u>of the month prior</u> <u>the day before report time of the trip pairing</u> and will be granted on

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 116 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

a first come, first served basis <u>starting on the 21st day of the month prior and no later</u> <u>than 1300 the day before the pairing or reserve availability day</u>. The Company may award personal drops later than 1300 <u>the day before the pairing or reserve</u> <u>availability day with the concurrence of the Flight Attendant</u>.

7-M.2. AMEND AND CLARIFY

7-M.2.

Flight attendants, Lineholders and Reserves, may drop a portion/portions of a trip when it transits the Base the day of the trip, if staffing allows. The original value of the pairing shall be reduced by the scheduled flight time of the segments dropped. The portion of the trip placed into open time shall be credited with the greater of the scheduled or actual flight time for the segments. A partial trip drop transaction, in and of itself, shall not generate a rig or hotel room. If the portion of the trip is subsequently assigned to a Reserve, the Reserve will receive rigs and hotel rooms attributable to the trip.

7-M.3. NEW

<u>7.M.3.</u>

Requests for Personal Drops for complete pairings and partial pairings shall be combined and granted on a first come, first served basis.

7.M.4.a. NEW

<u>7.M.4.a.</u>

Once a Flight Attendant has been granted a Personal Drop, day(s) covering the pairing dropped or availability day(s) shall be treated as regular days off and not restricted for the purpose of trades and pick up. This process will be automated and will not require Crew Scheduling action.

7-M.4.b. CLARIFY

<u>7.M.4.b.</u>

When a Flight Attendant is worked into a Personal Drop day, the Flight Attendant shall be released from duty for the remainder of the day and will be eligible for a restoration of day off pursuant to Section 7.R.

7-N. CLARIFY

7-N. TRIP TRADES INVOLVING TRIPS HAVING DAYS WHICH ARE BLOCKED DUE TO MINIMUM STAFFING REQUIREMENTS

The following numbers shall be published for each day of the bid month in the CCS Pool Display:

<u>RSV: Reserves available</u> <u>OPN:</u> <u>NET: RSV minus OPN</u> LVL: Reserves needed minimum level

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 117 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

TOT: NET minus LVL

7-N.1. CLARIFY

7-N.1.

Reserves Needed means the minimum number of Reserve Flight Attendants needed to staff flights, as determined by the Company ("MIN LVL" – available on the CMPD screen in CMS).

7-N.2. CLARIFY

7-N.2.

Reserves Available means actual Flight Attendant Reserves available for duty ("<u>NET</u> RESV" – available on the CMPD screen in CMS). To determine Reserves available, subtract open pairing days ("OPN") from Reserves scheduled ("RSV")

7-N.3. CLARIFY

7-N.3.

To calculate Reserve Coverage <u>("TOT")</u> for a particular day, subtract Reserves Needed <u>("LVL")</u> from Reserves Available <u>("NET")</u>.

7-N.4. CLARIFY

7-N.4.

To determine Reserve Coverage for a trip pairing, add the cumulative sum of Reserve Coverage for each day of the trip pairing.

Example:

Date:	7th	8th	9th
Reserves Available <u>NET</u> :	94	102	107
Reserves Needed	100	100	110
Reserve Coverage TOT:	-6	+2	-3

Reserve Coverage for this three day trip is -7 (-6+2-3).

7-N.5. CLARIFY

7-N.5.

Flight Attendants desiring to trade $\frac{1}{100}$ trips each of which contains one (1) or more days that are blocked due to minimum staffing coverage restrictions may do so if the trip trip(s) being dropped has a greater cumulative sum Reserve Coverage than the trip trip(s) being picked up, and:

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **118** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-N.5.a. CLARIFY

7-N.5.a.

If the trip trip(s) being dropped occurs later in the month, its lowest Reserve Coverage day can be no more than five (5) lower than the lowest Reserve Coverage day on the trip trip(s) being picked up, or

7-N.5.b. AMEND AND CLARIFY

7-N.5.b.

If the trip trip(s) being dropped occurs earlier in the month, its lowest Reserve Coverage can be no lower than the lowest Reserve Coverage day on the trip trip(s) being picked up. This trade must be executed at least seven (7) days prior to the first day of the trip being dropped.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 119 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-N.6. AMEND AND CLARIFY 7-N.6. Trading Example 1:

	i.	Trip 1		Trip 2		
Date:	7th	8th	9th	18th	19th	20th
Reserves Available NET:	95	102	107	104	109	94
Reserves Needed LVL:	100	100	110	100	110	100
Reserve Coverage <u>TOT</u> :	-5	+2	-3	+4	-1	-6

The Reserve Coverage for Trip 1 is (-5+2-3) = -6

The Reserve Coverage for Trip 2 is (+4-1-6) = -3

A Flight Attendant wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under Paragraph 5 above. Trip 2 is later in the month, so Paragraph 5.a. applies. The lowest day in Trip 2 is -6, and the lowest day in Trip 1 is -5. Since the lowest day in Trip 2 is only 1 lower than the lowest day in Trip 1, the trade is allowed under Paragraph 5.a.

Trading Example 2:

	Trip 3			Trip 4		
Date:	9th	10th	11th	18th	19th	20th
Reserves Available <u>NET</u> :	105	108	97	94	100	109
Reserves Needed LVL:	100	110	105	100	100	110
Reserve Coverage TOT:	+5	-2	-8	-6	0	-1

The Reserve Coverage for Trip 3 is (+5-2-8) = -5

The Reserve Coverage for Trip 4 is (-6+0-1) = -7

On the third day of the month a Flight Attendant wants to drop Trip 3 and pick up Trip 4. Since Trip 3 (the trip being dropped) has higher Reserve Coverage, the trade is acceptable under Paragraph 5. Trip 3 is earlier in the month, so Paragraph 5.b. applies. Since the lowest day in Trip 3 (-8) is lower than the lowest day in Trip 4 (-6), the trade would be denied. In addition, the trip trade does not occur at least seven (7) days prior to the first day of Trip 3 (the 2nd), and would be denied for this reason also.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 120 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Trading Example 3:

		<u>Trip</u>	1		<u> Trip 2</u>		Trip	<u>) 3</u>
Date:	<u>7th</u>	<u>8th</u>	<u>9th</u>	<u>18th</u>	<u>19th</u>	<u>20th</u>	<u>21st</u>	<u>22nd</u>
<u>NET:</u> LVL: TOT:	<u>99</u> <u>100</u> <u>-1</u>	<u>102</u> <u>100</u> <u>+2</u>	<u>107</u> <u>110</u> <u>-3</u>	<u>97</u> <u>100</u> <u>-3</u>	<u>111</u> <u>110</u> <u>+1</u>	<u>98</u> <u>100</u> <u>-2</u>	<u>105</u> <u>100</u> <u>+8</u>	<u>99</u> <u>100</u> <u>-4</u>

The Reserve Coverage for Trip 1 is (-1+2-3) = -2

The Reserve Coverage for Trip 2 is (-3+1-2) = -4

The Reserve Coverage for Trip 3 is (+8-4) = +4

A Flight Attendant wants to drop Trip 1 and Trip 3 and pick up Trip 2. Since Trip 1 and Trip 3 (the trips being dropped) have a better cumulative Reserve Coverage (-2+4= +2) than the Reserve Coverage for Trip 2, the trip trade is acceptable under Paragraph 5 above. Trip 1 (Trip being dropped) occurs before Trip 2, Paragraph 5.b. applies. Its lowest Reserve Coverage day (-3 on the 9th) is no lower than the lowest Reserve Coverage day of Trip 2 (-3 on the 18th). Trip 3 (Trip being dropped is later in the month, so Paragraph 5.a. applies. The lowest day in Trip 3 is – 3, and the lowest day in Trip 2 is –4. Since the lowest day in Trip 3 is only 1 lower than the lowest day in Trip 2, the trade is allowed under Paragraph 5.a.

7-N.9. NEW

<u>7-N.9.</u>

Notwithstanding 7.I.17. above, trip trades of pairings with Open Time will be awarded regardless of minimum Reserve Coverage, up to a daily allocation of no less than five percent (5%) of the base total active Lineholder population, rounded up. Once a daily allocation has been reached, trades will proceed based on Reserve Coverage pursuant to Section 7.I.17., 7.N.1 through 7.N.8. above. The daily allocations shall be published with the Pool Values on the Electronic Bulletin Board.

7-O.1. CLARIFY

7-0.1.

At the airport, only the open bid position is available for senior option. <u>The seniority</u> option can occur only at the beginning of a pairing during the crew briefing and before preflight duties begin.

7-0.3. CLARIFY 7-0.3.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 121 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The Reserve may only be opted out of a position once, and the seniority option can occur only at the beginning of a pairing and before preflight duties begin.

7-0.4. CLARIFY

7-0.4.

Reserve Flight Attendants assigned to a load position, which is with a different pairing number, shall not be opted out of the position, unless the pairings contain identical flight segments.

7-O.6. CLARIFY

7-0.6.

<u>International Purser</u> Reserve FSL Flight Attendants may only be opted by senior-FSL <u>International Purser</u> Flight Attendants. An FSL <u>International Purser</u> Qualified Flight Attendant shall have priority over a non-FSL <u>non-International Purser</u> Flight Attendant to senior opt a non-FSL <u>International Purser</u> Reserve from an open bid position that has been designated as FSL <u>International Purser</u>.

7-O.7. AMEND AND CLARIFY

7-0.7.

If the Purser ("A" position) is picked up from open time, seniority option shall be permitted among the Flight Attendants on the same <u>or mirror</u> pairing. <u>The crew list</u> on the pairing display shall indicate that the position was picked up from open time.

7-0.8. NEW

<u>7-0.8.</u>

If the International Purser position is picked up from open time by a non-International Purser, seniority option shall be permitted among the Flight Attendants on the same or mirror pairing. International Purser qualified Flight Attendants shall have priority over non-International Purser qualified Flight Attendants. The crew list on the pairing display shall indicate that the position was picked up from open time.

7-P.1. AMEND

7-P.1.

A Flight Attendant may drop the last segment of a pairing to another Flight Attendant by calling Scheduling no earlier than one (1) calendar day and no later than four (4) hours prior to the scheduled departure of the segment to be traded for all segments that depart and arrive within the United States (including Alaska, Hawaii, Puerto Rico). For flights to/from FRA, GUM, HKG, LHR, NRT and other Flight Attendant Domiciles, a Flight Attendant may drop the last segment of a pairing to another Flight Attendant by calling Scheduling no earlier than one (1) calendar day and no later than six (6) hours prior to the scheduled departure of the segment to be traded. These trades may not be processed during periods of significant irregular operations, or emergency situations will be automated.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 122 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-P.2. AMEND

7-P.2.

Scheduling shall approve the <u>The</u> Jetway Trade <u>shall be approved</u> under the following conditions:

7-P.2.a.(1). CLARIFY <u>7-P.2.a.(1).</u> Both Flight Attendants are Lineholders.

<u>7-P.2.a.(2). NEW</u> <u>7-P.2.a.(2).</u> Notwithstanding Paragraph (1). above, a Reserve going into days off may Jetway Trade the last segment of a pairing.

7-P.2.b. CLARIFY

7-P.2.b.

The Flight Attendant trading into the last segment must be on an unassigned day <u>on a day off</u> and meet all legalities and qualifications required. The trade will not be approved if it results in any legality for either Flight Attendant.

7-P.4. AMEND

7-P.4.

The original Flight Attendant must remain in position and with the aircraft, if applicable, until the replacement Flight Attendant is present, (i.e., there must be a physical handoff at the airplane or designated check-in location). The replacement Flight Attendant must be at the airplane or designated check-in location no later than the check-in times listed in Section 6-R. or the bid cover letter as applicable. If, for any reason the replacement Flight Attendant does not report for duty, the original Flight Attendant must operate the segment.

7-P.9. AMEND

7-P.9.

In the event the original Flight Attendant is reassigned or drafted before the replacement Flight Attendant has confirmed with Scheduling, the Jetway Trade shall be considered void. <u>Crew Scheduling shall notify the replacement Flight Attendant</u>.

7-P.13. AMEND

7-P.13.

If the replacement Flight Attendant is illegal for her/his next pairing after completing the traded segment, she/he shall have the option to be pay protected and be subject to reassignment or to be removed from the pairing and shall not receive pay protection nor be subject to reassignment.

7-Q.1. AMEND AND CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 123 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-Q.1.

Notice Notification (as defined in Section 2-KK.) on same calendar day as departure Within four hours (4:00) two hours (2:00) of being notified that a Flight Attendant has lost her/his trip pairing or any portion thereof for any reason other than her/his own unavailability for duty, she/he may:

7-Q.1.b. CLARIFY

7-Q.1.b.

Be given a <u>one (1)</u> replacement pairing. Upon request a Flight Attendant will be provided a hotel room at Base for reassignments departing the next day <u>or</u> <u>subsequent days if the pairing is scheduled to depart later</u>. The hotel room will be <u>scheduled as if the Flight Attendant was on layover and transportation shall be</u> <u>provided between the hotel and the airport</u>.

7-Q.1.c. CLARIFY

<u>7-Q.1.c.</u>

Prior to leaving the base, A Flight Attendant shall only be subject to reassignment one (1) time. If before leaving the base, the Flight Attendant loses the reassigned trip pairing or any portion thereof for any reason other than their own availability for duty, they shall be released with pay.

7-Q.2. DELETE

7-Q.2.

If a Severe Weather Action Plan (SWAP) is in effect, the Company may have the following options:

7-Q.2.a. DELETE

7-Q.2.a.

Provide a replacement pairing up to four hours (4:00) past the time the original trip was scheduled to depart, or

7-Q.2.b. DELETE

7-Q.2.b.

Provide a replacement pairing at the time of notifying the Flight Attendant of the loss of her/his trip pairing, or

7-Q.2.c. DELETE

7-Q.2.c.

Provide a replacement pairing within two hours (2:00) of notifying the Flight Attendant of the loss of her/his trip pairing. A Flight Attendant who is required to remain available for assignment pursuant to this Paragraph 7-Q.2.c. more than four hours (4:00) past the time the original trip was scheduled to depart shall receive an additional four hours (4:00) pay and credit.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 124 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-Q.3. CLARIFY 7-Q.3. Notice Notification (as defined in Section 2-KK.) of one or more calendar day

If at the time of notification, the Company advises the Flight Attendant that the replacement consists of multiple pairings, they will be combined into one (1) pairing, and the Flight Attendant will be provided with hotel accommodations at base between the pairings. At the time of the notification, if the Company does not advise the Flight Attendant of a replacement pairing(s) or relieve her/him of responsibility, at her/his option she/he will:

7-Q.3.a. CLARIFY

7-Q.3.a.

Make up the time lost on days not originally scheduled to fly in which case her/his line guarantee will be adjusted. She/he will then be relieved of all reassignment responsibility; or. When the Flight Attendant selects this option, Crew scheduling shall remove the pairing or RX days from the Flight Attendant line of flying. Or,

7-Q.3.b. CLARIFY

7-Q.3.b.

Make up the time as close as possible to the time lost on days originally scheduled to fly with no loss of pay. She/he will then be relieved of all reassignment responsibilities; or. The Flight Attendant may then contact Crew scheduling to have the selected pairing (s) placed in their line of flying. Or,

7-Q.3.c.(3). CLARIFY

<u>7-Q.3.c.(3).</u>

If the Flight Attendant does not contact Scheduling between 1800 and 2200, they will be deemed to have elected not to remain subject to reassignment and their guarantee will be adjusted accordingly.

7-Q.4. AMEND

7-Q.4.

Reassignment and/or replacement pairing provided for in Paragraphs 7-Q.1., 2. and 3. above will comply with the following:

7-Q.4.a. AMEND

7-Q.4.a.

Reassignments may not be scheduled to depart earlier than two hours (2:00) before the scheduled departure of the trip lost. If an earlier reassignment interferes with a Flight Attendant's prior day off, she/he shall receive \$15.00 \$20.00 per hour, in addition to her/his regular rate of pay, for all time worked prior to the scheduled departure of the trip lost. The Flight Attendant shall also be eligible for a restoration of day off pursuant to Section 7.R.

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7-Q.4.a.(1). CLARIFY

7-Q.4.a.(1).

When A Flight Attendant has lost her/his scheduled outbound flight for any reason or whose outbound flight will operate so late that she/he would miss her/his return flight and who, by taking an open flight, can legally connect to the return flight. If such assignment cannot be made, the Flight Attendant may be deadheaded to the layover point to cover the return flight unless it involves a double deadhead.

7-Q.4.b. AMEND AND CLARIFY

7-Q.4.b.

Reassignments may not be scheduled to interfere with the next scheduled calendar day off appearing in the Flight Attendant's bid line without the Flight Attendant's consent. If the Flight Attendant consents to a reassignment that interferes with her/his next scheduled day off, in addition to the restoration of days off provided in Paragraph 7-R., the Flight Attendant will be paid 150% pay for all block hours flown credited time in each scheduled day off for the reassignment. The Flight Attendant will also be eligible for Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost. Late Arrival Pay may not be reduced or offset.

7-Q.4.c. DELETE

7-Q.4.c.

Notwithstanding Paragraph 7-Q.4.b. above, Flight Attendants based at an International Domicile, other than Honolulu and Guam, may be reassigned to a trip scheduled to return to her/his Base within twenty-four hours (24:00) of her/his original scheduled arrival.

7-Q.4.c.(1). DELETE

7-Q.4.c.(1).

Flight Attendants who receive reassignments under this Paragraph7-Q.4.c. shall receive pay in accordance with below Paragraph 7-Q.4.d.

7-Q.4.c.(2). DELETE

7-Q.4.c.(2).

Reassignments pursuant to this Paragraph 7-Q.4.c. shall not apply in International Domiciles where 25% or more of the trips in the bid packet are less than three (3) days. In those locations, Paragraphs 7-Q.4.a. and b. above, shall apply.

7-Q.4.d. AMEND

7-Q.4.d.

Flight Attendants who are reassigned to trips originating from domestic bases, other than those resulting from changeover pairings, which are scheduled to terminate

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 126 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

more than two hours (2:00) after the original scheduled arrival time of the trip lost, shall receive <u>Late Arrival Pay of \$15.00 \$20.00</u> per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost. <u>Late Arrival Pay may not be reduced or offset.</u>

7-Q.4.e. CLARIFY

<u>7-Q.4.e.</u>

Reassignments may be a combination of multiple and/or single duty periods. <u>When</u> the replacement consists of multiple pairings, they will be combined into one (1) pairing, and the Flight Attendant will be provided with hotel accommodations at base between the pairings.

7-Q.4.f. CLARIFY

<u>7-Q.4.f.</u>

If there are two (2) or more Flight Attendants on the same or mirror pairings, the reassignment will be according to seniority preference as to the ability to decline the reassignment or as to the choice pf pairing if multiple pairings are available.

7-Q.4.g. CLARIFY

<u>7-Q.4.g.</u>

Priority will be given to assigning Flight Attendants to pairings in the same operation and the same number of days.

7-Q.5.a.(1). NEW <u>7-Q.5.a.(1).</u> <u>Crew Scheduling shall provide a complete reassignment upon the initial contact with</u> <u>the Flight Attendant.</u>

7-Q.5.a.(2). NEW <u>7-Q.5.a.(2).</u> When it is not possible to return the Flight Attendant to their Base within twelve hours (12:00) and/or the assignment is scheduled to extend more than eight hours (8:00) into a Flight Attendant's calendar day off, the following shall apply:

7-Q.5.a.(2).(a). NEW

<u>7-Q.5.a.(2.(a).</u>

The Company shall return the Flight Attendant to her/his base by the most direct route.

In the application of "the most direct route", the following order shall apply:

1. Non-stop same day.

2. Connection same day.

3. Layover + Non-stop.

4. Layover + connection.

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7-Q.5.a.(2).(b). NEW

<u>7-Q.5.a.(2).(b).</u>

In addition to all other applicable pay protection and/or restoration of day off provisions, the Flight Attendant shall receive five hours (5:00) of pay including premium and language if applicable for pay purposes only.

7-Q.5.b. AMEND AND CLARIFY

<u>7-Q.5.b.(1).</u>

If the reassigned trip causes a Flight Attendant to be on duty four hours (4:00) or more into the <u>on a</u> Flight Attendant's calendar day off, or past midnight if her/his originally scheduled arrival time was 1900 local time or earlier, the Flight Attendant will have her/his day off restored through mutual arrangement with Scheduling <u>pursuant to Section 7.R.</u> or receive five hours (5:00) <u>eight hours (8:00)</u> pay and credit in lieu of restoring the day off (providing she/he maintains the ten (10) day off minimum).

7-Q.5.b. AMEND

7-Q.5.b.(2).

Flight Attendants who are so reassigned to Domestic trips, shall receive \$15.00 Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost. Late Arrival Pay may not be reduced or offset.

7-Q.5.c. AMEND AND CLARIFY

7-Q.5.c.

A Flight Attendant who is required to remain at a downline location to protect equipment that is unserviceable for mechanical reasons will be returned to her/his Base no later than twenty-four hours (24:00) after her/his originally scheduled return. If this requirement causes a Flight Attendant to be on duty four hours (4:00) or more into the <u>on a</u> Flight Attendant's calendar day off, the Flight Attendant will have her/his day off restored through mutual arrangement with Scheduling <u>pursuant to Section</u> <u>7.R.</u> or receive five hours (5:00) eight hours (8:00) pay and credit in lieu of restoring the day off (providing she/he maintains the ten (10) day off minimum) or twelve (12) day off minimum for Reserves). The Flight Attendant will also be eligible for Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost. Late Arrival Pay may not be reduced or offset.

7-Q.5.e. DELETE

7-Q.5.e.

After leaving her/his Base a Flight Attendant may be reassigned even though the Flight Attendant's trip(s) is operating.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 128 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-Q.6. CLARIFY

7-Q.6.

When a Flight Attendant becomes ineligible for her/his next scheduled trip(s), she/he shall notify Scheduling as soon as <u>reasonably</u> possible upon return to her/his Base from the trip which caused her/him to become ineligible. At that time she/he shall be subject to reassignment in accordance with this Paragraph 7-Q.

7-Q.7.a. CLARIFY

<u>7-Q.7.a.</u>

In the event of an equipment change, Flight Attendants shall assume work positions on the new equipment based on the position matrices published in the bid packet.

7-Q.7.b. AMEND AND CLARIFY

7-Q.7.b.

In the event of an equipment change which does not require the original number of Flight Attendants scheduled, Scheduling will first reassign Reserves, if any. If the trip still does not require the remaining number of Flight Attendants, the senior bid Lineholder(s) may take or opt off the trip. However, LQ Flight Attendants and the FSL International Purser may be required to take or complete the trip when the trip still needs their special qualification(s) the special qualification. If the trip does not require the original number of LQ Flight Attendants, the senior LQ Flight Attendant may take or opt off the trip. If the Reserve is not reassigned and travels on the same flight, she/he will be included in the senior option as provided in Paragraph 7-O. The surplus Flight Attendant (who is either bumped off or who opts off the trip) shall, at her/ his option, be pay protected in accordance with the provisions of Paragraph 7-Q and remain subject to reassignment.

7-Q.7.c. CLARIFY

<u>7-Q.7.c.</u>

In the event of an equipment change which does not require the original number of Flight Attendants, if a Flight Attendant opts off the trip and their work position is still required, it shall be filled using seniority option. If another vacancy is created, the seniority option process may need to be repeated until the required work positions are filled.

7-Q.9.a. NEW

<u>7-Q.9.a.</u>

Flight Attendants whose pairings terminate more than two hours (2:00) after the scheduled arrival time of the original trip, shall receive Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the scheduled arrival time of the original trip. This shall apply in all circumstances including, but not limited to, reassignment, drafting, pairing modification, pairing substitution or operational delays. Late Arrival Pay may not be reduced or offset.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 129 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-Q.9.b. NEW <u>7-Q.9.b.</u> <u>A Flight Attendant who does a deadhead deviation pursuant to Section 3.I.13. shall</u> <u>be eligible for Late Arrival Pay based on the scheduled arrival time of the last</u> deadhead segment.

7-Q.9.c. NEW <u>7-Q.9.c.</u> <u>The provisions of 7.Q.9. shall apply to all pairings, including training pairings.</u>

7-Q.10. CLARIFY

<u>7-Q.10.</u>

Any reschedule, pairing modification, pairing substitution, reassignment or other change to a pairing that is not considered drafting, shall comply with the provisions of Section 7.Q.

7-R.1. AMEND

<u>7-R.1.a.</u>

A Flight Attendant who is entitled to restoration of a day(s) off and who declines payment for the day must be given the day off within ninety (90) days after the original day(s) was lost, on a regular scheduled work day(s). When there is a choice of days off to be restored, the restoration will be given on a day(s) mutually agreed upon by Scheduling and the Flight Attendant.

When a Flight Attendant is worked on or into any day off, they may select, at their option to:

Have the day off restored within the same month,

Have the day off restored within ninety (90) days, or

Receive eight hours (8:00) pay and credit in lieu of restoring the day off.

7-R.1.b.(1). NEW

<u>7-R.1.b.(1).</u>

If the day is not blocked for Minimum Reserve Coverage, the Flight Attendant's choice of day shall be granted.

7-R.1.b.(2). NEW

<u>7-R.1.b.(2).</u>

If the day is blocked for Minimum Reserve Coverage, the restoration will be given on a day mutually agreed upon by Scheduling and the Flight Attendant.

7-R.1.c. NEW

<u>7-R.1.c.</u>

<u>A day that is not restored shall automatically be processed for payment after ninety</u> (90) days.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 130 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-R.1.d. NEW

<u>7-R.1.d.</u>

Flight Attendants shall have electronic access to the list of their restorable days on CCS.

7-R.1.e CLARIFY

<u>7-R.1.e.</u>

The pay in lieu of restoration of day off shall be pay and credit if paid in a lineholder month.

The pay in lieu of restoration of day off, shall be add pay if paid in a reserve month.

7-R.1.f. NEW

<u>7-R.1.f.</u>

<u>The restoration of days off provisions shall apply to all days when the Flight</u> <u>Attendant is not scheduled to be on duty, to include, but not limited to, PTO, vacation</u> <u>days, and Personal Drops.</u>

7-R.1.g. NEW

<u>7-R.1.g.</u>

The restoration of days off provisions shall also apply when a reserve assignment in a bid month overlaps into in a lineholder or a reserve day off in the next bid month.

7-R.1.h. CLARIFY

<u>7-R.1.h.</u>

The restoration of days off provisions shall also apply when a lineholder assignment in a bid month overlaps into in a reserve day off in the next bid month.

7-R.1.i. AMEND AND CLARIFY

<u>7-R.1.i.</u>

A Flight Attendant who desires a day off restored in the following bid period may also call Crew Scheduling during the 'work with' window on the 20th day of the month, which is the day prior to the open time window opening to adjust her/his schedule. All requests during the 'work with' window shall be granted regardless of Minimum Reserve Coverage

7-R.2. AMEND AND CLARIFY

7-R.2.

Restoration of a day(s) off during a multiple day pairing will be either the first or last day duty period of the pairing subject to mutual agreement between the Flight Attendant and Scheduling. If the day(s) covering the pairing is not blocked for Minimum Reserve Coverage, the Flight Attendant's choice of days shall be granted. A Flight Attendant who desires a day off restored in the following bid period may also call Crew Scheduling during the 'work with' window on the 22nd day of the month,

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 131 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

which is the day prior to the open time window opening to adjust her/his schedule. A Flight Attendant will receive pay and credit for the value of the flight time lost on the restored day(s). If a Flight Attendant must drop a multiple day pairing to restore a day(s) off, she/he will have the option of not accepting reassignment for the remainder of the dropped pairing. In this case the Flight Attendant will either have her/his guarantee reduced or receive her/his pay guarantee in accordance with Paragraph 7-Q. Unless a Flight Attendant declines payment or will be unable to maintain her/his applicable day minimum, she/he will receive <u>eight hours (8:00)</u> pay in addition to all other pay for the month in lieu of a restored day(s) off.

7-R.3. AMEND

7-R.3.

If the day being restored was a Reserve Flight Attendant's Set day off, the restored day will likewise be Set. If the lost day off is not restored as provided above within ninety (90) days, the Flight Attendant will be paid five hours (5:00) pay in addition to all other pay for the month for the lost day off.

When a Reserve is worked on or into a day off, in addition to those listed in Section 7.R.1. above, the Reserve shall also have the option to have the day restored at the end of the block of days off, regardless of Minimum Reserve Coverage.

7-R.4. DELETE

7**-**R.4.

A Lineholder must have a minimum of ten (10) calendar days free from duty at her/his Base within each bid period, unless waived by the Flight Attendant per Section 6.7-Q.2. If in actual operations, the Flight Attendant works past midnight on her/his day off her/his schedule will be adjusted to restore the minimum day(s) off. If such rescheduling results in the substitution of pairing(s) of less scheduled flight time than the pairing dropped, or in dropping a pairing without substitution of another pairing, she/he will receive the scheduled flight time credit and pay of the pairing(s) dropped. A Flight Attendant may choose to be paid five hours (5:00) for the day off or have the day off restored within ninety (90) days per Paragraph 1 above.

7-S. CLARIFY

7-S. ASSIGNMENT OF OPEN PAIRINGS

At any time during the order of assignment process, Flight Attendants may pick up time which has been placed into open time. Assignments for open flying time shall be in the order as listed below. If there are two (2) or more Flight Attendants on a pairing or identical pairings, the reassignment will be according to seniority preference Priority will be given to assigning Flight Attendants to pairings in the same operation and the same number of days.

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 132 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

which they are legal, available and in position to fly, and assigned to cover any other flights. Drafting assignments for open pairings at a Base shall not be made more than six (6) hours prior to scheduled departure.

7-S.1. CLARIFY 7-S.1. A Home Lineholder

A home Lineholder who desires to increase flight time, provided the assignment would not disrupt her/his assigned schedule or project her/him over maximum credited hours if applicable. Time which has not been assigned to a Lineholder per Paragraph 7-Q. above or to a Reserve shall be promptly placed into open time as it becomes available. At any time during the order of assignment process, Flight Attendants may pick up time which has been placed into open time.

7-S.2.a. CLARIFY

7-S.2.a.

Who has lost her/his scheduled outbound flight for any reason or whose outbound flight will operate so late that she/he would miss her/his return flight and who, by taking an open flight, can legally connect to the return flight. If such assignment cannot be made, the Flight Attendant may be deadheaded to the layover point to cover the return flight unless it involves a double deadhead.

7-S.2.b. CLARIFY

7-S.2.b.

Who has lost her/his flight or pairing, if in the opinion of the crew scheduler such reassignment will prevent drafting. The reassignment must be prior to the Flight Attendant's next scheduled pairing and not cause her/him to be illegal for her/his next pairing or sequence of pairings, reduce days off below the monthly minimum, or project over ninety- five (95) credit hours for the month.

7-S.2.c. CLARIFY 7-S.2.c. Who is being reassigned to restore calendar days off.

7-S.3. CLARIFY7-S.3.A Home Reserve Flight Attendant <u>assigned on days of availability</u>

7-S.4. CLARIFY 7-S.4. Reserve picking up open flying

7-S.4.a. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 133 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-S.4.a.

A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off on a once a month basis (as described in Section 8-L.). A Reserve volunteering to be assigned into their first day off

7-S.4.b. CLARIFY

7-S.4.b.

A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off in order to prevent drafting (as described in Section 8-L.). A Reserve volunteering to be assigned into two (2) or three (3) days in a block of

<u>days off</u>

7-S.7. CLARIFY

7-S.7.

Drafting

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights.

7-S.7.d. CLARIFY

7-S.7.d.

In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) of pay including premium and language if applicable for pay purposes only.

7-S.7.e. NEW

<u>7-S.7.e.</u>

Drafted Flight Attendants whose pairings terminate more than two hours (2:00) after the scheduled arrival time of the original trip, shall receive Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the scheduled arrival time of the original trip, or for the whole pairing if drafted on days off. Late Arrival Pay may not be reduced or offset.

7-S.7.f. CLARIFY

<u>7-S.7.f.</u>

Drafting assignments for open pairings at a Base shall not be made more than six (6) hours prior to scheduled departure.

7-S.7.g. NEW

<u>7-S.7.g.</u>

If the drafted Flight Attendant's trip transits their Home Domicile, or any other Domicile, the Drafted Flight Attendant will be replaced. If at a Domicile other than

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 134 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

their home, they will be deadheaded home in accordance with the procedures in Section 3-I.

7-S.7.h. AMEND AND CLARIFY

<u>7-S.7.h.</u>

A Flight Attendant drafted on or into a scheduled day off, shall have days off restored pursuant to Section 7.R. or receive eight hours (8:00) pay and credit in lieu of restoring the day off. A Flight Attendant may not be drafted if her/his calendar days off cannot be restored to the monthly minimum specified in Paragraph 6.Q.

7-T. CLARIFY

7-T. IRREGULAR OPERATIONS

These provisions provide for the steps taken to cover a flight which is open because of irregular operations.

7-T.1.a. CLARIFY

7-T.1.a.

This provision provides for the steps taken to cover a flight which is open because of irregular operations. When a visiting Flight Attendant will not be able to connect, or is illegal for her/his regular flight, protection for that flight may be provided as follows, in the order listed. All such assignments shall be made pursuant to Paragraph 7-Q.5. In all cases the Flight Attendant who is reassigned to cover the visiting Flight Attendant's flight must be legal for her/his own next scheduled flight.

7-T.1.a.(1). AMEND

7-T.1.a.(1).

Move up another Flight Attendant from the same Domicile as the regular crew on the flight. <u>This Flight Attendant shall be considered drafted and all provisions regarding</u> <u>drafting shall apply</u>. Assign her/ his flight to the Flight Attendant who cannot connect her/his own return flight.

7-T.1.a.(2). AMEND

7-T.1.a.(2).

Move up a visiting Flight Attendant from another Domicile which will not further interfere with either crew's schedule and when the flights are to the same general destination. <u>This Flight Attendant shall be considered drafted and all provisions regarding drafting shall apply</u>.

7-T.1.a.(3). AMEND

7-T.1.a.(3).

Move up the first available home Flight Attendant for whose flight the visiting Flight Attendant will be legal, assigning that flight to the visiting Flight Attendant when she/he arrives as long as the flights are to the same general destination. The home

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 135 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Flight Attendant shall be considered drafted and all provisions regarding drafting shall apply.

7-T.1.a.(4). CLARIFY

7-T.1.a.(4).

Consider the return flight open and reassign the visiting Flight Attendant per Paragraph 7-Q.<u>5.</u>

7-T.2.a. CLARIFY

7-T.2.a.

When irregularities or illegalities prevent visiting Flight Attendants from working the regularly assigned flights, they will work the open flights available to them on a first in, first out or "FIFO" basis <u>and will be assigned consistent with Section 7.Q.5.</u>. If two (2) or more Flight Attendants have the same arrival time, assignments will be made on seniority preference

7-T.3. CLARIFY

7-T.3.

In the application of Paragraphs 1. And 2. above, priority will be given to assigning Flight Attendants to pairings in the same operation <u>and all reassignments shall be</u> <u>provided consistent with section 7.Q.5</u>.

7-T.4.b. CLARIFY

7-T.4.b.

When an inbound crew is not legal for its regular outbound flight, protection for that flight will be provided by drafting the first available crew for whose flight the arriving crew would be legal. <u>All provisions regarding drafting shall apply</u>.

7-T.4.c. CLARIFY

7-T.4.c.

In the event of schedule irregularities that involve other than the same direction, and protection cannot be provided in Paragraph b. above, the first legal crew available will be utilized. These Flight Attendants shall be considered drafted and all provisions regarding drafting shall apply.

7-U. DELETE

7-U. POSITIVE CHECK-IN

The Company may establish a positive check-in process for Flight Attendants to check-in at the required time of their pairing.

7-W.3.a. AMEND 7-W.3.a.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 136 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

For scheduling purposes, thirty (30) minutes will be considered the minimum connecting time for Flight Attendants <u>except at DEN, EWR, GUM, IAD, IAH, LAX, ORD and SFO, where it will be sixty (60) minutes.</u>

7-W.3.b. AMEND

7-W.3.b.

In the actual operation when it appears the connecting time will be less than thirty (30) or sixty (60) minutes as applicable, other protection should be provided. In the event thirty (30) or sixty (60) minutes, as applicable, or more known connection time subsequently develops and/or an orderly transfer can be made in the opinion of Inflight Scheduling the originally scheduled Flight Attendants will cover their own flight, provided no legality problems or flight irregularities will be created.

7-W.3.c. DELETE

7-₩.3.c.

Notwithstanding Paragraph b. above, at IAD, ORD, DEN, IAH, EWR, and SFO, the minimum connecting time may be extended to sixty (60) minutes.

7-X.1. CLARIFY

<u>7-X.1.</u>

If a delay in flight departure or cancellation is known two (2) hours before scheduled departure, Flight Attendants will be notified <u>as defined in Section 2-KK.</u> of such delay <u>or cancelation</u>, as soon as possible, provided such delay is estimated to be more than thirty (30) minutes.

7-X.2. NEW

<u>7-X.2.</u>

Notwithstanding Paragraph 1 above, If a flight(s) cancellation is known more than one (1) week before scheduled departure, Flight Attendants will be notified, as defined in Section 2-KK. of the cancelation, as soon as reasonably possible, but no later than two (2) days after the cancelation is posted or announced and/or in no case less than one (1) week before scheduled departure,

7-Y.3.b. CLARIFY

7-Y.3.b.

Bids for the International Domicile shall be posted at all Domicile locations for a minimum of thirty (30) days. Bids shall state the number of assignments available; the qualifications necessary if applicable; the date the assignment is to begin; place where the bids are to be sent; and the last date on which they will be received. All assignments shall be awarded in accordance with System Seniority. <u>The Company shall be prohibited to hire locally to fill vacancies at International Domiciles unless the transfer list has been exhausted</u>. Bids for the language qualified positions shall be awarded on the basis of System Seniority as outlined in Section 9.-G.1.c.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 137 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

7-Z.1. CLARIFY

<u>7-Z.1.a.</u>

The Company shall have established staffing guidelines ("ESG") to determine the number of Flight Attendants to be assigned to flights. The Company shall publish the ESG in the Flight Attendant Policies and Procedures Manual. A reasonable effort will be made by the Company to monitor and staff consistent with the ESG. <u>The established staffing guidelines shall never be lower than the minimum bidding positions delineated in Section 7.A.10.</u>

7-Z.1.b. NEW

<u>7-Z.1.b.</u>

The Company may reschedule Flight Attendants from deadheading to work to avoid understaffing based on the ESG.

7-Z.1.c. NEW

<u>7-Z.1.c.</u>

When pairings are created, work positions on a flight segment(s) that would be above the ESG shall be scheduled to deadhead on that flight segment(s).

7-Z.1.d. NEW

<u>7-Z.1.d.</u>

When working positions exceed the Established Staffing Guidelines on a flight segment because of flight consolidation or any other operational reason, these work positions shall be rescheduled to deadhead. The option to deadhead shall be offered to the crew in seniority order.

7-AA.1. AMEND AND CLARIFY

7-AA.1.

Guaranteed PTO time will be made available to Flight Attendants on a daily basis regardless of White Flag <u>or Purple Flag</u>. Guaranteed PTO will consist of one percent (1%) of a Domicile's active Flight Attendant population on any day. Such PTO will be granted on a seniority basis a day at a time to Flight Attendants; however, to ensure equitable distribution, Flight Attendants may use the guaranteed PTO for eight (8) days a year. The daily percentage will be allocated in two (2) equal parts (any fraction will be allocated to the fifteen [15] day-in-advance portion). The first part will be awarded fifteen (15) days in advance. Any unused PTO will be awarded to the corresponding five (5) day-in-advance portion. The second part will be awarded five (5) days in advance portion. The second part will be awarded five (5) days in advance of the service permit, however, any <u>All</u> unused slots may shall continue to be available until 0001 of the requested day. A one (1) day notice will be required to qualify for the remaining guaranteed PTO time. Such requests will have priority over personal drops.

7.AA.1.a. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 138 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>7.AA.1.a.</u>

The number of PTO days associated with a pairing shall equal the number of duty periods within the pairing. For example, a 4-day, 3-duty period pairing, shall count as three (3) PTO days.

7.AA.1.b. CLARIFY

7.AA.1.b.

When a Flight Attendant requests PTO for a scheduled pairing but does not have sufficient PTO days remaining to cover each duty period within the pairing, the request(s) will be awarded by applying Personal Drops to the remaining duty period(s) provided Personal Drops are available for the other day(s) of the pairing.

7.AA.1.c. AMEND AND CLARIFY

<u>7.AA.1.c.</u>

The 15-day PTO awards for the next bid month shall be begin on the 21st of the old month.

7-AA.3. AMEND

7-AA.3.

Flight time lost due to Personal Time Off may be made up during the month taken if authorized by Inflight Scheduling. Once a Flight Attendant has been granted PTO, day(s) covering the pairing dropped or availability day(s) shall be treated as regular days off and not restricted for the purpose of trades and pick up. This process will be automated and will not require Crew Scheduling action.

7-AA.4. AMEND

7-AA.4.

If a PTO day will cause a Reserve to be unable to be assigned on her/his remaining days of availability, the Reserve will be placed on PTO for the day requested and <u>CNF Personal Drops</u> for the subsequent days on in the reserve block if the next block of days off are Set days.

7-AA.5. CLARIFY

<u>7-AA.5.</u>

When a Flight Attendant is worked on or into a PTO day, they may select, at their option to:

7-AA.5.a. CLARIFY

<u>7-AA.5.a.</u>

Elect to have the day restored pursuant to section 7.R. (Restoration of days off, in which case the Flight Attendant will be released from duty for the remainder of the day, but the PTO day will not be restored; or

7-AA.5.b. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 139 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>7-AA.5.b.</u>

Elect to have the PTO restored, in which case the Flight Attendant will be released for the remainder of the day but will not be eligible for a restoration of day off.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 140 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

APPENDIX A. AMEND

Appendix A – Scheduling Timeline Chronology

Calendar day	<u>Home</u> Domicile time (HDT) Local or Central	Activity
	Time 0800 Local	Rid packages upleaded
12 <u>10</u>		Bid packages uploaded
12 <u>10</u>	0800 Local	Primary bid period opens
17 <u>16</u>	0800 Local	Primary bid period closes / award begins
18 16	0800 <u>1600</u> Local	Primary award line numbers visible
18 16	1700 <u>2000</u> Local	Finalized primary award loaded
18 16	1700 <u>2000 Local</u>	Mutual trading begins
18 16	1700 <u>2000 </u> Local	Vacation relief pairings/ <u>packet</u> available
19 17	2359 Central	EOM conflicts dropped/ EOM mutual trades suspended
20 <u>18</u>	0600 Central	Self-adjustments begin
20 <u>18</u>	0800 <u>2000</u> Local	Vacation Relief bid period closes / award
21 <u>19</u>	0600 Central	Self-adjustments end
23 <u>19</u> 20	0800 -Local <u>0800</u>	Vacation relief award process ends <u>"Work With" Window opens</u>
23 <u>21</u>	stagger/brackets	Real-time trading begins
27 22	0700	Real-time trading closes
27 <u>22</u>	1500	Seniority trading begins
27 <u>22</u>	2100 <u>1200</u> Local	Real-time trading re-starts
Bid Month		
1st day 23	0001 Local	Move-up line building window starts
5th day Last day of bid month	2359 Local	Move-up line building window ends

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 141 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 142 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 8

RESERVE SCHEDULING PROCEDURES

8-B.2. DELETE

8-B.2.

A Reserve will elect her/his preference of move-up lines by indicating Domestic, International, or Either on her/his bid screen. Reserves may specify up to four (4) of their scheduled days off as protected days to be included in their move-up line of flying.

8-B.2.a.(1). NEW <u>8-B.2.a.(1).</u> <u>A Reserve shall have the ability to place full move-up line requests in preferential</u> <u>order based on pairings showing in open time.</u>

8-B.2.a.(2). NEW <u>8-B.2.a.(2).</u> <u>Full move-up line requests must contain either all international pairings or all</u> <u>domestic pairings.</u>

8-B.2.a.(3). NEW

<u>8-B.2.a.(3).</u>

Full move-up line requests must contain no less than the lineholder minimum guarantee of seventy-five hours (75:00) credited time but not exceed ninety-five hours (95:00), not to include overlap credited hours from the previous bid month. If overlap hours bring the value of the move-up line above a monthly maximum, and that request is awarded, the Flight Attendant shall be deemed to have waived that specific monthly maximum.

8-B.2.a.(4). NEW

<u>8-B.2.a.(4).</u>

Full move-up line requests shall not contain legalities unless they are waivable. If the move up line request contains a waivable legality and that request is awarded, that legality shall be considered waived.

8-B.2.b.(1). NEW <u>8-B.2.b.(1).</u> <u>If none of the full move-up line requests can be awarded because pairings are no</u> <u>longer available, The Flight Attendant's preferences shall be used to construct a</u> <u>move-up line.</u>

8-B.2.b.(2). NEW <u>8-B.2.b.(2).</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 143 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

A Flight Attendant shall have the ability to place up to ten (10) move-up preferencing requests on file in priority order.

8-B.2.b.(3). NEW <u>8-B.2.b.(3).</u> In each of the move-up preferencing requests, the Flight Attendant shall be able to select from the following criteria:

8-B.2.b.(3).(a). NEW 8-B.2.b.(3).(a). Pairing length The pairing lengths shall range from a 1-day pairing to the longest pairing in that Domicile's bid packet for the month, or any. The Flight Attendant shall be able to select more than one (1) pairing length. A move-up line where all the pairings match one or more of the preferenced pairing lengths shall be considered a match for that specific criterion, unless the Flight Attendant has indicated they are willing to accept a partial match.

8-B.2.b.(3).(b). NEW <u>8-B.2.b.(3).(b).</u> <u>Domestic, International or either.</u>

8-B.2.b.(3).(c). NEW <u>8-B.2.b.(3).(c).</u> <u>Layover city</u> <u>The Flight Attendant shall be able to select more than one (1) layover city. A moveup line where all the pairings match one or more of the preferenced layover cities <u>shall be considered a match for that specific criterion, unless the Flight Attendant has</u> <u>indicated they are willing to accept a partial match.</u></u>

8-B.2.b.(3).(d). NEW <u>8-B.2.b.(3).(d).</u> <u>Earliest Check-In</u> <u>A move-up line where all the pairings match the preferenced earliest check-in shall</u> <u>be considered a match for that specific criterion, unless the Flight Attendant has</u> <u>indicated they are willing to accept a partial match.</u>

8-B.2.b.(3).(e). NEW <u>8-B.2.b.(3).(e).</u> <u>Latest Arrival</u> <u>A move-up line where all the pairings match the preferenced latest arrival shall be</u> <u>considered a match for that specific criterion, unless the Flight Attendant has</u> indicated they are willing to accept a partial match.

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8-B.2.b.(3).(f). NEW

<u>8-B.2.b.(3).(f).</u>

<u>Equipment</u>

The Flight Attendant shall be able to select more than one (1) equipment type. if any one segment in all the pairing in a move-up line match a preferenced equipment choice, the preferenced equipment shall be considered a match for that specific criterion, unless the Flight Attendant has indicated they are willing to accept a partial match.

8-B.2.b.(3).(g). NEW

<u>8-B.2.b.(3).(g).</u> Position

The Flight Attendant shall be able to select more than one (1) position. A move-up line where all the pairings match one or more of the preferenced positions shall be considered a match for that specific criterion, unless the Flight Attendant has indicated they are willing to accept a partial match.

8-B.2.b.(3).(g). NEW 8-B.2.b.(3).(g).

Protected Days off

The Flight Attendant shall be able to select more than one (1) day off. A move-up line where all the protected days off are satisfied shall be considered a match for that specific criterion, unless the Flight Attendant has indicated that they are willing to accept a partial match.

8-B.2.b.(3).(h). NEW <u>8-B.2.b.(3).(h).</u> <u>Pairing number</u> <u>The Flight Attendant shall be able to select more than one (1) pairing number. A</u> <u>move-up line where all the pairings match one or more of the preferenced pairing</u> <u>numbers shall be considered a match for that specific criterion, unless the Flight</u> <u>Attendant has indicated they are willing to accept a partial match.</u>

8-B.2.b.(4). NEW

<u>8-B.2.b.(4).</u>

A move-up line shall be considered a match when all the criteria listed within a moveup line request are satisfied.

8-B.2.c. NEW

<u>8-B.2.c.</u>

The Flight Attendant shall indicate whether they shall be bypassed if their move-up line requests cannot be satisfied, or if they are willing to accept any move-up line.

8-B.2.d. NEW

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<u>8-B.2.d.</u>

A Flight Attendant shall have the ability to leave standing move-up line preferencing requests on file.

8-B.2.d.(1). NEW

<u>8-B.2.d.(1).</u>

Move-up line requests shall be processed based on the Flight Attendant preferencing requests for that bid month.

8-B.2.d.(2). NEW <u>8-B.2.d.(2).</u> <u>If the Flight Attendant does not have preferencing requests on file for that bid month.</u> <u>their standing preferencing requests on file shall be used.</u>

8-B.2.d.(3). NEW

<u>8-B.2.d.(3).</u>

If the Flight Attendant does not have standing preferencing requests on file for that bid month. The default assignment order shall be domestic, then international.

8-B.3. AMEND AND CLARIFY

8-B.3.

The Reserve shall be allowed to remove her/his name from the move-up list within a specified period of time established at each Base following the awarding of bids <u>at</u> any time prior to being awarded a move-up line. In addition, subsequent to the bid award a Reserve may notify Scheduling that they wish to be placed <u>place</u> themselves on the move-up list in CCS. In such instance, the Reserve(s) will be placed on the bottom of the list.

8-B.4. AMEND

8-B.4.

Additional flying remaining on the first day of the new bid month <u>after the trip trade</u> open window opens shall be placed in reserve move-up lines of flying to the extent the Company can maintain adequate reserve coverage. The Company shall make up and/or award such line(s) at each Domicile beginning on the first day of the new bid month and continuing until the 5th day of the new bid month <u>last day of the old bid</u> month. Reserves on the move-up list will be contacted <u>will be awarded move-up</u> <u>lines based on their preferences</u> in seniority order as lines open up <u>and will be</u> notified electronically by an email at their United email address as well as by a priority CCS message. If awarded a move up line that contains a pairing within the following twenty-four (24) hours, or if the Flight Attendant is on vacation or days off prior to their first pairing, the Company will contact them by phone to advise of the move up line award. Calls to advise Flight Attendants shall only be made during regular business hours Home Domicile Time. If all the protected day(s) specified by the Reserve cannot be accommodated, such Reserve will be bypassed and remain

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on the move-up list in seniority order until such protected day(s) can be provided. A Reserve who indicates no protected day(s) off, or whose protected day(s) has been satisfied, must accept such assignment. If more than one (1) line is available, the Reserve may be offered a choice of lines.

8-B.5. DELETE

8-B.5.

A Reserve Flight Attendant who stands reserve for at least one day in a schedule month and is moved into a line of flying for the remainder of the schedule month, as provided in this Paragraph 8-B. will be guaranteed the greater of the value of any Reserve availability day(s) and/or the value of any trips flown as a Reserve, plus the credited value of the move-up line.

8-C.1. AMEND

8-C.1.

All Reserves, including those in international domiciles, shall be grouped based on their number of days of availability. Reserves shall be classified as having 1-day, 2-day, 3-day, 4-day or more days of availability in accordance with their number of "on schedule" days remaining before their next scheduled days off. Reserves in an LQ sub-Base (LQB) Flight Attendants awarded a language qualified reserve lines for the month shall be grouped within their primary language. Reserves in an Flight Attendants filling FSL International Purser sub-Base reserve lines will be grouped within their sub-Base qualification.

8-C.2. CLARIFY

8-C.2.

Within each group, Reserves shall be placed in credited flight time accrued (TMAC) order, with first-in-first-out (FIFO) order, then the higher and then seniority as the tiebreaker pursuant to Paragraph 4. below, if necessary. At the beginning of each bid month, in order to establish the Reserve availability lists, Reserves shall be placed in FIFO order, based on the scheduled arrival time of their last previous pairing(s). In the case of the same scheduled arrival time, the Reserves shall be placed on the availability list in inverse order of seniority, the most junior Reserve at the top of the list seniority shall be used as the tiebreaker pursuant to Paragraph 4. below.

8-C.4. NEW <u>8-C.4.</u> When seniority is used as the tiebreaker for FIFO, the following shall apply:

8-C.4.a. NEW <u>8-C.4.a.</u> <u>The senior Flight Attendant shall be placed on the list first for:</u> <u>The Reserve Preferencing list match</u> <u>The Ready Reserve Preferencing list(s) (RTF, RSB, RMF, RV1 AND RV2)</u>

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8-C.4.b. NEW <u>8-C.4.b.</u> <u>The junior Flight Attendant shall be placed on the list first for:</u> <u>The Reserve Preferencing list no-match/no preferences on file</u> <u>The regular Ready Reserve list and RNP</u> <u>The Reserve Preferencing system cleanup list</u>

8-C.4.c. NEW

<u>8-C.4.c.</u>

The two (2) time accrued lists delineated in Paragraphs a. and b. above shall be displayed separately on CCS.

8-D.2. AMEND

8-D.2.

Open positions with check-in times between 0500 and 2400 in the 24-hour period beginning at 0500 the following morning shall be assigned to Reserves according to their 1-, 2-, 3-, 4- or more day classifications in time accrued order and qualification.

8-D.3. CLARIFY

<u>8-D.3.a.</u>

Assignments in Open Flying Time, including standby positions shall be listed in order, based on check-in time, starting with the earliest check-in. If two assignments have the same check-in time, the assignment with the highest credited flight time shall be listed first.

8-D.3.b. CLARIFY

<u>8-D.3.b.</u>

Reserve Time shall display assignments in Open Time and standby positions listed in order, based on check-in time, starting with the earliest check-in through the next calendar day. If two assignments have the same check-in time, the assignment with the highest credited flight time shall be listed first.

8-D.4.d.(1). DELETE 8-D.4.d.(1). Co-terminal;

8-D.5.a. CLARIFY

<u>8-D.5.a.</u>

No earlier than one (1) hour prior to the start of the Reserve Preferencing window, <u>At</u> <u>1500,</u> the list of assignments in Open Flying Time will be captured and considered frozen. To be frozen, pairings must be in Open Time for a minimum of one (1) hour.

8-D.9.a. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 148 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8-D.9.a.

Qualified FSL International Purser positions shall be filled utilizing preferencing among those qualified Flight Attendants filling International Purser reserve lines for that bid month.

8-D.9.b. CLARIFY

8-D.9.b.

Language Qualified positions in a specific language shall be filled utilizing preferencing among those qualified in the primary language in that month Flight Attendants filling language qualified reserve lines in that primary language for that bid month.

8-D.10.f. CLARIFY

8-D.10.f.

In the event of a system failure or a major disruption to the integrity of the operation, the Company shall be allowed to process Reserve assignments in flight time accrued (TMAC) order with first-in-first-out (FIFO) order, then the higher seniority as the tiebreaker with the junior Flight Attendant assigned first, if necessary.

8-D.11.a. AMEND AND CLARIFY

<u>8-D.11.a.</u>

Release to check-in: Reserves assigned as part of the Reserve Preferencing shall be released to check-in and shall not be subject to displacement from the pairing by a Lineholder per Section 7-I.12.

8-D.11.b. NEW

<u>8-D.11.b.</u>

A Flight Attendant who is on ready reserve for the day and has been assigned as part of the Reserve Preferencing and has been released to check-in shall also be automatically released for the remainder of that day.

8-E.1.a. AMEND

8-E.1.a.

Reserves who are not assigned within the Reserve Preferencing system may be either released from contact for the following day or assigned to the Ready Reserve list for the following day where they shall be placed in appropriate time accrued order in accordance with Paragraph 8-C. above. Excess Reserves will be released when the number of Reserves still available is equal to or greater than the projected number of Flight Attendants needed for the following day. If released, Reserves shall be so advised by the communications system referred to in Paragraph 8-F. below. If only a portion of the Ready Reserves can be released, they shall be those at the bottom of the respective time accrued list.

8-E.1.b. NEW

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<u>8-E.1.b.</u>

Excess Reserves may be released when the number of Reserves still available is equal to or greater than the projected number of Flight Attendants needed for the following day.

8-E.1.c. NEW

<u>8-E.1.c.</u>

Notwithstanding 8.E.1.b. above, when the net number of Reserves Available (NET) is greater than one hundred and ten percent (110%) of the number of Reserves Needed Minimum level (LVL), based on the Reserve Pool numbers, those Reserves in excess of one hundred and ten percent (110%) shall be released.

8-E.2. AMEND

8-E.2.

Reserves who do not receive an assignment as part of Reserve Preferencing may receive an assignment as part of a process to assign pairings which become available after Reserve Preferencing that have not been picked up by a Lineholder. Reserves who receive an assignment as part of Post- Preferencing Assignment (or daily processing as specified in Paragraph 8-G. below) are subject to displacement by a Lineholder as specified in Section 7-I.12. until fifteen hours (15:00) prior to check-in of the pairing. At fifteen hours (15:00) prior to check-in such Reserve shall be released to check-in and shall not be subject to displacement by a Lineholder.

8-F.1. AMEND

8-F.1.

Assignments for Reserves shall be made available by an automated communication system accessible by telephone, no later than <u>1930</u> <u>1730</u> hours. All Reserves scheduled to be available the following day (except those currently working a pairing) must ascertain and acknowledge their assignment by utilizing the automated means provided by the Company between <u>1930</u> <u>1730</u> and 2400. (Automated communication means shall be used to obtain reserve assignments.) Assignment information on the automated communication system shall identify the Reserve Flight Attendant by file number and the appropriate assignment which shall include the pairing number. In addition to the automated communication system Flight Attendants shall be able to receive and acknowledge assignments online. These assignments will be to one of the following:

8-F.1.d. CLARIFY

8-F.1.d.

Reserve Flight Attendants who are given an assignment via the automated communication system will be given the pairing number, check-in time, termination time and date, and the open position(s) on the pairing. If the pairing is not contained in the monthly bid schedules, the Company will make available provide the information regarding the complete assignment including layover points, hotel

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and hotel telephone number, length of layover, length of duty day and scheduled return to Base.

8-F.4.a. AMEND

8-F.4.a.

If she/he calls off sick leave prior to 1600, she/he will be given an assignment through the preferencing system via the 1930 <u>1730</u> automated communication system and online system;

8-F.4.b. AMEND

8-F.4.b.

If she/he calls off sick leave between 1600 and 1930 <u>1730</u>, she/ he will be given an assignment via the 1930 automated communication system and online system;

8-F.4.c. AMEND

8-F.4.c.

If she/he calls off sick leave after 1930 1730 and up to 2400, an assignment will be given to her/him at the time of the call;

8-G.1. AMEND

8-G.1.

Ready Reserves shall be subject to call at any time <u>within their Reserve Availability</u> <u>Period (RAP)</u>. They shall also be classified in accordance with above Paragraph 8-C. These assignments shall be made as soon as practical <u>in accordance with Section</u> <u>8.K.</u> and shall include layover hotel and telephone number if assigned to a pairing not published in the monthly bid packet. Every attempt shall be made to assign a Ready Reserve at least three hours (3:00) four hours (4:00) prior to report for duty.

8-G.2.a. CLARIFY 8-G.2.a. Standby Reserve (<u>RSB);</u>

8-G.2.b. CLARIFY 8-G.2.b. Minimum Flying <u>(RMF);</u> or

8-G.2.c. AMEND AND CLARIFY 8-G.2.c. Maximum Flying (<u>RTF)</u>, which will represent an automatic opt to over one hundred and five (105) one hundred (100) hours for the applicable month; or

8-G.2.d. CLARIFY8-G.2.d.Volunteering to be assigned into the first day off (RV1); or

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8-G.2.e. CLARIFY 8-G.2.e. Volunteering to be assigned into more than the first day off <u>(RV2);</u> or

8-G.2.f. CLARIFY 8-G.2.f. No preference (<u>RNP).</u>

8-G.3. CLARIFY

<u>8-G.3.</u>

The Company will honor Ready Reserve preferences subject to the (1) application of all other Reserve assignment rules (e.g. within classification, time accrued within preference), and (2) the preferences not creating a time accrued imbalance problem.

8-G.4. NEW 8-G.4. RESERVE AVAILABILITY PERIOD (RAP)

8-G.4.a. NEW <u>8-G.4.a.</u> <u>There shall be no less than two (2) but no more than four (4) scheduled RAPs in a-</u> <u>calendar day.</u>

8-G.4.b. NEW

8-G.4.b.

The Company shall publish the start time for each RAP for the following bid period in the bid packet for each base. All RAP shall begin on the hour. The availability window for each RAP shall be twelve (12) hours. A Ready Reserve shall be automatically released at the end of their assigned RAP if they are not given an assignment. A Ready Reserve shall be automatically released from duty at 1600 Home Domicile time, regardless of RAP, prior to day off or a day without Company obligation, unless prior assignment has been made.

8-G.4.c. NEW

<u>8-G.4.c.</u>

A Ready reserve shall not be required to be contactable outside of their RAP.

8-G.4.d. NEW <u>8-G.4.d.</u> <u>A Ready Reserve shall only be assigned open pairings with check-in time no more</u> <u>than two (2) hours after the end of the RAP.</u>

8-G.4.e. NEW <u>8-G.4.e.</u>

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<u>A Ready Reserve shall only be assigned a standby period that is scheduled to</u> terminate no more than two (2) hours after the end of the RAP.

8-G.4.f. NEW

<u>8-G.4.f.</u>

<u>Reserve shall be able to indicate preferences, in order, for Reserve Availability</u> <u>Periods before 1400 hours, for the following calendar day, including requesting a full</u> <u>day of availability.</u>

8-G.4.g NEW

<u>8-G.4.g</u>

Flight Attendants shall be able to leave a standing preference bid for RAPs. The standing bid shall be used if the Reserve does not have a daily RAP preference bid on file.

8-G.4.h. NEW

<u>8-G.4.h.</u>

All Reserves converted to ready reserve on a specific day shall be assigned to RAPs in seniority order, based on their indicated preference.

8-G.4.i. NEW

<u>8-G.4.i.</u>

Only those Reserves who have no RAP preference on file, daily or standing. or have preferenced 24-hour availability, will be assigned to 24-hour availability for the day.

8-G.4.j. NEW

<u>8-G.4.j.</u>

No more than fifty percent (50%) of all Reserves converted to ready reserve on a specific day shall be assigned to one (1) RAP.

8-G.4.k. NEW <u>8-G.4.k.</u> There must a minimum of two (2) hours between the starts of different RAPs.

8-G.4.I. NEW

<u>8-G.4.I.</u>

The Local Union Schedule Committee may recommend RAP sequences or the bid month which shall be utilized unless Inflight Scheduling can demonstrate that they will result in a need for additional Reserves.

8-H.1. CLARIFY

8-H.1.

Standby Reserve assignments may be made as part of the Reserve Preferencing window or to Ready Reserves when the assignment is made. Standby Reserve pay

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and credit will be given if specifically assigned as Standby Reserves or reassigned to Standby Reserve after arrival at the airport <u>per Section 8-N.</u> Standby Reserves should be assigned to the first available open pairing for which they are qualified not previously assigned when they are no longer needed as Standbys. Flight Attendants required to report to the airport and not assigned a pairing shall be released from duty to begin her/his legal rest.

8-H.3. DELETE

8-H.3.

During her/his probationary period, a Reserve may be assigned to a pairing(s) on four (4) occasions out of time accrued order for the purpose of accomplishing inflight observations and/or training.

8-H.4. CLARIFY

8-H.4. AVAILABILITY FOLLOWING DAYS OFF

A Reserve must be available for call at 0001 and shall be required to report for duty at 0400 or later, local <u>Home</u> Domicile time, on the day following days off <u>or a day free</u> <u>from Company obligations</u>, <u>such as</u> vacation, personal drop, Union business, DIF, <u>sick leave</u> or day at a time vacation.

8-H.5. AMEND

8-H.5.

Open positions with check-in times between 0001 and 0459, inclusive, <u>that have</u> <u>become open after the Reserve Preferencing window</u>, will be assigned to Ready Reserves in compliance with Paragraph K.1. below. <u>These Reserves must be</u> <u>scheduled a minimum of eighteen hours (18:00) legal rest on an actual basis prior to</u> <u>report.</u>

8-H.6. AMEND

8-H.6. AVAILABILITY ON THE LAST DAY OF THE MONTH

A Flight Attendant who is going on Reserve shall be available at 2000 0001 for assignment to pairings departing after midnight that report for duty at 0400 or later, Home Domicile time. A Flight Attendant going off Reserve may be assigned to pairings departing before midnight.

8-H.8.c. CLARIFY

8-H.8.c. THE CHRISTMAS WISH LIST (CWL)

At Christmas for three (3) days preceding and two (2) days following the holiday, Reserve Flight Attendants may indicate their choices for these days through the automated means provided by the Company. Whenever possible, Reserves shall be assigned pairings so that they may have the opportunity to be where they wish on this holiday in the order of their seniority.

8-H.8.c.(1). CLARIFY

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<u>8-H.8.c.(1).</u>

Reserve Flight Attendants may preference up to four (4) layover stations where they want to layover on the holiday. If legal and available requests shall be awarded in seniority order.

8-H.8.c.(2). CLARIFY <u>8-H.8.c.(2).</u> <u>Prior to the Reserve Preferencing Window, Crew Scheduling will process the CWL.</u>

8-H.8.c.(3). CLARIFY

<u>8-H.8.c.(3).</u>

Starting at 1200 and concluding at 1445 Home Domicile time on the day prior, assignments shall be made by matching the available Reserves with open pairings according to their Christmas Wish List layover choices. If any of the listed choices are available, the most senior, legal Reserve requesting that layover will be awarded the trip.

8-H.8.c.(4). CLARIFY <u>8-H.8.c.(4).</u> <u>Crew Scheduling will process the Open Trip file in the manner delineated above and</u> grant as many wishes as possible

8-H.8.c.(5). CLARIFY

<u>8-H.8.c.(5).</u>

Once all possible CWL requests have been awarded, Crew Scheduling will create a record of all granted CWL requests and will return to the daily reserve assignment procedures without further consideration of CWL requests for the assignment day.

8-H.8.d. DELETE

8-H.8.d.

Whenever, in the opinion of the Company, open pairing coverage can be more effectively covered.

8-H.9. CLARIFY

8-H.9.

Except to avoid drafting, a Reserve shall be given only one (1) pairing assignment in a duty period <u>in accordance with Section 8.I.3.b</u>.

8-H.9.a. NEW

<u>8-H.9.a.</u>

When the inbound Reserve's pairing is modified, Crew Scheduling shall indicate in the pairing's remark section that it is done to avoid drafting.

8-H.9.b. NEW

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<u>8-H.9.b.</u>

This procedure may not be used more than one (1) time per reserve assignment.

8-H.9.c. NEW

<u>8-H.9.c.</u>

The Reserve shall receive five hours (5:00) pay including International Purser/Purser, galley and language if applicable for pay purposes only.

8-H.9.d. NEW

<u>8-H.9.d.</u>

If the second assignment is scheduled to terminate more than two hours (2:00) after the original scheduled arrival time of the original assignment, the Reserve shall receive Late Arrival Pay of \$20.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip. Late Arrival Pay may not be reduced or offset.

8-H.9.e. CLARIFY

8-H.9.e.

A list of Reserves who have been given a second assignment and the associated pairing shall be included in the reports delineated in Section 30.I.6. and 30.L.1.b.

8-H.10. AMEND

8-H.10.

The Company will not assign a Reserve in the geographic Base not filling the required special qualification reserve line for that bid month to a special qualification pairing in the special qualification sub-Base if there is a Reserve with the special qualification sub-Base filling a reserve line for that special qualification who is legal and available to be assigned and able to report in accordance with the call-out procedures set forth in Paragraph 8-K.2. below (including any Ready Reserve or Standby Reserve).

8-H.11. NEW

8.H.11. PICKING UP OPEN TIME FOLLOWING DAYS OFF

8-H.11.a. NEW

<u>8-H.11.a.</u>

Between 1300 and 1400 on the last day off before a block of days of availability, A Reserve shall have the ability to pick up a pairing from Open Time that departs on the following day.

8-H.11.b. NEW

<u>8-H.11.b.</u>

The pick-up process shall be automated and occur on a first-come-first-serve instant basis.

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8-H.11.c. NEW <u>8-H.11.c.</u> The pairing must have a check-in of 0800 or earlier.

8-H.11.d.(1). NEW

<u>8-H.11.d.(1).</u>

The pairing picked up must match the Reserve's days of availability classification unless there are no trips in Open Time meeting the criteria.

8-H.11.d.(2). NEW

<u>8-H.11.d.(2).</u>

If there are no pairings matching the Reserve's days of availability classification, then the Reserve shall be allowed to pick up a pairing of the first lower-day classification that contains a pairing.

Example 1:

Reserve A is on the 3-day list. The Reserve can pick up a 3-day pairing.

Example 2:

Reserve B is on 4-day or more list, the Reserve can pick up a 4-day pairing, or even a 5-day pairing if they have 5 or 6 days of availability.

Example 3:

Reserve C is on the 3-day list. There are no 3-day pairing in Open Time. Reserve C can pick up a 2-day pairing from Open Time.

Example 4:

Reserve D is on 4-day or more list and has a block of five (5) days of availability. There are no 4-day or 5-day pairings in Open Time. Reserve D can pick up a 3-day pairing from Open Time.

Example 5:

Reserve E is on 4-day or more list and has a block of only four (4) days of availability. There are no 4-day pairings, but there are 5-day and 6-day pairings in Open Time. Reserve E can pick up a 3-day pairing from Open Time.

Example 6:

Reserve F is on 4-day or more list and has a block of four (4) days of availability. There are no 3-day, 4-day, 5-day or 6-day pairings in Open Time. There are 2-day and 1-day pairings in Open Time. Reserve F can pick up a 2-day pairing from Open Time.

8-H.12. NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 157 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8.H.12. PICKING UP OPEN TIME FOLLOWING RELEASE FROM STANDBY

8-H.12.a. NEW

<u>8-H.12.a.</u>

For a duration of one (1) hour following release from standby without an assignment, A Reserve shall have the ability to pick up a pairing from Open Time that departs on the following day.

8-H.12.b. NEW <u>8-H.12.b.</u> <u>The Release from standby must occur after the conclusion of the preferencing</u> window but no later than 2000.

8-H.12.c. NEW

<u>8-H.12.c.</u>

The pick-up process shall be automated and occur on a first-come-first-serve instant basis.

8-H.12.d. NEW <u>8-H.12.d.</u> The pairing must have a check-in of 0800 or earlier.

8-H.12.e.(1). NEW

<u>8-H.12.e.(1).</u>

The pairing picked up must match the Reserve's days of availability classification, unless there are no trips in Open Time meeting the criteria.

8-H.12.e.(2). NEW

<u>8-H.12.e.(2).</u>

If there are no pairings matching the Reserve's days of availability classification, then the Reserve shall be allowed to pick up a pairing of in the first lower-day classification that contains a pairing.

Example 1:

Reserve A is on the 3-day list. The Reserve can pick up a 3-day pairing.

Example 2:

<u>Reserve B is on 4-day or more list, the Reserve can pick up a 4-day pairing, or even</u> <u>a 5-day pairing if they have 5 or 6 days of availability.</u>

Example 3:

Reserve C is on the 3-day list. There are no 3-day pairing in Open Time. Reserve C can pick up a 2-day pairing from Open Time.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 158 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Example 4:

Reserve D is on 4-day or more list and has a block of five (5) days of availability. There are no 4-day or 5-day pairings in Open Time. Reserve D can pick up a 3-day pairing from Open Time.

Example 5:

Reserve E is on 4-day or more list and has a block of only four (4) days of availability. There are no 4-day pairings, but there are 5-day and 6-day pairings in Open Time. Reserve E can pick up a 3-day pairing from Open Time.

Example 6:

Reserve F is on 4-day or more list and has a block of four (4) days of availability. There are no 3-day, 4-day, 5-day or 6-day pairings in Open Time. There are 2-day and 1-day pairings in Open Time. Reserve F can pick up a 2-day pairing from Open Time.

8-I.1.a. AMEND

<u>8-I.1.a.(1)</u>

A Reserve shall be relieved of all duties for twelve (12) calendar days in a <u>30-day</u> bid month <u>and thirteen (13) calendar days in a 31-day bid month</u> at her/his home Domicile.

8-I.1.b. DELETE

8-I.1.b.

One block of at least four (4) days off on a Reserve line will be designated as "Set" unless the line has no blocks of four (4) or more days off, in which case the largest block of days off will be Set, e.g. if the largest block of days off in the Reserve line is three (3) days, a three (3) day block will be Set.

8-I.1.c. DELETE

8-I.1.c.

Notwithstanding Paragraph 8-I.1.b. above, no block of seven (7) or more days off may be designated as Set days.

8-I.1.d. AMEND

8-I.1.d.

Under no circumstances may a Reserve be assigned into her/his Set block of days off. <u>A Reserve shall not be assigned into days off unless they have volunteered to</u> do so.

8-I.1.e. DELETE

8-I.1.e.

A day in a Set block of days off that is traded will no longer be Set unless it is placed at the end of a block of Set days.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 159 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8-I.1.f. DELETE

8-I.1.f.

In blocks of days off other than the Set block of days off listed in Paragraph 8-I.1.b. above, a Reserve may be assigned into her/his first day off as follows:

8-I.1.f.(1). AMEND

8-I.1.f.(1).

The Company will not assign a Reserve <u>who has volunteered to work</u> into her/his day(s) off if there is another Reserve in the Base who is legal and available to be assigned and able to report in accordance with the call-out procedures set forth in Paragraph 8-K.2. below (including any Ready Reserve or Standby Reserve.)

8-I.1.f.(2). AMEND

8-I.1.f.(2).

A Reserve may be assigned into the first day off in a block of days off in the following order: by volunteering to be assigned into their first day off (RV1).

8-I.1.f.(2).(a). DELETE 8-I.1.f.(2).(a). Reserves volunteering to be assigned into their first day off;

8-I.1.f.(2).(b). DELETE 8-I.1.f.(2).(b).

A Reserve in time accrued order who will be assigned into her/his first day off.

8-I.1.f.(3). AMEND

8-I.1.f.(3).

When a Reserve is assigned to work into her/his first day off in the block, whether voluntary or involuntary, she/he will be paid <u>the greater of</u> five hours (5:00) <u>or half the value of the pairing credit</u> of <u>as</u> add pay.

8-I.1.g. AMEND

8-I.1.g.

In blocks of days off other than the Set block of days off listed in Paragraph 8-I.1.b. above, assignments for more than the first day off in a block of days off will be as follows:

<u>A Reserve may be assigned into two (2) or three (3) days off in a block of days off by</u> volunteering to be assigned into more than one (1) day off (RV2).

8-I.1.g.(1). AMEND

8-l.1.g.(1).

The Company will not assign a Reserve who has volunteered to work into her/his day(s) off if there is another Reserve in the Base who is legal and available to be

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 160 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

assigned and able to report in accordance with the call-out procedures set forth in Paragraph 8-K.2., below (including any Ready Reserve or Standby Reserve.)

8-I.1.g.(2). DELETE

8-l.1.g.(2).

Assignments into the second or third days off will be pursuant to the order of assignment in Section 7.S. The order of assignment among Reserves covered by Section 7.S.6. shall be as follows:

8-I.1.g.(2).a. DELETE 8-I.1.g.(2).a. Reserves volunteering to be assigned into two (2) or more days in a block of days

8-I.1.g.(2).b. DELETE

8-I.1.g.(2).b.

off.

A Reserve in time accrued order who will be assigned into two (2) or more days in a block of days off.

8-I.1.g.(3). AMEND AND CLARIFY

8-l.1.g.(3).

When a Reserve is assigned to work into two (2) or more three (3) days in a block of days off, whether voluntary or involuntary, in addition to her/his regular pay, she/he will receive add pay equal to the actual value of the trip she/he flies.

8-I.1.h.(1). DELETE

8-1.1.h.(1).

The Company may assign a Reserve Flight Service Leader into days off prior to an available non-FSL Qualified Reserve for an FSL pairing.

8-I.1.h.(2). DELETE

8-I.1.h.(2).

The Company may only assign a Reserve in a special qualification sub-Base to a non-special qualification pairing in the geographic Base if there is no legal and available Reserve in the Base who can be assigned without assigning into her/his day(s) off and who is able to report in accordance with the call-out procedures set forth in Paragraph 8-K.2. below (including any Ready Reserve or Standby Reserve). The special qualification Reserve will receive special qualification pay for the assignment.

8-I.1.h.(3). DELETE

8-I.1.h.(3).

The Company may assign a Language Qualified Reserve into the first day off for a language qualified pairing for which she/he is qualified prior to an available, non-

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qualified Reserve. The Company may not assign an LQ Reserve into her/his second or more days off in the block based solely on her/his language qualification if there is an available non-qualified Reserve in the Base who is legal and available.

8-I.1.i.(1). AMEND

8-I.1.i.(1).

When a Reserve is reassigned into a day(s) off, the day(s) off will be restored at the end of the block of days off; or

When a Reserve works past midnight on or into a day off, they, at their option may choose to:

Have the restoration of day(s) off handled pursuant to Section 7.R., or Have the day(s) restored at the end of the block of days off.

8-I.1.i.(2). AMEND AND CLARIFY

8-I.1.i.(2).

Notwithstanding above Paragraph 8-I.1.a. above and Section 6.Q.1.b., if the day(s) off are at the end of the month and there are no days available to restore, the Flight <u>Attendant will have the option to have the day(s)</u> they will be restored on the next Reserve availability days in the following month if the Flight Attendant is on Reserve, or <u>have</u> the day(s) off will be restored according to Section 7.R., Restoration of Days Off for Lineholders. The Company may not make assignments that would require more than two (2) days to be restored in the following month under the terms of this Paragraph.

8-I.1.i.(3). DELETE 8-I.1.i.(3). A Reserve may not be assigned into a day(s) off that has been restored.

8-I.1.j.(1). CLARIFY

<u>8-I.1.j.(1).</u>

At its discretion, the Company may build Reserve lines with up to sixteen (16) calendar days off in a month, subject to a proportionate reduction in guarantee.

8-I.1.j.(2). NEW

<u>8-I.1.j.(2).</u>

Notwithstanding Paragraph (1). above, when the number of Reserves exceed twenty-five percent (25%) of the active base population, Reserve lines with more days off than the applicable minimum of twelve (12) or thirteen (13) days off shall be built and awarded for the number of positions above twenty-five (25%).

8-I.1.k. AMEND AND CLARIFY

8-I.1.k.

The manner in which these days off are sequenced will be determined by each Domicile except that such sequences must provide for at least one (1) calendar day

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 162 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

off during any seven (7) consecutive days, <u>unless necessary under Paragraph n.</u> <u>below to cover international pairings of more than six (6) days</u>. The Local Union Schedule Committee may recommend sequences of Reserve days off which normally will be utilized if <u>unless Inflight Scheduling can demonstrate that</u> they will do not result in a need for additional Reserves or, in the opinion of Inflight Scheduling, create or compound a potential coverage problem. Such days off shall be assigned prior to the beginning of each month and shall be shown on her/his schedule for the month.

8-I.1.I. CLARIFY

8-I.1.I.

No later than three (3) days prior to the schedule change, a Reserve who was assigned a line with the number of days off exceeding the monthly applicable minimum may, at her/ his option, contact Crew Scheduling to be assigned additional days of availability and have her/his Reserve guarantee adjusted. Crew Scheduling shall add days of availability to restore the Reserve's minimum days off, per Paragraph 8-I.1.a. above. Crew Scheduling shall consider the Flight Attendant's preference as to which day(s) of availability to restore. The Local Union Schedule Committee may recommend which days of availability may be restored in each reserve line. These recommendations will be utilized unless Inflight Scheduling can demonstrate that they will result in a need for additional Reserves.

8-I.1.m.(1). NEW

<u>8-I.1.m.(1).</u>

When a Reserve has an assignment that carries into their first day off past midnight, they shall be paid the greater of five hours (5:00) or half the value of the pairing credit of as add pay.

8-I.1.m.(2). NEW

<u>8-I.1.m.(2).</u>

When a Reserve has an assignment that carries into more than one (1) day off, in addition to their regular pay, they shall receive add pay equal to the actual value of the trip they fly.

8-I.2.e. CLARIFY

<u>8-I.2.e.</u>

In the event a Reserve Flight Attendant is assigned to an International pairing of more than six (6) days in duration, the One in Seven limitation will be met by providing one (1) twenty-four (24) hour period free from duty at an away from Domicile point, provided that:

8-I.2.e.(1). CLARIFY <u>8-I.2.e.(1).</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 163 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The International pairing to which the Reserve Flight Attendant is to be assigned was included in the pairings available for bid for that month or is an additional position on a pairing available for bid for that month.

8-I.3.b.(1). CLARIFY

8-I.3.b.(1).

The Reserve's legal rest will commence as specified in Section 6-R.9. or 6-R.10.b., 6.R.10 or 6.R.11.

8-I.3.b.(1).(a). CLARIFY 8-I.3.b.(1).(a). When blocking in electronically, the Reserve will be required to acknowledge the following message displayed in the CCS Reserve Block In page: "Reserve Block In - Released; You are released to legal rest".

8-I.3.b.(2). CLARIFY

8-I.3.b.(2).

The Reserve will be given a second assignment within the same duty period to avoid drafting, or.

8-I.3.b.(2).(a). CLARIFY

8-1.3.b.(2).(a).

When attempting to block in electronically, the Reserve will be required to acknowledge the pairing modification and will not be able to block in until the debrief time of the updated arrival flight segment, or will be required to acknowledge the following message displayed in the CCS Reserve Block In page: "Reserve Block In - Call; Please call Crew Scheduling".

8-I.3.b.(3).(a). CLARIFY 8-I.3.b.(3).(a).

When attempting to block in electronically, the Reserve will be required to acknowledge the new pairing before being able to complete blocking in, or will be required to acknowledge the following message displayed in the CCS Reserve Block In page: "Reserve Block In - Call; Please call Crew Scheduling".

8-1.3.c. CLARIFY

8-I.3.c.

Upon release to crew rest, Scheduling will only contact a Reserve during the last hour of the crew rest period at home Base. If the Company contacts Flight Attendants before the last hour of the rest period, the Company shall restart the rest period from the point at which the improper contact was made.

8-1.3.d. NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 164 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>8-I.3.d.</u>

Notwithstanding Paragraph 2. above or unless greater rest is required, eighteen (18) hours free from duty at the home Domicile shall constitute the minimum legal rest for Reserves under the following conditions:

8-I.3.d.(1). NEW <u>8-I.3.d.(1).</u> <u>Before or after a duty period with red-eye flight;</u>

8-I.3.d.(2). NEW <u>8-I.3.d.(2).</u> Before and after a High Value Trip (HVT);

8-I.3.d.(2). NEW

<u>8-I.3.d.(2).</u>

Before reporting for assignments with check-in times between 0001 and 0459, inclusive, for the following day

8-I.4. NEW

<u>8-I.4.</u>

The Company shall assign language qualified pairings only to Flight Attendants filling a reserve line in that required language.

8-I.5. CLARIFY

<u>8-I.5.</u>

The Company may only assign a Reserve filling a special qualification reserve line for that bid month to a non-special qualification pairing if there is no legal and available Reserve in the Base who is able to report in accordance with the call-out procedures set forth in Paragraph 8-K.2. below (including any Ready Reserve or Standby Reserve). The special qualification Reserve will receive special qualification pay for the assignment.

8-J. AMEND

8-J. TRADING <u>RESERVE</u> DAYS OFF AND PAIRINGS

8-J.1. AMEND

8-J.1.

A Reserve may only trade a day off a reserve day(s) of availability with another Reserve in her/his Base or, when applicable her/his qualification sub-Base with a Flight Attendant filling a reserve line with the same qualification.

8-J.1.a. AMEND AND CLARIFY 8-J.1.a.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 165 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Trades may be done anytime during the month, however, the request must be made at least one (1) calendar day local <u>Home Domicile</u> time prior to the <u>first reserve</u> day to be traded.

8-J.1.b. AMEND

8-J.1.b.

Throughout the month Reserves may trade an unlimited number of <u>reserve</u> days off with the Reserve availability pool within their own line ("Self-Trade") based on <u>Reserve Coverage.</u>

8-J.1.c. AMEND AND CLARIFY

8-J.1.c.

Reserves must maintain availability for the shortest trip in their Base Base's monthly bid packet -or three (3) days, whichever is greater.

8-J.1.d. AMEND AND CLARIFY

8-J.1.d.

Minimum Reserve coverage will be determined by Scheduling <u>per Section 7.N.</u> Reserve pool trades <u>Self-Trades</u> will start with the trip trading window(s) window.

8-J.1.d.(1). NEW

<u>8-J.1.d.(1).</u>

Reserve Self-Trades involving days which are blocked due to minimum reserve coverage shall abide by the rules of section 7.N. ("Trip trades involving trips having days which are blocked due to minimum staffing requirements"), with individual reserve days treated like one-day pairings for the purpose of Reserve Coverage calculations. Self-Trades may only be for the same number of reserve days.

Example:

Date:	<u>7th</u>	<u>8th</u>	<u>19th</u>	<u>20th</u>
<u>NET:</u>	<u>98</u>	<u>104</u>	<u>97</u>	<u>107</u>
<u>LVL:</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>110</u>
TOT:	<u>-2</u>	<u>+4</u>	<u>-3</u>	<u>-3</u>

Flight Attendant A is attempting to drop reserve days on the 8th and on the 19th and pick up reserve days on the 7th and on the 20th. The cumulative Reserve Coverage for the 8th and the 19th is +1 (+4-3). The cumulative Reserve Coverage for the 7th and the 20th is -5 (-2-3). The cumulative Reserve Coverage for the reserve days being dropped is greater than the cumulative Reserve Coverage for the reserve days being picked up.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 166 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The reserve day on the 8th is not lower than the 7th, and 19th is only 1 lower than the 7th. The trade is acceptable under 7.N.5.a. The reserve day on the 8th is not lower than the 20th, and 19th is not lower than the 20th. The trade is acceptable under 7.N.5.b.

8-J.1.d.(2). NEW

<u>8-J.1.d.(2).</u>

Notwithstanding Paragraph (1). above, Self-trades will be awarded regardless of minimum Reserve Coverage, up to a daily allocation of no less than five percent (5%) of the base total active reserve population, rounded up. Once a daily allocation has been reached, trades will proceed based on Reserve Coverage pursuant to Section 7.1.17., and 7.N. The daily allocations shall be published with the Pool Values on the Electronic Bulletin Board.

8-J.1.f. NEW

<u>8-J.1.f.</u>

Reserve trades between Flight Attendants involving more than two (2) Flight Attendants shall be allowed.

8-J.2.a. AMEND

<u>8-J.2.a.</u>

Once a Reserve has been assigned a pairing, she/he shall have the ability to trade with another Flight Attendant <u>a Lineholder</u> for a pairing: (i) of the same number of days; (ii) departing on the same day; and (iii) if the trade is between a Reserve and a Lineholder, the pairing credit time cannot differ by more than two (2) hours and. <u>A</u> a Reserve who picks up additional time will be considered to have opted to over one hundred and five (105) <u>one hundred (100)</u> hours for the applicable month.

8-J.2.b. NEW

<u>8-J.2.b.</u>

Once a Reserve has been assigned a pairing, including a standby pairing, they shall have the ability to trade with another Reserve for a pairing reporting on the same day, as long as both Reserves have enough days of availability to cover each other's pairing. If the trade results in vacated days of availability because of unequal pairing lengths, those days of availability shall be restored.

8-J.4.a. NEW

<u>8-J.4.a.</u>

When a Reserve does a Partial Personal Drop pursuant to Section 7.M., the reserve minimum guarantee will only be reduced by the value of days of availability that are fully vacated.

8-J.4.b. NEW <u>8-J.4.b.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 167 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

When a Reserve does a Partial Trade pursuant to Section 7.I., the reserve minimum guarantee will only be reduced by the value of days of availability that are fully vacated.

8-K.1. AMEND AND CLARIFY

8-K.1.

A <u>Ready</u> Reserve shall be given fifteen (15) hours' notice at the Domicile point before departure <u>check-in</u> time except that when the need for a Reserve cannot be determined at least fifteen (15) hours in advance of <u>check-in for</u> the flight, a lesser notice may be given.

8-K.2. AMEND

8-K.2.

Every attempt shall be made to assign a Ready Reserve at least three hours (3:00) four hours (4:00) prior to report. A Reserve receiving less than three (3:00) four (4:00) hours' notice to report will attempt to make the assignment.

8-K.3. AMEND AND CLARIFY

8-K.3.

Except for periods of relief from duty provided in Section 6, release to check-in, or consistent with Section 8-G.4. and the application of RAP provisions, a Ready Reserve will be subject to contact at any time and must be available by keeping the Company advised of where she/he can be reached.

8-K.4. CLARIFY

8-K.4.

<u>Ready</u> Reserve Flight Attendants may <u>call_contact</u> Scheduling once a day about their status and/or to request a release from Reserve duty. An available Reserve may be released from contact for a period of time with the approval of the crew scheduler.

8-K.5. CLARIFY

8-K.5.

A Reserve may provide one (1) alternate up to three (3) contact numbers at a time.

8-K.6. AMEND

8-K.6.

If a pairing is assigned to a Reserve and then subsequently reassigned to a Lineholder, the crew scheduler will attempt to contact the Reserve before she/he leaves for the airport immediately.

8-K.8. NEW <u>8-K.8.</u> <u>A Reserve who has received an assignment shall be released to check-in.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 168 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8-L.1.a. AMEND AND CLARIFY

<u>8-L.1.a.</u>

Consistent with Section 7.S.4., a A Reserve may, at her/his option, pick up open flying on or into scheduled days off, including out-of-base pairings on a once-a-month basis, or in order to prevent drafting. A Reserve may only pick up a pairing which is scheduled to return to the home Domicile terminate in time for a legal rest prior to 0700 of the next scheduled Reserve day based on their original Home Domicile time. However, with the approval of the Company, a Reserve may pick up a pairing which makes her/him illegal for the next scheduled Reserve day or flies her/him into the next Reserve day. Any assignment thereafter will have to meet all legality rules, as applicable.

8-L.1.b. NEW

<u>8-L.1.b.</u>

If the pairing being picked up is on a day off immediately following a day of availability where the Reserve has not yet been released or received an assignment, there must be a minimum legal rest equal to the lowest waivable minimum legal rest, measured from midnight on the last day of reserve availability.

8-L.1.c. NEW

<u>8-L.1.c.</u>

If the pairing being picked up is on a day off immediately following a day of availability where the Reserve has not yet been released but has an assignment, there must be a minimum legal rest equal to the lowest waivable minimum legal rest, measured from the scheduled end of the last duty period in the pairing.

8-L.4. CLARIFY

<u>8-L.4.</u>

<u>A Reserve who has picked up a pairing on days off shall be treated as a Lineholder</u> until the conclusion of the pairing for all scheduling and pay purposes.

<u>8-L.5. NEW</u>

<u>8-L.5.</u>

<u>A Reserve who has picked up a pairing on days off shall not be restricted from trip trading for that pairing.</u>

8-L.6. CLARIFY

<u>8-L.6.</u>

A Reserve picking up a pairing on a day off shall receive pay for the pairing. The pairing credit will not count towards the Reserve guarantee, monthly maximums, or time accrued. Such pay shall be paid to the Reserve in addition to any applicable Reserve guarantee.

8-M.1. a. AMEND

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 169 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>8-M.1.a.</u>

A Reserve who has been released by Crew Scheduling on her/his last day of availability may pick up, drop and trade pairings from other Flight Attendants. A Reserve may only pick up a pairing that is scheduled to return to the home Domicile terminate in time for a legal rest prior to 0400 0700 of her/his first scheduled Reserve day based on their original Home Domicile time. A Reserve who does not receive minimum legal rest at home as a result of operational irregularities with the pairing picked up shall be deemed to have voluntarily reduced her/his legal rest at home Base down to the minimum legal rest provided for in Section 6, if necessary.

8-M.1.b. NEW

<u>8-M.1.b.</u>

If the pairing being picked up is on a day off immediately following a day of availability where the Reserve has not yet been released or received an assignment, there must be a minimum legal rest equal to the lowest waivable minimum legal rest, measured from midnight on the last day of reserve availability.

8-M.1.c. NEW

<u>8-M.1.c.</u>

If the pairing being picked up is on a day off immediately following a day of availability where the Reserve has not yet been released but has an assignment, there must be a minimum legal rest equal to the lowest waivable minimum legal rest, measured from the scheduled end of duty period in the pairing.

8-M.3. CLARIFY

8-M.3.

Picking up a pairing(s) cannot result in a Reserve being scheduled with less than twenty-four hours (24:00) rest in a seven (7) day period.

8-M.5. CLARIFY

<u>8-M.5.</u>

A Reserve who has picked up a pairing on days off shall be treated as a Lineholder until the conclusion of the pairing for all scheduling and pay purposes.

<u>8-M.6. NEW</u>

8-M.6.

A Reserve who has picked up a pairing on days off shall not be restricted from trip trading for that pairing.

8-N.1. AMEND

8-N.1.

When a Reserve Flight Attendant is required to report to the airport without a specific flight assignment on a Standby Reserve basis or when a Reserve Flight Attendant is reassigned to Standby Reserve after arriving at the airport, the duty time shall begin

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 170 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

at the time she/he reports and shall terminate at release time or one (1) hour before departure time of an assigned pairing. A Flight Attendant will receive one-half (1/2) full pay and flight time credit for the time spent while on standby status, provided that if she/he does not fly during said duty period, she/he shall receive a minimum credit of five (5) hours for flight time limitations and pay purposes. Adequate rest accommodations shall be provided during the standby period.

8-N.2. AMEND

<u>8-N.2.a</u>

A Flight Attendant on Standby Reserve shall be released from standby duty no later than four (4) hours from the time she/he reports for duty, or will be assigned a pairing which departs no later than five (5) hours from commencement of the duty period, except when the Company is in a drafting situation to avoid drafting.

8-N.2. b. NEW

<u>8-N.2. b.</u>

A Standby Reserve may be assigned a pairing which departs no later than six (6) hours from commencement of the duty period to avoid drafting.

8-N.2. c. NEW

<u>8-N.2. c.</u>

When a Standby Reserve is assigned a pairing, which departs later than five (5) hours from commencement of the duty period, they shall receive five hours (5:00) of pay including International Purser/Purser, galley, and language if applicable for pay purposes only.

8-N.2.d. NEW

<u>8-N.2.d.</u>

When a Standby Reserve is assigned to a pairing which is scheduled to depart later than the (4) hours from the time she/he reports for duty, and that pairing cancels, they shall be released to legal rest.

8-N.3.a. CLARIFY

<u>8-N.3.a.</u>

Flight Attendants will be assigned Standby Reserve in time accrued order from the appropriate availability list and will be entitled to Standby Reserve pay and credit if specifically assigned as Standby Reserve, or if after reporting for duty are subsequently reassigned to standby.

8-N.3.b. NEW

<u>8-N.3.b.</u>

A Reserve shall not be assigned to Standby Reserve, including Out of Base Standby Reserve, more than two (2) times in a bid month unless, there are no other Reserves legal and available for the assignment. The same methodology shall be used if there

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 171 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

is a need to assign a Reserve to Standby reserve above two (2) times in a bid month. This provision may be waived by the Flight Attendant.

8-N.4. AMEND

8-N.4.

A Standby Reserve who is required to report to the airport and actually flies, shall receive one-half (1/2) full pay and flight time credit for the standby time in addition to any assigned flight time.

8-N.5.a. CLARIFY

<u>8-N.5.a.</u>

Reserves on Standby Reserve should be assigned to the first available open pairing not previously assigned for which they are qualified, when they are no longer needed as standbys. Flight Attendants required to report to the airport as Standby Reserves and not assigned a pairing will be placed in time accrued order on their appropriate availability list. A Standby Reserve who is not given a flight assignment shall be released from duty to begin her/his legal rest.

8-N.5.b.(1). CLARIFY

8-N.5.b.(1).

Flight Attendants required to report to the airport as Standby Reserves and not assigned a pairing will be placed in time accrued order on their appropriate availability list. A Standby Reserve who is not given a flight assignment shall be released from duty to begin her/his legal rest.

8-N.5.b.(2). CLARIFY

<u>8-N.5.b.(2).</u>

A Standby Reserve released to legal rest prior to the Reserve Preferencing process for the next day's assignments, will be assigned as part of the normal daily process and will acknowledge their assignment for the following day between 1730 and 2400 Home Domicile Time.

8-N.5.b.(3). NEW

<u>8-N.5.b.(3).</u>

A Standby Reserve released from Standby without an assignment after the Reserve Preferencing window but no later than 2000, shall have the option to pick up a pairing in Open Time in accordance to Section 8.H.12. above.

8-N.6.c.(3). AMEND

8-N.6.c.(3).

If the Reserve is not given an assignment during the Standby period, she/he will receive the greater of pay and credit under the terms of Section 6-A., or the value of flying actually flown in the duty period plus four hours (4:00) five hours (5:00) pay and credit for the time spent sitting standby.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 172 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8-N.6.f. CLARIFY

8-N.6.f.

If an out of Base Standby Reserve is not assigned a pairing during her/his last period of standby, she/he shall be returned to her/his Base by the most direct route in accordance with 7.Q.5.

8-N.6.g. CLARIFY <u>8-N.6.g</u> <u>Out of Base Standby pairings shall be built as round-trip pairings containing</u> <u>scheduled out of base standby periods.</u>

8-N.6.h. CLARIFY <u>8-N.6.h.</u> <u>A Reserve may only be assigned one (1) standby position per duty period.</u>

8-N.7.a. CLARIFY 8-N.7.a. A pre-boarding assignment shall include the pairing number and the work position.

8-N.7.b. NEW

<u>8-N.7.b.</u>

Only Flight Attendants on Reserve Standby shall be permitted to perform preboarding of aircraft.

8-N.8. CLARIFY

<u>8-N.8.</u>

Flight Attendants with the earliest reporting time for standby, including Out of Base Standby shall be assigned pairings first. Flight attendants with the same reporting time shall be assigned in time accrued order from the appropriate availability list.

8-O.1. AMEND AND CLARIFY

8-O.1. CALL-OUT PAY

A Reserve Flight Attendant who reports for duty and is subsequently released shall receive two hours (2:00) five hours (5:00) show-no-go call-out pay and flight time credit. A Flight Attendant shall not be entitled to receive both Standby Reserve pay and show-no-go call-out pay for the same duty period.

8-O.2. AMEND

8-0.2.

One hundred (100) <u>Ninety-five (95)</u> hours of credited flight time shall constitute the maximum for a Reserve Flight Attendant in a month. At the time a Reserve bids a Reserve line, she/he shall indicate whether she/he elects to be governed by one hundred and five (105) one hundred (100) hours or over one hundred and five (105)

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 173 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>One hundred (100)</u> hours for the month. Additionally, a Reserve may opt any time during the month.

8-0.4. CLARIFY

8-0.4.

The Company shall maintain and make available by automated means to the Flight Attendants in each Domicile, daily open flying records which will include a description of all open pairings <u>including standby positions</u>, and the names of the person(s) assigned to such pairings. These shall include records currently known as "Reserve fly" and "assign show "Reserve Time", "Reserve Availability" and "Reserve Assigned".

8-0.6. AMEND

8-0.6.

Reserves will automatically be released from duty at 1600 local time prior to a Set day off, <u>or a day without Company obligation</u>, unless prior assignment has been made.

8-0.7. CLARIFY

8-0.7.

A Reserve shall not be deemed unavailable for contact unless Crew Scheduling has made three (3) calls to each contact number provided by the Flight Attendant, over thirty (30) minutes spaced approximately ten (10) fifteen (15) minutes apart.

8-0.8. AMEND

8-0.8.

Subject to Company agreement, a A Reserve Flight Attendant who loses a duty day(s) due to illness, injury or emergency drop will be allowed to make up the lost day(s) on her/his remaining day(s) off that month <u>unless the Reserve is unable to</u> <u>maintain availability for the shortest pairing in the bid packet for that month</u>. The day(s) on which the make- up occurs is subject to mutual agreement. <u>must maintain availability for the shortest pairing in the bid packet for that month</u>. When a lost day is made up in this manner the value of a Reserve day for that month will be returned to the Flight Attendant's Reserve guarantee.

8-O.9.a. AMEND AND CLARIFY

<u>8-0.9.a.</u>

At the time a Reserve Flight Attendant becomes a Lineholder she/he will remain on Reserve status until released by Scheduling. This will occur at the end of the last pairing assignment of the bid month in which she/he is a Reserve Flight Attendant or on the last day of the month, whichever is later. No days off are restored Days off lost as a result of carry-over trips unless the resulting loss reduces the Flight Attendant's days off below the applicable minimum shall be restored pursuant to Section 7.R. In cases where a Lineholder is returning to Reserve duty all conflicting days off will be restored so that the published amount of days off remains.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 174 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

8-O.9.b. CLARIFY

<u>8-0.9.b.</u>

In cases where a Lineholder is returning to Reserve duty all conflicting days off will be restored so that the published amount of days off remains regardless of when the Flight Attendant acquired the overlap pairing.

8-O.9.c. CLARIFY

<u>8-0.9.c.</u>

When a reserve assignment of one bid month results in a loss of days off in the next reserve bid month, all conflicting days off will be restored so that the published amount of days off remains.

8-O.9.d. AMEND

<u>8-0.9.d.</u>

When a reserve assignment of one bid month conflicts with a pairing in the next bid month, the Flight Attendant shall receive pay for that pairing but shall not be subject to reassignment.

8-O.10. CLARIFY

8-0.10.

Reserve Flight Attendants are required to carry their passports during any trip/Standby Reserve <u>except during passport surrender provisions delineated in</u> <u>Section 3.V.4.</u>

8-0.11. DELETE

8**-0**.11.

If a Reserve Flight Attendant is displaced by a Lineholder after reporting to the airport and is not reassigned, she/he shall receive two hours (2:00) pay and credit. Her/his duty period shall commence at the time she/he is scheduled to report to the airport or when she/he reports to the airport, whichever is later.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 175 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **176** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 9

SPECIAL QUALIFICATION FLIGHT ATTENDANTS

9-A. CLARIFY

9-A.

The Company has established the Flight Service Leader (FSL) International Purser to provide onboard leadership responsibilities on certain flights in accordance with the following terms.

9-B.1. CLARIFY

9-B.1.

Flight Service Leaders International Pursers shall not be management positions and shall not issue discipline or perform the duties generally exclusive to supervisors/management.

9-B.2. DELETE

9-B.2.

The Company shall not establish an FSL Base(s) to cover flying out of non-FSL Bases in other geographic.

9-B.3. CLARIFY

9-B.3.

FSLs International Pursers shall be selected from Flight Attendants in the Base where the Flight Service Leader International Purser position is needed in accordance with the processes outlined in Paragraph D.2. below.

9-B.4. CLARIFY

9-B.4.

A Flight Attendant must be able to hold a position in a Base in order to be able to hold an FSL-International Purser position in that Base.

9-B.5. CLARIFY

9-B.5.

A Flight Attendant must be able to hold a position in a Base in order to be able to hold an FSL-International Purser position in that Base.

9-B.6. DELETE

9-B.6.

An FSL may bid and be awarded a transfer out of her/his Base. If an FSL transfer is to a Base with a Flight Service Leader Program where there are currently no open FSL positions, she/he may request to be placed on the FSL Program wait list in the new Base.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 177 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

9-B.7. CLARIFY

FSL International Purser vacations shall not be bid and awarded separately. FSLs International Pursers shall bid and be awarded vacations in conjunction with vacation bidding/awards for non-FSL non-International Purser Flight Attendants in their Base.

9-B.8. CLARIFY

An FSL International Purser on furlough shall retain her/his leadership designation upon return to active status, but may be required to attend FSL International Purser training prior to flying an FSL International Purser assignment.

9-B.9. CLARIFY

9-B.9.

The Company shall not require FSLs <u>International Pursers</u> to have a language qualification.

9-B.10. CLARIFY

9-B.10.

FSL International Purser Flight Attendants shall use their Flight Attendant bid seniority for all competitive bidding purposes.

9-C.1. CLARIFY

9-C.1.

Flight Service Leader International Purser training shall be provided to Flight Attendants who are accepted into the Flight Service Leader International Purser Program.

9-C.2. CLARIFY

9-C.2.

In order to become an FSL International Purser, the Flight Attendant must successfully pass the required training. Thereafter, an FSL International Purser must attend and pass all required training in order to remain qualified.

9-D. CLARIFY 9-D. FLIGHT SERVICE LEADER POSITION INTERNATIONAL PURSER POSITION

9-D.1. CLARIFY
9-D.1.
In addition to regular Flight Attendant duties, a Flight Service Leader an International Purser shall perform additional duties, including:

9-D.1.b. CLARIFY

9-D.1.b.

Coordinating and directing service delivery during all phases of flight; and

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 178 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

9-D.1.d. CLARIFY 9-D.1.d.

Conducting pre-flight briefings for all Flight Attendants at the beginning of the pairing; and

9-D.1.h. CLARIFY <u>9-D.1.h.</u> <u>The Company shall publish</u> The FSL the International Purser leadership responsibilities are set forth in the Policy and Procedures Manual and the job description/application.

9-D.2. CLARIFY 9-D.2. ELIGIBILITY FOR AND SELECTION INTO FLIGHT SERVICE LEADER INTERNATIONAL PURSER POSITION

9-D.2.a. CLARIFY

9-D.2.a.

A Flight Attendant must have the following qualifications in order to be selected into the Flight Service Leader International Purser Program:

9-D.2.a.(3). CLARIFY9-D.2.a.(3).Based in the Base posting the <u>International Purser</u> vacancy.

9-D.2.b. CLARIFY

9-D.2.b.

Flight Attendants applying for FSL International Purser positions shall be interviewed and selected by the Company at its discretion based on published, objective criteria, which may include but not be limited to quality of work performance, attendance, aptitude, and seniority.

9-D.2.c. CLARIFY

9-D.2.c.

The Company shall offer FSL International Purser qualification training in seniority order, by Base, to those individual Flight Attendants who have been selected for FSL International Purser positions.

9-D.3. CLARIFY 9-D.3. SCHEDULING RULES FOR-FSLs INTERNATIONAL PURSERS

9-D.3.a. CLARIFY 9-D.3.a.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 179 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

FSLs International Pursers will use their Flight Attendant bid seniority for all competitive bidding purposes.

9-D.3.b. CLARIFY

9-D.3.b.

FSL International Pursers check-in and release times shall be the same as for non-FSL non-International Purser Flight Attendants.

9-D.3.c.(1). CLARIFY

<u>9-D.3.c.(1)</u>

If an FSL International Purser is not available, the open position shall be filled in accordance with Section 7.0.6.

9-D.3.c.(2). NEW

<u>9-D.3.c.(2).</u>

If the International Purser position is picked up from open time by a non-International Purser, seniority option shall be permitted among the Flight Attendants on the same or mirror pairing. International Purser qualified Flight Attendants shall have priority over non-International Purser qualified Flight Attendants. The crew list on the pairing display shall indicate that the position was picked up from open time.

9-D.3.d. DELETE

9-D.3.d.

FSLs who do not maintain a fifty hour (50:00) (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of FSL trips (prorated for partial months) may only pick up and trade for open FSL time.

9-D.3.e. CLARIFY

9-D.3.e.

FSLs International Pursers may only trade FSL International Purser trips with other FSLs International Pursers.

9-D.3.f. DELETE

9-D.3.f.

FSLs may request to opt out of flying the Flight Service Leader Program for a bid month ("Opt-Out Month") in accordance with the following:

9-D.3.f.(1). DELETE

9-D.3.f.(1).

The Company shall grant Opt-Out Month requests from not less than 2% of the FSLs in the Base. A fractional number shall be rounded up to the nearest whole number. In any event, at least one FSL shall be entitled to opt out each bid month.

9-D.3.f.(2). DELETE

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 180 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

9-D.3.f.(2).

Opt-Out Month requests shall be granted in seniority order, provided that an FSL who is granted an Opt-Out Month shall move to the bottom of the list. The list will be reset in seniority order at the beginning of each calendar year.

9-D.3.f.(3). DELETE

9-D.3.f.(3).

FSLs shall not be granted more than two Opt-Out Months annually, unless there are fewer requests than available Opt-Out Months, in which case requests will be granted in seniority order to any FSL.

9-D.4. CLARIFY

9-D.4. REMOVAL AND RESIGNATION FROM THE FLIGHT SERVICE LEADER INTERNATIONAL PURSER PROGRAM

9-D.4.a. DELETE

9-D.4.a.

When the Company reduces the number of FSL positions in a Base while retaining the same number of Flight Attendants in the Base, the surplus FSLs shall return to non-FSL status in inverse seniority order, and shall remain in the Base. Surplused Flight Attendants will retain FSL qualifications and shall have a priority right of return to the FSL Program in the Base, provided that she/he completes all required training to maintain her/his FSL qualification, subject to the following:

9-D.4.a.(1). DELETE

9-D.4.a.(1).

Prior to any surplus pursuant to Paragraph a . above, the Company shall offer FSLs in the Base the opportunity to voluntarily be surplused to non-FSL status;

9-D.4.a.(2). DELETE

9-D.4.a.(2).

Should the Company increase the number of FSLs in a Base, Flight Attendants who have been surplused from FSL status at that Base shall be offered the opportunity to return to FSL status in seniority order and assigned to return to FSL status in inverse seniority order.

9-D.4.a.(3). DELETE 9-D.4.a.(3). The surplus language in this Paragraph 9-D.4.a. shall not be used to address temporary or seasonal changes in flight activity.

9-D.4.b. CLARIFY 9-D.4.b.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 181 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The Company may require an FSL International Purser to remain in the Flight Service Leader International Purser Program for not more than twelve (12) months from her/his entry into the Program.

9-D.4.c.(1) AMEND AND CLARIFY

<u>9-D.4.c.(1).</u>

The Company may remove an FSL International Purser from the Program for cause pursuant to Paragraph (2) below, including poor work performance. If the Flight Attendant later wants to participate in the Flight Service Leader Program International Purser, she/he must reapply.

9-D.4.c.(2) NEW

<u>9-D.4.c.(2).</u>

Failure to attend required International Purser training or poor work performance that could lead to removal from the Program will result in an informal performance review at which time the International Purser will be afforded refresher assistance. The Company will subsequently observe performance and offer reasonable assistance if necessary to improve performance to a satisfactory level. If, after the above steps have been exhausted, the International Purser still fails to meet expectations, the International Purser will be disqualified.

9-D.4.d. CLARIFY

9-D.4.d.

An FSL International Purser may resign from the Program by providing the Company written/electronic notice not fewer than two (2) bid months prior to the effective date of her/his resignation.

9-D.4.e. CLARIFY

9-D.4.e.

An FSL International Purser may rescind her/his resignation by providing the Company written/electronic notice at least one bid period prior to the effective date of her/his resignation.

9-D.4.f. CLARIFY

9-D.4.f.

If an FSL International Purser leaves the Program voluntarily and in good standing, e.g. an FSL International Purser has worked in the Flight Service Leader International Purser Program for at least twelve (12) months, she/he may retain the FSL International Purser designation for five (5) years, provided that she/he completes all required training to maintain her/his FSL International Purser qualification.

9-E. CLARIFY 9-E. FSL INTERNATIONAL PURSER DESIGNATED FLIGHTS

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 182 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The Company shall designate certain flights as FSL International Purser flights. The Company shall provide Flight Attendants with advance notice in the bid packets of the flights with the FSL International Purser designation. At a minimum the Company shall designate wide body and narrow body International flights, as defined in Section 2.S. as FSL International Purser flights.

9-F.1. CLARIFY 9-F.1. FLIGHT SERVICE LEADER INTERNATIONAL PURSER AND PURSER OVERRIDES

9-F.1.a. CLARIFY

9-F.1.a.

A Flight Service Leader who works a Flight Service Leader position will be provided an override of \$7.50 per hour.

9-F.1.b. CLARIFY

9-F.1.b.

A Flight Attendant who works a Purser position will be provided an hourly override, as follows:

5	48 Contiguous United States & Canada	Mexico, Caribbean Central America, Alaska, and Hawaii
A319, A320, B737	\$1 .00	\$2 .00
B737-800,900 & B-757	\$2 .00	\$3 .00
Widebody Aircraft	\$3 .00	\$4 .00

9-F.1.c. CLARIFY

9-F.1.c.

The payment of the override shall not preclude payment of other applicable overrides to Flight Service Leaders or Pursers.

9-F.1.d. CLARIFY

9-F.1.d.

The monthly guarantee for a Flight Attendant who is awarded/assigned an FSL International Purser line shall be calculated at their rate of pay plus the FSL International Purser override. The monthly guarantee may be increased or decreased due to adjustments to her/his line involving FSL International Purser position flying.

9-F.1.e. CLARIFY 9-F.1.e.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 183 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

If a Flight Service Leader an International Purser is reassigned from a Flight Service Leader International Purser position to a non-Flight Service Leader non-International Purser position, she/he will be paid the greater of the value of the original trip including the applicable Flight Service Leader International Purser override or the value of the reassignment.

9-F.2. CLARIFY

9-F.2.

The monthly minimum guarantee for Flight Service Leader International Purser Reserves shall include the Flight Service Leader International Purser override based on the reserve guarantee.

9-F.3. CLARIFY

9-F.3. VACATION PAY

Vacation pay for a Flight Service Leader an International Purser shall be based on her/his line award for the vacation period, including any applicable Flight Service Leader International Purser override.

9-G.1.f. AMEND AND CLARIFY

9-G.1.f.

Minimum days off, minimum legal rest and maximum duty limitations will apply. Language Qualified Flight Attendants who do not maintain a fifty hour (50:00) (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of Language Qualified Flight Attendant trips in their primary language (prorated for a partial month), may only pick up and trade for open Language Qualified Flight Attendant time.

9-G.1.g.(1). AMEND

<u>9-G.1.g.(1).</u>

A Language Qualified Flight Attendant may request removal of her/his language qualification, subject to Company approval. <u>A Flight Attendant who has been</u> <u>qualified in a language for a minimum of three (3) years shall be granted the removal</u> <u>of that language qualification upon providing the Company written/electronic notice</u> <u>not fewer than two (2) bid months prior to the effective date.</u>

9-G.1.g.(2). NEW

<u>9-G.1.g.(2).</u>

In the application of Paragraph (1). above, the Company may deny removal of the language qualification, when the number of disqualifications exceeds twenty percent (20%) of that specific language qualification population in the system for that calendar year. Bid seniority shall be used as a tie breaker to grant the removal of language qualification if necessary.

9-G.1.g.(3). NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 184 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>9-G.1.g.(3).</u>

A Flight Attendant who has been granted the removal of a language qualification shall not be eligible to be tested in that same language for a minimum of three (3) years after the removal.

9-G.1.h. AMEND

9-G.1.h.

The Company shall not establish a Language Qualified Base(s) build language qualified pairings in bases that that do not have language qualified flying to cover language qualified flying in another base out of non-Language Qualified Bases in other geographic locations, except to the extent that the Company does so in order to address scheduling needs.

9-G.1.j. NEW

<u>9-G.1.j.</u>

Vacation pay for a Flight Attendant filling a language qualified line for the month shall be based on their line award for the vacation period, including the applicable language qualified override.

9-G.5.a. AMEND

9-G.5.a.

The Company may designate the number of Language Qualified positions on each flight, including charters, which can be awarded only to Language Qualified Flight Attendants. The maximum number will be:

Aircraft LQ Positions

A-319, A-320, 737-700 737-800, 737-900 1

757-200, 757-300 2

747, 767, 777-200/300, 3 787-8/9/10, and A-35

Narrowbody 1

Widebody 2

9-G.5.a.(2). DELETE 9-G.5.a.(2).

The Company will confer with the Union regarding the maximum number of LQ positions prior to placing new equipment into service.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 185 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

9-G.5.a.(3). NEW <u>9-G.5.a.(3).</u> When the Company reduces the number of Flight Attendant to be assigned to flights in the established staffing guidelines (ESG), the reduction shall be applied to language qualified positions first, if there are any.

9-G.6.a. AMEND

9-G.6.a.

A Language Qualified Flight Attendant who works in a designated Language Qualified position will be provided an override of \$2.50 <u>TBD</u> for each block hour actually flown and for all credited time in that position except sick/occupational leave and vacation (the "LQ override"). The monthly guarantee for a Flight Attendant who is awarded/assigned a Language Qualified line shall be calculated at their rate of pay plus the Language Qualified override. The monthly guarantee may be increased or decreased due to adjustments to her/his line involving LQ position flying.

9-G.6.b. CLARIFY

9-G.6.b.

The monthly minimum guarantee for Language Qualified Reserves shall include the Language Qualified override based on the Reserve guarantee. The payment of a Language Qualified override shall not preclude payment of other applicable overrides.

9-G.6.c. CLARIFY

9-G.6.c.

The Company may reassign Language Qualified Flight Attendants based upon operational needs. If reassigned from a Language Qualified position to a non-Language Qualified position, she/he will be paid the greater of the value of the original trip including the applicable Language Qualified override or the value of the reassignment.

The payment of a Language Qualified override shall not preclude payment of other applicable overrides.

9-G.6.d. CLARIFY

<u>9-G.6.d.</u>

The Company may reassign Language Qualified Flight Attendants based upon operational needs. If reassigned from a Language Qualified position to a non-Language Qualified position, she/he will be paid the greater of the value of the original trip including the applicable Language Qualified override or the value of the reassignment.

9-G.7.a. AMEND AND CLARIFY 9-G.7.a.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 186 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs <u>on designated flights</u>. Flight Attendant(s) qualified in the identified language(s), as designated in the bid cover letter, working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation: \$1.00 <u>TBD</u> for each <u>credited flight hour and all ground</u> <u>holding time</u> block hour actually flown and for all credited time except deadhead, sick/occupational leave and vacation (the "LIP" override). The LIP override shall be in addition to all other compensation.

9-G.7.c. CLARIFY

<u>9-G.7.c.</u>

An International Purser/Purser may approve the payment of the LIP override for Flight Attendant(s) working a non-designated LIP flight based on the special circumstances of the flight.

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SECTION 10

AMC OPERATION

10-B.1. AMEND

10-B.1.

In addition to the regular compensation, a Flight Attendant shall be paid an override of \$ *TBD* 4.00 for each hour or portion thereof flown or credited.

10-B.1.a. AMEND

<u>10-B.1.a.</u>

In addition to the regular compensation, Flight Attendants engaged in an aero medical operation shall be paid an override of \$ TBD for each hour or portion thereof flown or credited.

10-C. AMEND

10-C. DEATH BENEFITS

In the event of the death of any Flight Attendant while assigned to an AMC trip pairing or in the event of death of any Flight Attendant resulting from injury or disease received while assigned to an AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 10-G. below, \$<u>150,000</u> 25,000 (\$50,000 where exemption under Sub chapter 10-C.49CFR is required, or in the event of death caused by hostile action of a representative of any government while the Flight Attendant is outside the United States during assignment to an AMC trip pairing) to the beneficiary or beneficiaries in the order and manner named in the last Group Life Insurance certificate issued for such Flight Attendant. Such death benefit shall be paid either in a lump sum or in installments, as the Flight Attendant may, in writing, direct. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Group Accident-Sickness and Dental Insurance Program.

10-C.1. NEW

10-C.1. Personal Life Insurance Protection

The Company shall protect a Flight Attendant from any reduction in their personal insurance benefits which may result from his assignment to AMC Operations up to a maximum of \$1,000,000 of total personal life insurance coverage.

10-D. AMEND

10-D. PERMANENT TOTAL DISABILITY

In lieu of death benefits described in Paragraph 10-C. above, in the event of the permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to an AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 10-G. below, compensation in the

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sum of <u>\$150,000</u> \$50,000 or \$100,000 where exemption under Sub chapter 10-C.49CFR is required, or in the event of permanent total disability caused by hostile action of a representative of any government while the Flight Attendant is outside the United States during assignment to an AMC trip pairing. Such compensation shall be paid either in a lump sum or in installments, as the Flight Attendant may, in writing, direct. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of this Paragraph. In all other cases under this Paragraph, permanent total disability shall be determined in accordance with the facts. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Cooperative Group Life and Group Accident/Sickness and Dental Insurance Program.

10-E. AMEND

10-E. PERMANENT DISABILITY OTHER THAN TOTAL

In the event of permanent disability other than permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to an AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 10-G. below, for a period of not less than twelve (12) months commencing with the date of incurrence of disability, the amount each month during such period by which the minimum pay provided for in Section 4-A., and Paragraph 10-B. above, exceeds the sum of (a) the amount to which such Flight Attendant is entitled under Section 13.F., and (b) the amount of pay received for such month in the same or other employment with the Company. Under the conditions of this Paragraph, a Flight Attendant's pay shall be calculated on the basis of seventy-two (72) one hundred (100) credited hours per month.

10-G.2. DELETE

10-G.2.

The obligation of the Company to make payment provided for in Paragraphs D and E is subject to the condition the injury or disease, resulting in the permanent total or partial disability, shall not have been occasioned solely by her/his attempted suicide.

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SECTION 11

TRAINING & GENERAL MEETINGS

11-A.1. CLARIFY

11-A.1.

Training means instruction to obtain a skill, knowledge, and/or maintain a qualification. Training includes instruction required by government regulation, e.g., FAA mandated Continuing Qualification ("CQ"), recurrent, and equipment (aircraft) training. Training also includes service training (e.g., international) and training for certain positions (e.g., FSL International Purser).

11-B.1. AMEND AND CLARIFY

11-B.1.

Flight Attendant shall receive no less than three (3) five (5) hours of flight time pay and credit for each day of training or meeting(s).

11-B.2. AMEND

11-B.2.

Home study and Computer Based Training (CBT) assignments shall each be paid one hour (1:00) flight time pay and credit for <u>the first hour or any portion thereof</u>, and <u>one hour (1:00) prorated thereafter</u> every three hours (3:00) of for home study or training CBT prorated, based on reasonable times established <u>agreed to</u> by the Company <u>and the Union</u> to complete the training. In no case shall Flight Attendants receive less than one hour (1:00). <u>(Example; a forty-five (45) minute CBT would pay one</u> (1) hour (1:00), while a 1:15 CBT would pay one hour and fifteen minutes (1:15). Pay for CBTs will be included in the paycheck for the month in which they are completed.

11-B.3. AMEND

11-B.3.

A Flight Attendant shall receive one hour (1:00) of flight time pay and credit for each hour of deadhead travel to/from training. up to a maximum of five hours (5:00) for deadhead to training and a maximum of five hours (5:00) for deadhead from training.

11-B.4. AMEND AND CLARIFY

11-B.4.

Flight Attendants who are required to drop trips to attend required training or meetings because the training/meeting was not offered on their originally awarded line days off, shall be allowed to elect either to be released from duty with no protection (i.e. her/his pay guarantee shall be reduced accordingly) for non-training/meeting days where trips were dropped, or to be protected in accordance with the provisions of Section 7.Q. A Lineholder who has elected such protection shall receive full pay and credit for the trip(s) missed, or for the training/meeting-plus

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any credit from reassigned trips, whichever is greater. pay protected for the value of the trip dropped, or the value of the training/meeting pairing whichever is greater. The trip to be dropped will be by mutual agreement with the Company. If agreement can't be reached, the trip of least value shall be dropped. In all cases, there will be no reassignment responsibility. Sacred Days associated with a scheduled vacation may only be infringed upon with Flight Attendant concurrence and are not considered days off for the purpose of scheduling training or meetings. The process for dropping trips conflicting with training or meetings shall run concurrently with the Mutual Trading Window.

11-B.5. CLARIFY

11-B.5.

Flight Attendants who require retraining shall not be entitled to <u>training</u> pay or credit for retraining, trip(s) missed or additional travel to or from training, <u>but shall continue</u> to be paid per diem. Flight Attendants who require retraining shall be entitled to positive space travel and a hotel room if the training is not at their Domicile.

11-B.6. AMEND

11-B.6.

The Company shall make every effort to ensure all Flight Attendants are trained on all aircraft in the fleet. Should a Flight Attendant who transfers not be qualified to operate equipment flown in their new base, they shall be subject to section 11-B.4. to receive the required training. The above provision (11-B.4.) for a Lineholder to receive full pay and credit for trip(s) or trip pairing(s) missed shall not apply to Flight Attendants who as a result of voluntary transfers are required to receive training in order to qualify on equipment flown by the new Base, and shall only receive training pay as prescribed by Paragraph B.1. above.

11-B.7. AMEND

11-B.7.

Flight Attendants who are on Reserve shall receive the flight time pay and credit value of the training pairing toward their monthly line value. If a Reserve has opted to attend training on off days, the value of the training pairing will be placed in add pay.

11-B.8. AMEND

11-B.8.

Rigs shall not <u>All provisions of section 6-A. and 6-B. shall</u> apply to any pairings for training/meeting(s).

11-B.10. NEW

<u>11-B.10.</u>

Once a Flight Attendant picks up a Training/Meeting(s) pairing it becomes part of the line guarantee. Sick calls for Training/Meeting(s) pairings shall be processed and paid as provided for in Section 13. Should a Training/Meeting(s) pairing be cancelled,

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or a Flight Attendant is unable to attend due to operational circumstances beyond their control, the Flight Attendant will be pay protected for the pairing. The Flight Attendant shall be given priority for rescheduling the Training/Meeting(s) pairing to any remaining training dates in the month, or coming month if none exist in the current month. A Flight Attendant shall not be forced into their Grace Month without concurrence unless there are no training dates remaining in the current month.

11-B.10.a. NEW

<u>11-B.10.a.</u>

In the event a Flight Attendant is required to travel to a location other than their home domicile for a Training/Meeting pairing, and the pairing cancels after the Flight Attendant has arrived at the location, and where a Training/Meeting is being conducted within the next two (2) calendar days, at the Flight Attendant's option, they shall be rescheduled for that Training/Meeting. If they choose not to be so rescheduled, 11-B.10. above shall apply.

11-B.11. NEW

<u>11-B.11.</u>

If a Flight Attendant is required to complete any check-off of pre-training paperwork or verification of LINK Device (or future equivalent) which cannot be done at the training location, the Flight Attendant shall be paid one hour (1:00) of add pay at base rate.

11-C.1. CLARIFY

11-C.1.

Per diem expenses as described in Section 5.A. shall apply to <u>all</u> training and general meetings., except that retraining required by the Company is specifically excluded from this provision.

11-C.2. AMEND

11-C.2.

Flight Attendants will be provided single occupancy hotel rooms for layovers related to training or general meetings., except when a Flight Attendant chooses to attend at a geographic location other than the one designated by the Company. Where available, <u>H</u>otel gainsharing provisions, as provided in Section 5-C., shall apply.

11-C.3. AMEND

11-C.3.

When Flight Attendants are attending required training away from their Domicile, the training will be available as a pairing containing deadhead segments to and from the training. <u>Such deadhead segments shall be booked in accordance with Section 3-I.</u> Flight Attendants who attend training by picking up these pairings will receive per diem in accordance with Paragraph 11-C.1. above, starting with the Flight Attendant's check-in for the deadhead to attend the training and ending with her/his block-in for

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the return deadhead segment. Flight Attendants who are attending required training away from their Domicile, and who elect to do so without flying such deadhead pairings segments shall receive per diem in accordance with Paragraph 11-C.1 the Deadhead Deviation provisions in Sec 3.1. above, from their report for training to their release from training. In no case shall Flight Attendants traveling to or from training/meeting(s) be treated less favorably than any other workgroup with regard to pass classification.

11-C.4. AMEND AND CLARIFY

11-C.4. Except as otherwise provided in Paragraph C.3. above, when the Company directs a Flight Attendant to attend training or the Company directs a Flight Attendant to attend training or general meeting(s) away from her/his Domicile, she/he will general meeting(s) away from her/his Domicile, she/he will receive fee-waived positive space "must-ride" (PS-5B or equivalent) Company Business passes from either her/his home or Domicile to and from the training or general meetings. When returning to Domicile from such training or meetings, if necessary to return to duty on the same or the following day, the pass will be designated as "must ride." If a Flight Attendant who is returning to her/his Domicile is not scheduled for duty in the same day or the following day, or if the Company elects not to designate the pass as "must ride," and

<u>If</u> the Flight Attendant is required to remain at the training/meeting site for additional day(s) <u>due to any circumstances not in their control</u>, she/he shall receive three five <u>hours (3:00) (5:00)</u> of training pay for each additional calendar day that she/he is required to remain at the training/meeting site <u>and shall qualify for Restoration of Day(s) Off if applicable</u>. For each such day, the Company shall provide suitable hotel accommodations and expenses as provided in Paragraphs 1. and 2. above. The Company will make every reasonable effort to return the Flight Attendant to either <u>her/his their</u> home or Domicile as soon as possible. <u>A Flight Attendant who becomes ineligible for their next pairing(s) due to being required to remain at the training location shall be pay protected with no reassignment responsibility.</u>

11-D.1. AMEND AND CLARIFY

11-D.1.

Required training/meeting(s) shall be scheduled in the form of a "training/meeting pairing." Lineholders will be able to select a training/meeting pairing from open time. Pick up of Training/Meeting(s) pairings shall begin concurrent with the Mutual Trade Window as provided for in Section 7, Appendix A. Training for Reserves will be scheduled on Reserve days of availability. Reserves may request to be assigned a training pairing on specific Reserve day(s). As long as availability for the shortest trip in their bid packet is maintained, a Reserve request for training dates shall not be unreasonably denied. A Reserve may also pick up a training pairing on their scheduled days off if they so choose.

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11-D.2. CLARIFY

11-D.2.

When possible, Required training/meeting dates will be available during the general scheduled bid process. In no event, however, shall the Company announce dates for required in-person training or a general meeting with less than ten (10) days' advance notice, except in the case of training or general meetings necessitated by emergency or unforeseen regulatory requirements.

11-D.3. AMEND

11-D.3.

Flight Attendants who fail to pick up required Training/Meeting(s) pairings dates by the 5th last day of the bid month prior to their due month. or grace month if the Flight Attendant has rescheduled consistent with 11-D.8.a., or designated month if training is other than CQ, shall be assigned Training/Meeting(s) pairings. dates.

11-D.4. CLARIFY

11-D.4.

Training and general meeting(s) <u>pairings</u> shall be <u>constructed and</u> scheduled in compliance with all rules regarding duty time and rest, as set forth in Sections 6.V.<u>1</u>. and, 6.W.<u>2</u>., and 6-W.4. The length of any training day contained within the pairing shall be consistent with 11-D.7 below. Such rest rules may be waived by the Flight Attendant <u>pursuant to Section 6-V.2 and 6-W.2</u>; however, in no case may FAR requirements be waived.

11-D.5. DELETE

11-D.5.

When Flight Attendants are required to travel to training, a minimum fifteen (15) hour rest between scheduled arrival and training shall be provided if the scheduled flight time (whether non-stop or multi-segment with no intervening rest) from the Flight Attendant's Domicile to another Domicile or city designated by the Company for training, exceeds nine (9) hours. The provisions of this Paragraph may be waived by the Flight Attendant.

11-D.6. DELETE

11-D.6.

A Flight Attendant returning to her/his home Domicile from training whose scheduled flight time exceeds nine (9) hours, whether non-stop or multi-segment with no intervening rest, shall receive a minimum twelve (12) hour rest prior to her/his next assignment. The provisions of this Paragraph may be waived by the Flight Attendant.

11-D.7. CLARIFY 11-D.7.

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Each meeting or training shall not exceed eight hours (8:00) excluding a thirty minute (0:30) unpaid meal break except as provided below. A single day of recurrent <u>CQ</u> or Requalification (RQ) training which is not in conjunction with any other <u>type of</u> training <u>or training</u> day(s) shall not exceed nine (9) hours, excluding a thirty minute (0:30) unpaid meal break. No required training or general meeting shall occur between the hours of 0100 and 0500 local time, except in an emergency or with the concurrence of the Flight Attendant.

11-D.8. AMEND AND CLARIFY

11-D.8.

Flight Attendants may choose to attend CQ training in their "early" or "due" or "grace" month as provided herein. The Company will provide for sufficient training capacity to afford every Flight Attendant the ability to attend CQ in an "early" and/or a "grace" month. With the exception of the "early" month, Flight Attendants who fail to pick up training dates by the 5th last day of the bid month prior to the due or grace month shall be assigned training dates, but with no fewer than seven (7) days' notice. <u>A</u> Flight Attendant may waive the seven (7) day requirement.

11-D.8.a. CLARIFY

<u>11-D.8.a.</u>

Flight Attendant may reschedule an assigned a CQ training to her/his grace month because of illness, personal emergency, PTO, personal drop, DAT, or cancelation of training.

11-D.8.b. NEW

<u>11-D.8.b.</u> A Flight Attendant may not be forced to attend CQ training in their grace month due to awarded schedule incompatibility.

11-D.9. AMEND/CLARIFY

11-D.9.

Beginning with the 6th first (1st) day of the bid month, Lineholder Flight Attendants, or <u>Reserves opting to pick up on days off</u>, may pick up training/meeting dates at locations other than their Base. designated training/meeting location/facility.

11-D.10. NEW

<u>11-D.10.</u>

If the Company identifies a significant imbalance in the distribution of Flight Attendants scheduled to attend CQ throughout the year, they may choose to rebalance the training load by changing the CQ due months of Flight Attendants scheduled in those months identified. Should this become necessary, the Company will first solicit for volunteers in seniority order systemwide to change months. If there is insufficient response, the Company will, in inverse order of seniority, identify and notify those Flight Attendants who will be involuntarily assigned a new CQ due month. Among that group, the Flight Attendants shall bid in seniority order for the

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vacancies identified by the Company. In no case will a Flight Attendant be involuntarily reassigned a CQ due month more than twice in their career.

11-E.3. AMEND

11-E.3.

All trades must be completed at least forty-eight (48) twenty-four (24) hours in advance of the start of any training or general meeting.

11-F. AMEND

11-F.

Flight Attendants are responsible for maintaining their flight qualifications by completing all required training. Failure to do so will result in removal from flight status and may result in release from the Company. For leave of absence and furlough rules, see Sections 15 and 18.

11-G. AMEND AND CLARIFY 11-G. ATTENDING TRAINING WHILE ON VACATION OR LEAVE <u>OF ABSENCE</u>

Flight Attendants may voluntarily elect to attend training during their vacation <u>or</u> <u>while on a Company Offered Leave of Absence (COLA)</u>, and shall be paid and provided expenses and transportation as set forth in this Section.

11-G.1. CLARIFY

<u>11-G.1. Flight Attendants who elect to attend training while on vacation shall contact</u> the Company in order to schedule training during vacation. The value of the vacation day(s) vacated in order to pick up a training pairing will be placed in add pay and the training pairing will become part of the line guarantee.</u>

11-G.2. CLARIFY

<u>11-G.2.</u> Flight Attendants who elect to attend training while on a leave of absence shall contact the Company to be scheduled for a training pairing. The training pairing shall be placed in the line of flying and the Flight Attendant will receive pay consistent with the normal pay process for the value of the training pairing.

11-H. AMEND

11-H.

In the event any training or general meeting is canceled or rescheduled, the Company shall make every reasonable attempt to notify the Flight Attendant(s) affected. Flight Attendants affected by cancellations, or rescheduling of Training or Meeting(s) shall be pay protected pursuant to section 11.C.

<u>11-I. NEW</u> 11-I.

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During initial training of Flight Attendants, the trainees shall be trained in the use of the Reserve Preferencing System, the monthly bidding process, CCS functions, how to read a pay register and calculate their paychecks, and any other such topics as may be agreed upon by the Company and Union in a jointly developed and conducted training module.

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SECTION 12

VACATIONS

12-A.2. AMEND

12-A.2.

A Flight Attendant shall receive full vacation accrual if she/he has one hundred twenty (120) hours they have four hundred eighty (480) credited hours or more of paid activity in each quarter of the twelve (12) month period ending in the August schedule month prior to the vacation year. Designated quarters are the bid months of September through November, December through February, March through May, and June through August.

12-A.3. AMEND

12-A.3.

A Flight Attendant's vacation accrual shall receive fifty percent (50%) be reduced by <u>1/24th</u> of the full vacation accrual if she/he has fewer than one hundred twenty (120) hours but at least sixty (60) for each twenty (20) credited hour increment under the four hundred eighty (480) credited hours threshold of paid activity for the designated quarter. accrual period.

12-A.4. AMEND

12-A.4.

A Flight Attendant shall accrue no vacation if she/he they has have fewer than sixty (60)-twenty (20) hours of paid activity for the designated quarter. accrual period.

12-A.6. AMEND

12-A.6.

Newly employed Flight Attendants shall accrue one day of vacation for each full month of continuous employment with the Company during the remainder of the Vacation Accrual Year after the date of their initial employment. If employed prior to the 15th of a calendar month, vacation credit shall be given for the full month. The first vacation shall be given during the following Scheduled Vacation Year. vacation to be used in the following vacation year consistent with 12-A.2. and 12-A.3. above.

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12-A.7. AMEND

12-A.7.

Vacation shall be taken within the Scheduled Vacation Year following the Vacation Accrual Year in accordance with the following schedule:

Completed Years of Service	Base Vacation Accrual	Vacation + Optional Flex
1 – 4	12_<u>14</u>_days	19
5 – 9	<u>19_21_</u> days	26 <u>28 </u> days
10 – 16 17 – 24 25+	26 <u>30 </u> days 33 <u>38</u> days 40 <u>45 </u>days	33 <u>37 </u> days 40 <u>45 </u> days 47 <u>52 </u> days

12-A.8. DELETE

12-A.8.

Flight Attendants on a leave or leaves of absence (except leaves for occupational sickness or injury on the job) and Flight Attendants on a disciplinary suspension, shall have their vacation accrual reduced by one-twelfth (1/12th) for each thirty (30) days or major portion thereof on a prorated basis.

12-B.1. AMEND

12-B.1.

Vacation shall be paid at a rate of three hours and fifteen minutes (3:15) five (5) hours for each day of vacation.

12-B.3. AMEND

12-B.3.

Vacation pay for an FSL Flight Attendant shall be in accordance with Section 9-F.3. will be paid at the Flight Attendant's base rate to include applicable overrides as outlined herein. International Purser, Purser (Blended Rate), Language Qualified, LIP, and Galley overrides will be paid if the Flight Attendant holds the specified position in their line award for the specific vacation month.

12-B.4.a. CLARIFY

<u>12-B.4.a.</u>

If a Flight Attendant's vacation period results in her/him being projected under her/his line/minimum guarantee for the month her/his guarantee shall be adjusted to the new projection. A Reserve who has vacation shall be paid the greater of her/his reserve guarantee or all credited time for the month.

12-B.4.b. AMEND AND CLARIFY

12-B.4.b.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 202 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

A Reserve who has vacation shall be paid the greater of her/his reserve guarantee or all credited time for the month. Additionally, any reserve vacation days (Regular or Paid Flex) which fall on awarded days off shall have the value of those days placed in add pay. The value of vacation days placed in add pay shall not affect a Reserve's Time Accrued calculation.

12-B.5. AMEND

12-B.5.

A Flight Attendant may elect to contribute a minimum of seven (7) six (6) and a maximum of fourteen (14) days, up to their full accrual of paid vacation accrued for use in the following Scheduled Vacation Year to her/his 401(k) Savings Plan account, or equivalent. Contributions shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits, or equivalent regulations.

12-C.1.d. DELETE

12-C.1.d.

"Short block" means a block of Reserve availability days that is shorter than the shortest scheduled trip pairing in the monthly published pairings for the Reserve's Base.

12-C.2. CLARIFY 12-C.2. VACATION TIMELINE

Event

Date

Begin vacation buy back & Flex	
election period	By September 25
Close election period	On October 15
Begin first vacation bid period	By October 23
Close first vacation bid period	On October 31
Post first vacation awards	By November 4
Begin second vacation bid period	By November 8
Close second vacation bid period	On November 16
Post second vacation awards	By November 20
Vacation allocations published	By November 24
Trades awarded by seniority	On November 30
Final vacation allocations published	By December 4
Instant trading opens	On December 5

The Company shall close the election and bid periods set forth above at 0800 local Home Domicile Time. The election/bid period dates and times may be changed by mutual agreement between the Company and the Union.

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12-C.3. DELETE

12-C.3. RESERVE VACATION ADJUSTMENTS

After a Reserve receives her/his schedule for a bid month that includes a vacation period, the Reserve shall have a period of five (5) days to adjust her/his vacation or schedule to eliminate any short block(s) created by the vacation days. However, short blocks abutting the last day of the bid month do not need to be adjusted. To adjust a short block situation:

12-C.3.a. DELETE

12-C.3.a.

The Reserve may drop the availability days in the short block(s) and have her/his guarantee reduced accordingly; or

12-C.3.b. DELETE

12-C.3.b.

The Reserve may move availability days in the short block(s) to other blocks within the month provided the move does not violate reserve line construction rules (e.g. minimum/ maximum number of days of availability), except that days may be moved to create a short block at the end of the bid month; or

12-C.3.c. DELETE

12-C.3.c.

The Reserve may move her/his vacation up to two (2) days in either direction, provided no new legality conflicts or short blocks are created.

12-C.3.d. DELETE

12-C.3.d.

If the Reserve does not adjust her/his line to eliminate the short block(s) of availability within the adjustment time period in this Paragraph, the Company may adjust her/his schedule as set forth in Paragraphs b and c above.

12-C.4. CLARIFY

12-C.4.

Days off preceding and following a scheduled vacation period <u>(sacred days)</u> as shown in a Flight Attendant's schedule shall be considered as part of that vacation period, if she/he so desires.

12-C.5. CLARIFY

12-C.5.

Upon completion of a scheduled vacation, a Flight Attendant will be required to report for duty in time to cover her/his next scheduled trip pairing or reserve assignment following the vacation.

12-C.6. AMEND

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 204 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

12-C.6.

If a Flight Attendant works into the first day of a vacation period due to a delayed flight, or any other operational issue, at the Flight Attendants option the vacation day will be restored on the end of the vacation period, or will eligible for a restoration of day off options pursuant to section 7-R. If the Flight Attendant opts for the restoration at the end of the vacation block, and becomes ineligible for their next pairing as a result, they shall be pay protected for the pairing with no reassignment responsibility.

12-C.7. CLARIFY

12-C.7.

<u>A Flight Attendant will bid for vacation in the domicile they are projected to be active</u> in as of the first day of the January bid period of the upcoming vacation year. A Flight Attendant who changes Bases <u>after the vacation awards</u> shall retain her/his vacation period(s). In the case of a new Base opening, the Flight Attendant may be required to re-bid for her/his remaining vacation days.

12-C.8.c. AMEND AND CLARIFY

12-C.8.c.

A Flight Attendant who is scheduled for jury duty, or-on medical or occupational leave, or hospitalized due to illness or injury, <u>or on sick leave for seventeen (17) days</u> <u>or more</u>, may, not later than one calendar day before her/his vacation begins, defer the vacation until later in the Scheduled Vacation Year. Upon return to work, she/he will choose from available vacation periods. If no vacation period is open and the deferred vacation was a paid vacation, the Flight Attendant <u>shall have the following</u> <u>options:</u>

12-C.8.c.(1). AMEND AND CLARIFY

12-C.8.c.(1).

will <u>To</u> be paid for the deferred vacation at her/his pay rate, <u>plus applicable</u> <u>overrides</u> in the last month of the Scheduled Vacation Year in which the vacation would have been taken. The payment shall be made not later than the February 1 paycheck of the following year.

12-C.8.c.(2). CLARIFY <u>12-C.8.c.(2).</u> Defer the vacation into the following Scheduled Vacation Year.

12-C.8.d. CLARIFY

12-C.8.d.

If she/he they elect to carry over the deferred vacation days to the following Scheduled Vacation Year, she/he they will choose from available vacation periods after vacation periods for that year have been awarded. A Flight Attendant may only utilize this provision once per Scheduled Vacation Year.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 205 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

12-C.9. NEW <u>12-C.9.</u> <u>A Flight Attendant will have access to any unused vacation in the current vacation</u> <u>year and any already accrued vacation for the next vacation year as specified in</u> <u>section 15.</u>

12-D.3. AMEND

12-D.3.

Vacation pay for the "buy back" option shall be calculated by multiplying the number of days times the applicable vacation pay credit pursuant to Paragraph 12-B.1. above, plus an incentive payment, which shall be determined by the Company and announced prior to the annual vacation bid. <u>Pay rates for Annual Vacation Buy Back shall be as follows:</u>

12-D.3.a. NEW <u>12-D.3.a.</u> Base rate of pay as of the first bid period of the vacation year plus applicable overrides.

12-D.3.a.(1). NEW

12-D.3.a.(1).

International Purser, if the qualified Flight Attendant has flown in the International Purser position a minimum of three hundred (300) credited hours during the accrual period.

12-D.3.a.(2). NEW <u>12-D.3.a.(2).</u> <u>Purser and Language Qualified, if the Flight Attendant has a minimum of three</u> <u>hundred (300) credited hours in the respective position during the accrual period.</u>

12-D.3.a.(2).(a). NEW <u>12-D.3.a.(2).(a).</u> Purser shall be paid at base rate plus the Purser Blended Rate override

12-D.3.a.(2).(b). NEW <u>12-D.3.a.(2).(b).</u> Language Qualified shall be paid at base rate plus the Language Qualified override

12-D.5.a. NEW

<u>12-D.5.a.</u>

Pay rates will be based on the Flight Attendant's base rate plus overrides determined by the Flight Attendant's bid award status. If Flight Attendant holds an International Purser, Purser (Blended Rate), or Language Qualified line they will be paid the applicable override for the Month-to-Month or Base-to-Base buy back program.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 206 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

12-E. AMEND

12-E. OPTIONAL FLEX VACATION PROGRAM

Prior to the annual vacation bid, a Flight Attendant may elect to take seven (7) additional days of Flex vacation. Flight Attendants taking Flex vacation will either take the additional seven (7) days as unpaid vacation or elect to have one hour and fifty-four minutes (1:54) two hours and fifty-five minutes (2:55) pay deducted from their earnings each month to pay for the Flex vacation week. Flight Attendants will have a period of at least twenty (20) days to submit a Flex vacation request.

12-F.1. AMEND

12-F.1.

The Company will post the number of available vacation days for each day in the Scheduled Vacation Year. The number of vacation days available shall be determined by the Company, taking into account the projected operations and Flight Attendant availability (projected headcount, attrition, and absences, etc.). The minimum number of vacation slots per day will be determined by utilizing the formula below.

Total Number of Vacation Days in a Base divided by 365 (rounded up)

Example:

Assume a base of 200 where everyone has accrued the maximum vacation and opted for FLEX (52 days per Flight Attendant).

 $200 \times 52 = 10,400$ total vacation days $\div 365 = a$ minimum of 29 (28.49) slots per day.

12-F.5. CLARIFY

12-F.5.

A partial day of vacation accrual shall be rounded up to a full day for the purpose of vacation bidding, but paid as a partial day where the Flight Attendant is free of any Company obligation.

12-F.7. CLARIFY

12-F.7.

A Flight Attendant may bid for a vacation period overlapping two (2) bid months. in accordance with Company policy The minimum bid to cross from one month to the next is 14 full days. In all cases below, a partial day cannot be counted as a full day. However, a <u>A</u> Flight Attendant may not bid for a vacation overlapping two (2) Scheduled Vacation Years.

12-F.7.a. CLARIFY <u>12-F.7.a.</u> <u>To cross months using 14, 15, or 16 days, the following must be met:</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 207 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

12-F.7.a.(1). CLARIFY <u>12-F.7.a.(1).</u> Must have a minimum of four (4) full days in both months

12-F.7.b. CLARIFY

<u>12-F.7.b.</u>

To cross months using 17 or more days, the following must be met:

12-F.7.b.(1). AMEND CLARIFY <u>12-F.7.b.(1).</u> Must have a minimum of six (6) full days in both months

12-G.1. DELETE

12-G.1.

If the movement of a vacation is into or within a blocked period (holiday times, etc.), it will be considered and granted if staffing permits. The Company shall publish the list of blocked days prior to the opening of the annual vacation bid process.

12-G.2.b. AMEND

12-G.2.b.

In addition, a Lineholder shall be given the opportunity to move her/his vacation up to two (2) days in either direction, unless extraordinary circumstances exist, except that the movement of the vacation may not cause it to cross over from one bid month to another or from one Scheduled Vacation Year to another.

12-G.2.c. AMEND AND CLARIFY

12-G.2.c

Slides covered under this paragraph 12-G.2. may be declared and shall be awarded in real time at any time after the line awards, up until the 19th day of the month prior to the vacation month

12-G.3.a. AMEND

12-G.3.a.

A Reserve may move her/his vacation up to two (2) days in either direction, provided no new legality conflicts or short blocks are created.

12-G.3.b. AMEND

12-G.3.b.

In addition, a Reserve Flight Attendant who is awarded a vacation that does not include any days of availability shall be permitted to move her/his vacation a sufficient number of days forward or backward in order to encompass the nearest two (2) three (3) available reserve days. If this creates a short block, it must be adjusted in accordance with Paragraph 12-C.3. above.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 208 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

12-G.3.c. AMEND AND CLARIFY 12-G.3.c Slides covered under this paragraph 12-G.3. may be declared and shall be awarded in real time at any time after the line awards, up until the 18th day of the month prior to the vacation month

12-H.1. CLARIFY

12-H.1.

Vacation periods may be exchanged by a Flight Attendant with another Flight Attendant within the same Base. Their request must be submitted by the 15th of the month before the earliest of the calendar months involved in the trade. The Company shall create an electronic board for Flight Attendants to advertise for vacation trades. Trades may be advertised on, and transactions shall be performed through the CCS system (or future equivalent).

12-H.3. AMEND

12-H.3.

Any <u>awarded</u> vacation days awarded in the first and second rounds of vacation bidding that are later vacated (e.g. separation, retirement, death) for any reason throughout the Scheduled Vacation Year will be made available for trading. <u>These</u> reasons will include but are not limited to: Leaves, Base Transfers, Separations, <u>Retirement, Death, Vacated days due to trades, Deferred vacations, Flight</u> <u>Attendants who are projected to be in a COBUS or any other non-flying position (e.g.</u> <u>Training Department, Instructor, Recruiter, FABC, etc) during a scheduled vacation</u> <u>period.</u>

12-I.1. AMEND

12-I.1.

A Flight Attendant who chooses to fly during her/his scheduled vacation period shall be paid for all trips flown during the vacation period in addition to vacation pay. Vacation fly through hours shall be included in line projections. <u>Pay rates for all Fly Through options shall be in accordance with 12-B.1. and 12-B.3. above.</u>

12-I.3. CLARIFY

12-I.3. Advance Fly Through

A Flight Attendant must provide notice to the Company of her/ his intent to fly through a vacation period no later than the 5th day of the calendar month at 1000 local Home Domicile Time before the month in which the vacation is scheduled. Advance Fly Through will be instantly awarded, and may be withdrawn at any time before the above deadline.

12-I.4. AMEND

12-I.4. Operational Fly Through

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 209 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

A Flight Attendant also may elect vacation fly through after the award of monthly schedules., but may only pick up trip pairings within the vacation period from another Flight Attendant (unless otherwise permitted by the Company). No other trading or pick-up restrictions apply during the month.

12-I.4.a. NEW <u>12-I.4.a.</u> <u>A Reserve utilizing the Operational Fly Through provision shall have the following</u> <u>options.</u>

12-I.4.a.(1). CLARIFY

<u>12-I.4.a.(1).</u>

Have the value of the vacation days placed in add pay, and maintain the block of days off which will reduce the Reserve Guarantee based on remaining days of availability.

12-I.4.a.(2). NEW

<u>12-I.4.a.(2).</u>

Have the value of the vacation days placed in add pay, and restore the originally awarded days of availability to maintain their Reserve Guarantee.

12-I.4.b. NEW

<u>12-I.4.b.</u>

A Flight Attendant may elect to declare an Operational Fly Through at any time starting with the loading of the line award for the coming vacation month until any time before the conclusion of the vacation period to be flown through. Any vacation days already taken will remain as such, and any remaining days will have their value placed in add pay. Operational Fly Throughs shall be awarded at the time of notification to the Company.

12-J.3. CLARIFY

12-J.3.

After the award of relief lines and before the beginning of the month, day at a time vacation days, when available, shall be awarded in seniority order.

12-J.3.a. AMEND AND CLARIFY

12-J.3.a.

Throughout the month, day at a time vacation days shall be available only to the extent that regular personal drops are available and day at a time vacation days have equal priority, and shall be awarded on a first come first served basis in conjunction with personal drop requests.

12-J.4. AMEND 12-J.4.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 210 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Day at a time vacation shall be paid at the applicable rate pursuant to Paragraph 12-B.1. above, to include applicable overrides pursuant to <u>and 12-B.3 above</u>.

12-J.7. NEW

<u>12-J.7.</u>

Any DAT which is infringed on for any reason shall cause the Flight Attendant's vacation day(s) to be restored pursuant to Section 7-R.

12.K. DELETE 12-K. VACATION CANCELATIONS

12-K.1. DELETE

12-K.1.

Vacations may be canceled by the Company if required by the needs of the service, provided that:

12-K.1.a. DELETE

12-K.1.a.

Any affected Flight Attendant shall be given at least thirty (30) days' advance notice, unless she/he agrees to shorter notice.

12-K.1.b. DELETE

12-K.1.b.

The Company first solicits volunteers in the Base who are willing to fly through or defer their vacations.

12-K.2. DELETE

12-K.2.

If there are not enough volunteers, then vacations in the Base shall be canceled in inverse seniority order. A Flight Attendant whose vacation is canceled may elect to fly through or defer her/his vacation.

12-K.3. DELETE

12-K.3.

A Flight Attendant who flies through her/his vacation either as a volunteer or due to a cancelation will be paid an incentive amount equal to 50% of the value of the vacation, in addition to the normal value of the vacation.

12-K.4. DELETE

12-K.4.

A Flight Attendant who elects to defer vacation either as a volunteer or due to a cancelation may chose a vacation, in seniority order, from time available or made available in the remainder of the Scheduled Vacation Year, and shall be paid in accordance with Paragraph 12-K.3. above. If the Flight Attendant is unable to

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 211 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

reschedule the deferred vacation within the remainder of the Scheduled Vacation Year, she/he shall be paid in accordance with Paragraph 12-K.3. above.

12-K.5. DELETE

12-K.5.

If a Flight Attendant's vacation has been canceled by the Company and she/he has incurred non-refundable expenses (i.e. deposits, etc.), the Company shall reimburse the Flight Attendant for those expenses.

12-L.2. AMEND

12-L.2.

In addition, a Flight Attendant who has a full year or more of service with the Company at the time of leaving shall receive all vacation credit accrued in the current Vacation Accrual Year ("current year accruals"). except when the Flight Attendant gives less than ten (10) calendar days' notice of intent to resign or is dismissed by the Company, unless payment is otherwise required by law.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 212 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **213** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 13

SICK LEAVE

13-A. SICK AND OCCUPATIONAL INJURY <u>OR ILLNESS</u> BANK <u>("SICK LEAVE BANK")</u> ACCRUAL

13-A.1. AMEND

13-A-1.

Flight Attendants shall be credited with four hours (4:00) of sick leave credit <u>a</u> maximum of one hundred and twenty (120) hours in their sick leave bank, and four hours (4:00) of sick leave credit in their occupational injury leave bank, for each month year during their employment to be credited on a quarterly basis as follows:

13-A.1.a. AMEND

13-A.1.a.

A Flight Attendant shall receive full sick leave bank and occupational injury leave bank accruals if she/he has one hundred twenty (120) four hundred and eighty (480) hours or more of paid activity in each quarter of the twelve-month period ending in the August schedule month. Designated quarters are the bid months of September through November, December through February, March through May, and June through August.

13-A.1.b. AMEND

13-A.1.b.

A Fight Attendant shall receive 50% of the full sick leave bank and occupational injury leave bank accruals if she/he has fewer than one hundred twenty (120) hours but at least sixty (60) hours of paid activity for the designated quarter. A Flight Attendant shall receive ten (10) hours in their sick leave bank for every forty (40) hours of paid activity to be credited and available for use the following month.

Example: Flight Attendant A starts with 0 hours in their sick leave bank. In September, they have 30 hours of paid activity. Their total accrual is 0 hours because they have accumulated less than 40 hours of paid activity. In October, they have 95 hours of paid activity. The number of hours of paid activity accumulated for the year is 125 hours. In November, the Flight Attendant sick leave bank will reflect a total accrual of 30 hours. In November, they have 75 hours of paid activity for a total of 200 hours of paid activity accumulated for the year. In December, they will be credited with an additional 20 hours in their sick leave bank for a total accrual of 50 hours.

13-A.1.c. DELETE 13-A.1.c.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 214 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

A Flight Attendant shall receive no sick leave bank and occupational injury leave bank accruals if she/he has fewer than sixty (60) hours of paid activity for the designated. Quarter.

13-A.2. AMEND

13-A.2.

The maximum accrual in the sick leave bank is one thousand two hundred and fifty (1250) hours, and in the occupational injury bank is four hundred (400) three thousand (3000) hours.

13-A.5. AMEND AND CLARIFY

13-A.5.

A Flight Attendant who is absent as a result of maternity, or who as a result of a single injury or illness, which may consist of multiple separate absences, has used more than <u>one hundred (100)</u> two hundred and fifty-five (255) hours of sick leave shall reaccrue sick leave at the rate <u>of twelve (12)</u> seven (7) hours each month until she/he reaches the same level of sick leave she/he had at the onset of the injury, illness or maternity.

13-A.6. AMEND AND CLARIFY

13-A.6.

A Flight Attendant who, within the same bid month, makes up hours lost <u>has lost</u> <u>hours</u> due to illness or injury will not have such hours deducted from her/his sick or occupational injury leave bank <u>if they notify payroll prior to pay close for that month</u> <u>by telephone or via an automated system.</u>

13-B.1.b. AMEND AND CLARIFY

13-B.1.b.

A Flight Attendant may place herself/himself on sick leave through the electronic system and may designate multiple pairings or reserve days of availability to be covered by the absence. prior to 0900 home Domicile time of the day prior to a scheduled assignment or Reserve availability day.

13-B.1.d.(1). AMEND AND CLARIFY

<u>13-B.1.d.(1).</u>

Flight Attendants <u>calling off</u> checking off sick leave status must notify the Company's designated crew desk that they are off sick leave status not less <u>than sixteen (16)</u> eight (8) hours before their flight is scheduled to depart, and will in any event give as much notice as possible.

13-B.1.d.(2). NEW <u>13-B.1.d.(2).</u> <u>A Flight Attendant may also call off sick leave through the electronic system.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 215 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

13-B.1.e. AMEND AND CLARIFY

13-B.1.e.

When a Flight Attendant calls on sick leave for a trip pairing, the Company will put that assignment into open time in accordance with Section 7.G.1. If a Lineholder, the Company may not put subsequent trip pairings in the Lineholder's schedule into open time Open Time earlier than eight (8) sixteen (16) hours prior to the scheduled departure, except when the Lineholder has advised the Company that she/he will be on sick leave for a longer period of time, in which case, all pairings covered by the absence will be placed in Open Time.

13-B.2. CLARIFY

13-B.2.

In the event a Flight Attendant goes on sick leave while working away from her/his Domicile, the Company shall continue per diem and lodging, as provided in Section 5, until the Flight Attendant is able to return to her/his Domicile, home, or reasonable alternative request. The Company shall provide transportation when she/he is able to travel. The Flight Attendant will also be paid full compensation for any part of the trip worked before becoming ill or injured. For example, a Flight Attendant who works a flight and then becomes sick during the layover will receive compensation for the first part of the trip and may use sick leave for the remaining part.

13-B.3. AMEND

13-B.3.

Attendance points under the "Attendance Points System" shall not be assessed for any absence that is the result of a Flight Attendant's injury on the aircraft caused by verified unannounced clear air turbulence or sudden aircraft movement, passenger assault, emergency evacuation, aircraft accident, hijacking or sabotage<u>or for any</u> <u>other occupational injury or illness</u>.

13-C.2. AMEND

13-C.2.

Medical verification of the illness or injury and/or physician's release that the Flight Attendant is fit to perform her/his duties may be required before the Flight Attendant is permitted to return to work in accordance with the following: In addition, when a Flight Attendant is on sick leave for more than <u>thirty (30)</u> twelve (12) calendar days., In that case, she/he they will provide to Company Medical an Absence Certificate from <u>a medical</u> health care provider accredited physician that they are she/he was unable to perform <u>their her/his</u> regular duties because of illness.

13-C.2.a. DELETE

13-C.2.a.

Each time a Flight Attendant reaches four (4) sick incidents during any twelve (12) months of active service, she/he will provide to Company Medical an Absence

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 216 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Certificate (in the form currently used by the Company) from an accredited physician that she/he was unable to perform her/his regular duties because of illness.

13-C.2.b. DELETE

13-C.2.b.

The Company will advise the Flight Attendant, in writing, that she/he has reached the third incident, and further incidents will be handled under Paragraph 13-C.2.a. above. The letter will also state that failure to provide an Absence Certificate could result in disciplinary action.

13-C.2.c. CLARIFY

13-C.2.c.

In addition, when a Flight Attendant is on sick leave for more than twelve (12) calendar days, she/he will provide to Company Medical an Absence Certificate from an accredited physician that she/he was unable to perform her/his regular duties because of illness.

13-C.3. AMEND

13-C.3.

The Flight Attendant must actually be seen by the accredited physician in a timely manner, but no later than seventy-two (72) hours after notifying Scheduling of an illness/injury. When the Company requires a Flight Attendant to submit an Absence Certificate, subject to the requirements of Section 13.C.2, the Absence Certificate must be prepared and signed by the health care provider physician or by the virtual tele-medical professional after an in-person visit by the Flight Attendant to the physician's office. This certificate note must be submitted to Company Medical on or before check-in time of a Lineholder's first trip or a Reserve's first assignment including Standby Reserve, following an illness or injury. If the Absence Certificate a physician's release is not received, the Flight Attendant will have seventy-two (72) hours after her/his first trip flown or Standby Reserve assignment to provide it the note. The Company will reimburse a Flight Attendant for any costs related to obtaining the Absence Certificate.

13-C.4. DELETE

13-C.4.

The Company may also require an Absence Certificate for all sick calls originating during the Fourth of July and Christmas holidays, which include July 1st to July 7th and December 20th to January 4th respectively. If the Company intends to require an Absence Certificate for sick calls occurring during such holiday period, the Company shall first notify the Union and give Flight Attendants adequate notice to be posted for the Fourth of July holiday period not later than June 14th and for Christmas not later than December 1st. Flight Attendants who have had no absences in the prior twelve (12) calendar months shall not be subject to the Absence Certificate requirement imposed during these holiday periods.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 217 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

13-D.1. AMEND AND CLARIFY

13-D.1.

Sick leave pay shall be granted only in cases of actual sickness or injury <u>except that</u> <u>sick leave related to maternity</u>, or parental leave within one (1) year of the birth, <u>adoption or foster care placement of a child</u>, shall not trigger attendance points or <u>discipline</u>.

13-D.6.a. AMEND AND CLARIFY

<u>13-D.6.a.</u>

When a Flight Attendant is on sick leave an entire month, she/ he shall have the option of receiving sick leave pay for her/his projection for that month, one hundred (100) hours, or the seventy-one (71) seventy-five (75) hour minimum to the extent that she/he has sick leave accrued in her/his bank. A Partnership Flight Attendant shall have the option of receiving sick leave pay for half of her/his line value, fifty-five hours (55:00) sixty hours (60:00) or thirty-five hours and thirty minutes (35:30) thirty-seven hours and thirty minutes (37:30) to the extent she/he has sick leave accrued in her/his bank.

13-D.6.b. AMEND AND CLARIFY

<u>13-D.6.b.</u>

A Partnership, or job share Flight Attendant shall have the option of receiving sick leave pay for half of <u>their her/his</u> line value, <u>sixty hours (60)</u> fifty-five hours (55:00) or thirty-five hours and (<u>3735</u>:30) to the extent <u>they she/he has have</u> sick leave accrued in her/his bank, <u>except for when the Flight Attendant notifies the Company that they will not be available for the next bid month prior to bid close, in which case, the provisions of Paragraph a. above will apply.</u>

Partnership Example With Notification Prior to Bid Close:

When a Flight Attendant notifies the Company that they will not be available for at least 15 days in the next bid month prior to bid close, they will not be eligible to receive a line of Flying, subject to the provisions of Section 7.B.12. As a result, they will be eligible for a paper line of flying for pay purposes.

Flight Attendant A and Flight Attendant B share a Partnership. On the 14th of March, Prior to bid close for April, Flight Attendant A provides documents to the Company indicating that they will be on sick leave for the whole month of April.

Flight Attendant A will be eligible for a paper award for April and may choose to select the following pay options: 75 hours, Line value, 100 hours.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 218 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Flight Attendant B will be awarded a line in April based on her/his seniority but will be able to split the line and select the pairings to satisfy the requirements of a partnership line.

13-D.7. AMEND

13-D.7.

If a Flight Attendant's spouse or minor child is injured or becomes ill so that the Flight Attendant is unable to report for work, she/he will be allowed to use sick time for up to three (3) consecutive days, or the duration of the pairing, whichever is greater. The absence will be treated the same as the Flight Attendant's sick leave, and will count for attendance/disciplinary purposes. The absence shall also be subject to the provision of Section A-5. above (Rapid Reaccrual) if applicable.

13-D.10.a. DELETE

13-D.10.a.

During absences due to occupational injuries/illness, a Flight Attendant who has applied for and is entitled to receive workers' compensation benefits will have an amount equal to all hours paid (directly and indirectly via Workers' Compensation) deducted from the Flight Attendant's occupational injury bank subject to the pay provisions in Paragraphs D.4., D.5. and D.6. above. This will continue until the Flight Attendant's occupational injury bank is exhausted.

13-D.10.b. CLARIFY

13-D.10.b.

When her/his occupational bank is exhausted, a <u>A</u> Flight Attendant may supplement Workers' Compensation benefits using her/his accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted from her/his bank for each additional hour paid subject to the pay provisions in Paragraphs 13-D.4., 13-D.5. and 13-D.6. above. Workers' Compensation benefits will continue in accordance with state law.

13-D.10.c. AMEND

13-D.10.c.

Flight Attendants who are receiving Workers' Compensation benefits shall be provided with detailed statements showing both the temporary total disability payments and the reimbursement payments of all related out-of-pocket medical expenses including, at a minimum, detail explaining how the hours are calculated and the breakdown of the conversion of how the payments were calculated. When a Flight Attendant is returning to work, the Company shall process the return to work within seven (7) days. A return to work processed in greater than seven (7) days will result in the Company continuing to pay the Flight Attendant the value they were receiving (inclusive of all state supplemental payments as well as long-term or short-term disability payments).

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **219** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

13-D.10.d. AMEND

13-D.10.d.

If the Flight Attendant so elects, she/he shall receive payment(s) through direct deposit, provided that they are made to a financial institution in the U.S. that accepts electronic deposit in U.S. dollars. The Flight Attendant shall be responsible to provide account information to the appropriate parties to allow for electronic deposit. <u>All hours paid as a result of an occupational illness or injury will be considered "paid activities" for all purposes under this agreement, whether paid through a third-party <u>TTD or through the state agency.</u></u>

13-F.2. AMEND

13-F.2.

The Company shall not contest Workers' Compensation jurisdiction in the State of Illinois, for any Flight Attendant who is entitled to file a Workers' Compensation claim in the State of Illinois, including but not limited to, all Flight Attendants whose contracts of hire were made in Illinois.

13-F.7.a. NEW <u>13-F.7.a.</u> <u>Flight Attendants may donate sick leave to another Flight Attendant who has</u> <u>exhausted sick leave Bank.</u>

13-F.7.b. NEW

<u>13-F.7.b.</u>

Upon resignation or retirement, a Flight Attendant will, at their option, be paid out the value of the hours remaining in their sick leave bank.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 220 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 221 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 14

SENIORITY

14-A.1. CLARIFY

14-A.1.

Upon assignment to the line, a newly employed Flight Attendant shall have her/his Flight Attendant, Company and pay seniority dates adjusted to established as the date of entering Flight Attendant training, provided such training period was unbroken prior to successful completion and assignment to the line. <u>A Flight Attendant who has</u> transferred from a different department within the Company shall retain accrued Company seniority. Within each training class, a Flight Attendant's relative seniority will be established in the order of their employee number, with the lowest number being most senior.* If more than one initial training class is assigned to the line on the same date, their seniority will be in class order with the most recent class being the most junior. In cases where more than one class reports for the start of training on the same date, the classes will be combined for the purposes of determining seniority order using the order of their employee number, with the lowest number being most senior.

*(Applies to Flight Attendants hired after October 2, 1997.)

Examples:

14-A.1.a. CLARIFY

<u>14-A.1.a.</u>

3 classes of new hires report for duty the same day. Class 1 has a report to training date of Jan 1. Class 2 has a report to training date of Jan 8. Class 3 has a report to training date of Jan 15. All of the Flight Attendants in Class 1 are senior to those in Class 2 and 3, and are placed in order amongst themselves with the lowest numerical employee number being most senior. Classes 2 and 3 are ordered in a similar fashion.

14-A.1.b. CLARIFY

14-A.1.b.

2 classes of new hires report for the start of initial training on the same date. They are all assigned the same seniority date, and are combined as if one class for determining relative seniority amongst themselves using the lowest employee number as the most senior within the combined classes.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 222 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

14-B.1. CLARIFY

14-B.1.

A Flight Attendant shall be considered as a probationary employee until she/he has accumulated one hundred eighty (180) days of active service on the line as a Flight Attendant. During the last ninety (90) days of the Flight Attendant's probationary period, the Company, in taking any action regarding a Flight Attendant on probation, shall consider any written recommendation which has been filed by the Union. <u>Flight Attendants' names shall be placed on the Flight Attendant System Seniority List in order of the date of their assignment to the line as Flight Attendants; provided, <u>H</u>owever, that the seniority provisions of this Agreement do not apply to Flight Attendants unless retained in the service of the Company after the probationary period. The service of Flight Attendants may be terminated at any time during the probationary period without a hearing. When more than one Flight Attendant is assigned to the line on the same day, the Flight Attendants so assigned shall appear on the seniority list in the order of their United Airlines employee file number.*</u>

*(Applies to Flight Attendants hired after October 2, 1997.)

14.D.3. NEW <u>14-D.3.</u> <u>There will be no loss of seniority as a result of a base closure or a surplus situation.</u>

14-E.1. AMEND AND CLARIFY

14-E.1.

A Flight Attendant with seven (7) years of Flight Attendant seniority who transfers to nonflying or management duties below Managing Director level within Inflight related areas shall continue to retain Flight Attendant seniority indefinitely, and will continue to accrue Flight Attendant seniority for two (2) cumulative years. A Flight Attendant with less than seven (7) years of seniority who so transfers will retain Flight Attendant seniority for one (1) year, but shall not accrue additional Flight Attendant seniority.

14-E.1.a. AMEND AND CLARIFY

14-E.1.a.

Flight Attendants awarded any combination of Company Business assignments in excess of one hundred and eighty (180) days in any rolling twelve (12) month period, shall retain and accrue seniority for a maximum of-one hundred and eighty (180) days in the rolling twelve (12) month period while on the Company business assignment(s) and thereafter shall only retain seniority.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 223 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

14-E.2. CLARIFY

14-E.2.

Notwithstanding Paragraph 1. above, Flight Attendants transferring to Managing Director level or above positions will be removed from the System Seniority List., except those Managing Directors in Inflight-related areas who are on the seniority list on the effective date of this Agreement.

14-E.4. AMEND

14-E.4.

For purposes of this Paragraph 14-E., Inflight related-areas include Inflight, Inflight Employee Relations, Inflight Training, and Inflight Recruiting., and Inflight Scheduling.

14-E.6. CLARIFY

14-E.6.

A Flight Attendant who accepts transfer to perform as an instructor at the Company's Inflight Training Center (Emergency Procedures Instructors [EPI]) shall continue to accrue seniority while in that position.

14-E.7. AMEND AND CLARIFY

14-E.7.

A Flight Attendant who transfers to perform as an instructor of Initial or Recurrent Emergency Training for United Flight Attendant trainces or United Flight Attendants, shall continue to accrue seniority while in that position.

Flight Attendants on Company Business assignments as CQ or Initial Training Instructors at an Inflight Training Center shall retain and accrue Flight Attendant seniority while in the position.

14-E.8. AMEND

14-E.8.

A Flight Attendant who is transferred to non-flying duties with the Company because of physical incapacity or injury, shall retain and continue to accrue seniority during such period of sickness or injury for a continuous period of three (3) six (6) years. If a Flight Attendant does not return to Flight Attendant duty within the time limits as described herein, such Flight Attendant's name shall be permanently removed from the Flight Attendant System Seniority List.

14-E.9. AMEND

14-E.9.

Upon return to duty from non-flying duties as described in this Paragraph 14-E., a Flight Attendant shall be permitted to resume her/his status at the Domicile to which previously assigned, or if during such assignment, bid on and was awarded a vacancy at another Domicile, or was otherwise subject to involuntary transfer under

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 224 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

the provisions of Section 17.J., shall assume her/his new assignment on the effective date of the bid award. <u>A Flight Attendant who voluntarily transfers to another domicile</u> while performing non-flying duties shall not reduce the number of vacant positions to be filled at that domicile.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 225 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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SECTION 15

LEAVES OF ABSENCE

15-A.1.a. NEW <u>15-A.1.a.</u> <u>The Company shall allow full access to CCS, or its equivalent, to Flight Attendants on</u> leaves of absence.

15-A.2.b. DELETE

15-A.2.b.

Except as otherwise specified in this Section, while on leave(s) of absence, a Flight Attendant shall accrue longevity for purposes of pay and vacation step adjustments for a total of one hundred eighty (180) days in any twelve (12) month period in which the leave(s) occurs. After one hundred eighty (180) days, a Flight Attendant shall cease to accrue, but shall retain her/his longevity for purposes of pay and vacation step adjustments.

15-A.2.c. DELETE

15-A.2.c.

While on a leave of absence, a Flight Attendant shall not accrue sick leave or vacation time, except: (1) Flight Attendants on occupational sickness or injury on the job will accrue vacation, as provided in Section 12.A.8., or (2) as may be otherwise provided by the Company during a special Company offered leave of absence ("Special COLA").

15-A.3. DELETE

15-A.3. OTHER EMPLOYMENT

For the purposes of this Section, a Flight Attendant may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company, except while on a Company offered leave ("COLA"), educational leave, or a maternity leave.

15-A.4. AMEND

15-A.4. TRAINING DURING LEAVE

A Flight Attendant may, at their option, attend training and meetings while on leave and will be paid and provided with transportation and lodging as if she/he were in active service. Flight Attendants may be required to attend training when on a COLA or a Special COLA in accordance with Paragraphs 15-B.3. and 15-C.2. below.

15-A.5.b. AMEND

15-A.5.b.

A Flight Attendant on medical, maternity, or military <u>a</u>leave <u>of absence</u> shall continue in leave status following the award of a voluntary transfer.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 227 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

15-A.5.c. DELETE

15-A.5.c.

A Flight Attendant on a COLA, Special COLA, personal, parental, or adoption leave may request to continue her/his leave at the new Base following the award of a voluntary transfer. The Company may grant such a request in its discretion. Otherwise, the Flight Attendant shall return from leave status on the effective date of her/his transfer.

15-A.6.b.(1). CLARIFY

<u>15-A.6.b.(1).</u>

Flight Attendants shall comply with all return to work guidelines established by the Company, including any required training and/or documentation.

15-A.6.b.(2). NEW

<u>15-A.6.b.(2).</u>

A Flight Attendant who has submitted a return-to-work clearance from their personal physician prior to bid closing deadline shall be eligible to bid and be awarded a line of flying for the next month.

15-A.6.c.(1). AMEND AND CLARIFY

15-A.6.c.(1).

When a Flight Attendant is returning to work from a leave of absence and requires training in order to return to flight status, the Company shall make training available within forty-five (45) thirty (30) days of the Flight Attendant's acknowledgement or notice of return from leave. In the event that the Company does not make training available commencing by the 45th 30th day, the Flight Attendant will be paid as if in active service beginning on the 46th 31st day or the Flight Attendant's expected date of return, whichever is later.

15-A.6.c.(2). NEW

15-A.6.c.(2).

If the Flight Attendant was using sick leave, they may continue using sick leave until starting training or being paid as in active status while awaiting training.

15-A.7. CLARIFY 15-A.7. RETURN TO WORK LINE OF FLYING

15-A.7.a. AMEND AND CLARIFY

<u>15-A.7.a.</u>

Starting with the Work With Window on the 20th at 0800, A Flight Attendant returning to work who did not participate in the bid process, shall be eligible to build their line of flying for the next bid month by calling the Flight Attendant Support Team (FAST).

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 228 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

15-A.7.a.(1). CLARIFY <u>15-A.7.a.(1)</u>. <u>Once a Flight Attendant has been cleared to return to work, FAST will contact the</u> <u>Flight Attendant and advise them to call within forty-eight (48) hours to start the linebuilding process.</u>

15-A.7.a.(2). CLARIFY <u>15-A.7.a.(2).</u> If the Flight Attendant does not call within forty-eight (48) hours, FAST will build the schedule.

15-A.7.a.(3). CLARIFY <u>15-A.7.a.(3).</u> When the Flight Attendant calls within the forty-eight (48) hours, FAST will notify them of their lineholder/reserve standing for the bid month.

15-A.7.b. CLARIFY 15-A.7.b. LINEHOLDER

15-A.7.b.(1). AMEND AND CLARIFY <u>15-A.7.b.(1)</u>. If the Flight Attendant calls between the 22nd of the previous month and the 9th of the return-to-work month, they will be given five (5) business days to complete the schedule.

15-A.7.b.(2). CLARIFY <u>15-A.7.b.(2).</u> If the Flight Attendant calls on or after the 10th of the return-to-work month, they will be given three (3) business days to complete the schedule.

15-A.7.b.(3). CLARIFY <u>15-A.7.b.(3)</u>. <u>Unless otherwise delineated below, the line shall be restricted from trip trading</u> functions until the completion of the process or the deadline, whichever occurs first.

15-A.7.b.(4). CLARIFY <u>15-A.7.b.(4).</u> <u>The Flight Attendant will contact FAST whenever they are ready to add pairings to</u> <u>their schedule. FAST will place the pairings selected by the Flight Attendant in their</u> line of flying until they have reached their designated minimum number of required

credited hours. 15-A.7.b.(5). AMEND AND CLARIFY

15-A.7.b.(5).

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 229 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

If the Flight Attendant is available for the whole month, they will be required to select pairings with a total credited value no less than the seventy-five hours (75:00) lineholder minimum.

15-A.7.b.(6). AMEND AND CLARIFY

<u>15-A.7.b.(6).</u>

If the Flight Attendant is not available for the whole month FAST will inform them of the minimum number of credited hours they need to reach when selecting pairings, prorated from the minimum lineholder guarantee of seventy-five hours (75:00). Fast will also inform them of their guaranteed minimum number of days off, prorated from ten (10).

15-A.7.b.(7). CLARIFY

<u>15-A.7.b.(7).</u>

If the Flight Attendant's seniority allows them to build a lineholder schedule, FAST will notify them whether their seniority allows them to build the line with domestic pairings or international pairings.

15-A.7.b.(8). CLARIFY <u>15-A.7.b.(8).</u> If they are no pairings in Open Time to complete a full schedule.

15-A.7.b.(8).(a). AMEND AND CLARIFY

<u>15-A.7.b.(8).(a).</u>

Domestic line

If when the Flight Attendant calls prior to the final deadline and there are no domestic pairings available in Open time, at their option, they may choose to wait for domestic pairings to become available, select any pairings advertised for pick up on the CCS trade board, or decline to continue the process. When the Flight Attendant declines to continue the process, their line guarantee shall be set at the current line value and restrictions on trip trading will be lifted at that time.

15-A.7.b.(8).(b). AMEND AND CLARIFY

15-A.7.b.(8).(b).

International line

If when the Flight Attendant calls prior to the final deadline and there are no international pairings available in Open time, at their option, they may choose to wait for international pairings to become available, select domestic pairings from Open Time, select any pairings advertised for pick up on the CCS trade board, or decline to continue the process. When the Flight Attendant declines to continue the process, their line guarantee shall be set at the current line value and restrictions on trip trading will be lifted at that time.

15-A.7.b.(8).(c). AMEND AND CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 230 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>15-A.7.b.(8).(c).</u>

International Purser line

If when the Flight Attendant calls prior to the final deadline and there are no international Purser pairings available in Open time, at their option, they may choose to wait for international Purser pairings to become available, select any other pairings from Open Time for which they hold the qualification, select any pairings advertised for pick up on the CCS trade board, or decline to continue the process. When the Flight Attendant declines to continue the process, their line guarantee shall be set at the current line value and restrictions on trip trading will be lifted at that time.

15-A.7.b.(8).(d). AMEND AND CLARIFY

<u>15-A.7.b.(8).(d).</u>

Language-qualified line

If when the Flight Attendant calls prior to the final deadline and there are no language-qualified pairings in their primary language available in Open time, at their option, they may choose to wait for language-qualified pairings to become available, select domestic pairings from Open Time, select any pairings advertised for pick up on the CCS trade board, or decline to continue the process. When the Flight Attendant declines to continue the process, their line guarantee shall be set at the current line value and restrictions on trip trading will be lifted at that time.

15-A.7.b.(9). CLARIFY

15-A.7.b.(9).

If the Flight Attendant does not complete building the line within the allotted time, FAST will complete the process.

15-A.7.b.(9).(a). CLARIFY <u>15-A.7.b.(9).(a).</u> When FAST completes the process, a Flight Attendant with an International Purser line can only be assigned International Purser pairings.

15-A.7.b.(9).(b). CLARIFY <u>15-A.7.b.(9).(b).</u> <u>When FAST completes the process, a Flight Attendant with a language qualified line</u> <u>can only be assigned language qualified pairings in their primary language.</u>

15-A.7.b.(10). CLARIFY <u>15-A.7.b.(10)</u>. <u>At 0800 on the deadline day, the line shall be set as is at that time, and the Flight</u> <u>Attendant will receive the appropriate minimum line guarantee, based on their full or</u> <u>prorated availability for the month and restrictions on trip trading will be lifted at that</u> <u>time</u>.

15-A.7.c. CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 231 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

15-A.7.c. RESERVE

15-A.7.c.(1). CLARIFY

<u>15-A.7.c.(1).</u>

Once the Flight Attendant calls, if their seniority would have resulted in holding a reserve schedule, or they choose to be on reserve status, FAST will notify them of the reserve lines they could have held. The Flight Attendant will then have twenty-four hours (24:00) to select the line to be reflected in their schedule.

15-A.7.c.(2). AMEND AND CLARIFY

<u>15-A.7.c.(2)</u>.

If the Flight Attendant is available for the whole month, they will notify FAST of the line they request subject to the seniority requirement and their reserve minimum guarantee will be ninety (90) hours. FAST will inform the Flight Attendant of their reserve guarantee if not available for the month, prorated from the reserve minimum guarantee of ninety (90) hours.

15-A.7.c.(3). CLARIFY <u>15-A.7.c.(3)</u>. <u>If the Flight Attendant does not select the reserve line within the allotted time, FAST</u> will assign them the first numerical reserve line they could have held.

15-B.1.a. AMEND

<u>15-B.1.a.</u>

Flight Attendants may be granted Company offered leaves of absence ("COLAs") without pay, on a seniority basis in a Base and/or special qualification for a period not to exceed one (1) year.

<u>15-B.1.b.(1). CLARIFY</u> <u>15-B.1.b.(1).</u> The Company may offer half-month leaves monthly.

<u>15-B.1.b.(2).</u> CLARIFY <u>15-B.1.b.(2).</u> Flight Attendant shall have the ability to preference 1st half of the month leaves, 2nd half of the month leaves or either.

<u>15-B.1.b.(3).</u> <u>15-B.1.b.(3).</u> <u>Half-months leaves will be awarded in seniority order after full month leaves and Job</u> <u>Shares.</u>

<u>15-B.1.b.(4).</u> CLARIFY <u>15-B.1.b.(4).</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 232 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The monthly flight time maximum for a Flight Attendant awarded a half month leave shall be sixty (65) hours excluding vacation pay and credit.

<u>15-B.1.b.(5). CLARIFY</u>

<u>15-B.1.b.(5).</u>

There shall be no lineholder minimum guarantee for a Flight Attendant awarded a half month leave.

15-B.2. AMEND

15-B.2.

If the Company grants additional COLAs in a Base and/or special qualification, it will grant them first from the list of Flight Attendants whose requests were filed by the original deadline. Any remaining leaves will be granted on a first come, first served basis.

15-B.3. DELETE

<u>15-B.3.</u>

The Company may require a Flight Attendant to attend training while on a COLA provided that the requirement is made known to her/him prior to accepting the leave.

15-B.5.a. AMEND

15-B.5.a.

If all open trips for the first three (3) days of the new bid month can be covered with Reserves (allowing coverage for unforeseen circumstances), Flight Attendants with carry-in trips will be released not less than twenty-four (24) hours prior to the report time of the carry-in trip as long as the releases do not create negative Reserve Coverage (TOT) as defined in Section 7.1.7.

15-B.7.c. AMEND

15-B.7.c.

The Company shall provide Flight Attendants with a reasonable amount of time for return to work. <u>The return date shall be no less than thirty (30) days after such notice is sent by certified letter, return receipt requested to the Flight Attendant at the last address filed by them with the Company.</u>

15-B.9. DELETE

15-B.9.

In the event there are unforeseen shortages in a special qualification, the Company may suspend or cancel COLAs involving Flight Attendants with the special qualification in inverse seniority order. In this event, the provisions of Paragraph 7.d. above, shall not apply.

15-C.1.a. AMEND <u>15-C.1.a.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 233 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Flight Attendants may be granted special Company offered leaves of absence ("Special COLAs") without pay, on a seniority basis in a Base and or/special qualification. The duration of a Special COLA is to be determined and published by the Company, provided that there is a specified end date. In order to constitute a Special COLA, the benefits offered must exceed those specified herein for a COLA.

15-C.1.a.(1). NEW <u>15-C.1.a.(1).</u> In the event a Special COLA and a COLA overlap on a same bid month(s), the COLA shall be changed to a Special COLA and the higher benefits shall apply to both.

<u>15-C.1.b.(1).</u> <u>15-C.1.b.(1).</u> <u>The Company may offer half-month leaves monthly.</u>

<u>15-C.1.b.(2).</u> CLARIFY <u>15-C.1.b.(2).</u> <u>Flight Attendant shall have the ability to preference 1st half of the month leaves, 2nd</u> <u>half of the month leaves or either.</u>

<u>15-C.1.b.(3).</u> <u>15-C.1.b.(3).</u> <u>Half-months leaves will be awarded in seniority order after full month leaves and Job</u> <u>Shares.</u>

<u>15-C.1.b.(4).</u> CLARIFY <u>15-C.1.b.(4).</u> <u>The monthly flight time maximum for a Flight Attendant awarded a half month leave</u> <u>shall be sixty (65) hours excluding vacation pay and credit.</u>

<u>15-C.1.b.(5).</u> CLARIFY <u>15-C.1.b.(5).</u> <u>There shall be no lineholder minimum guarantee for a Flight Attendant awarded a half month leave.</u>

15-C.2. CLARIFY 15-C.2. Paragraphs 15-B.2., 15-B.3. <u>15.B.4.,</u>-and 15-B.5<u>., 15.B.6 and 15.B.7.</u> above, shall apply to Special COLAs.

15-C.3. DELETE

15-C.3.

The Company is permitted to cancel a Special COLA under the same terms and conditions set forth in Paragraph 15-B.7. above, except that the prohibition on the

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 234 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

cancellation of other COLAs shall not apply in the case of Special COLAs with a specified end date exceeding a twelve (12) month duration.

15-E.1. AMEND AND CLARIFY

15-E.1.

Leaves of absence required due to illness or <u>occupational and</u> non-occupational injury shall be granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed the lesser of: <u>A Flight Attendant on a medical</u> leave of absence shall retain and accrue seniority for a period not to exceed six (6) years.

15-E.1.a. DELETE 15-E.1.a. The period of disability, or

15-E.1.b. DELETE 15-E.1.b. Three (3) years, or

15-E.1.c. DELETE <u>15-E.1.c.</u> The Flight Attendant's total length of active service.

15-E.2.(a). NEW <u>15-E.2.(a).</u> <u>The Company shall notify the Flight Attendant by certified letter, return receipt</u> <u>requested at the last address filed by them with the Company at least ninety (90)</u> <u>days before the end of the maximum period.</u>

15-E.3. CLARIFY

15-E.3.

For the purposes of pay and vacation step adjustments, Flight Attendants on medical leave will continue to accrue longevity <u>for all purposes</u> for the duration of the medical leave up to the maximum leave in Paragraph 15-E.1. above

15-E.4. CLARIFY

15-E.4.

<u>The</u> chart in Paragraph N. below contains additional rules and benefits that apply to medical leave.

15-E.5. CLARIFY <u>15-E.5.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 235 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>A Flight Attendant shall automatically be placed on a leave of absence for illness or injury on the seventeenth (17th) day after exhaustion of all applicable paid sick leave credits.</u>

15-E.6. CLARIFY

<u>15-E.6.</u>

A Flight Attendant who is on a medical leave of absence may elect to change to a paid sick leave status on a one-time basis.

15-E.7. NEW

<u>15-E.7.</u>

A Flight Attendant may elect to use unused vacation in the current year, or already accrued for the following year, before or concurrent with a medical leave of absence. When a Flight Attendant uses accrued vacation, they may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, they must use the entire block.

15-F.1.(a). CLARIFY

<u>15-F.1.(a).</u>

Maternity and other pregnancy related conditions will be treated like any other disability, except as provided herein. The duration of a maternity leave may extend up to twelve (12) consecutive months following the birth of the child.

15-F.1.(b). NEW <u>15-F.1.(b).</u> <u>A Flight Attendant may elect to start maternity leave at any time during the</u> <u>pregnancy but no later than ninety (90) days following the birth of the baby.</u>

15-F.1.(c). CLARIFY 15-F.1.(c). MATERNITY LEAVE EXTENSION

15-F.1.(c).(1). CLARIFY <u>15-F.1.(c).(1).</u> <u>The duration of a maternity leave may extend up to twelve (12) consecutive months</u> <u>following the birth of the child.</u>

15-F.1.(c).(2). NEW <u>15-F.1.(c).(2).</u> <u>A Flight Attendant may elect to use the maternity leave entitlements in non-</u> <u>consecutive blocks, as long as they are completed within twelve (12) months of the</u> <u>birth of the child.</u>

15-F.1.(c).(3). AMEND

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 236 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>15-F.1.(c).(3).</u>

When a Flight Attendant elects to use the maternity leave extension, they shall notify the Company no later than ninety (90) days following the birth of the baby.

15-F.1.(c).(4). CLARIFY

<u>15-F.1.(c).(4).</u>

When a Flight Attendant on another type of leave of absence or on furlough status elects to use the maternity leave extension, they shall notify the Company no later than thirty (30) days prior to her expected date of return.

15-F.1.(d). AMEND AND CLARIFY

<u>15-F.1.(d).</u>

A Flight Attendant's time on maternity leave or maternity leave extension shall not count toward the maximum time period allowable on medical leave delineated in Section 15.E.1. above.

15-F.2. AMEND

15-F.2.

For purposes of pay and vacation step adjustments, Flight Attendants on maternity leave shall accrue longevity for all purposes for the duration of the leave. for the first ninety (90) days after birth in the same manner as for a medical leave. After the first ninety (90) days, Flight Attendants shall accrue longevity for an additional one hundred eighty (180) days of leave. Thereafter, a Flight Attendant shall cease to accrue, but shall retain her longevity for purposes of pay and vacation step adjustments.

15-F.4. NEW

<u>15-F.4.</u>

The Company shall not challenge unemployment claims for Flight Attendants on a maternity leave of absence.

15-F.5.(a). CLARIFY

<u>15-F.5.(a).</u>

<u>A Flight Attendant may elect to receive sick leave pay from their sick leave bank if</u> <u>unable to work for pregnancy related medical conditions up to ninety (90) days</u> <u>following the birth of the baby.</u>

15-F.5.(b). CLARIFY

<u>15-F.5.(b).</u>

A Flight Attendant may elect to continue using sick leave after more than ninety (90) days following the birth of the baby if they are unable to return to work due to their own medical condition.

15-F.5.(c). AMEND

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<u>15-F.5.(c).</u>

Sick leave usage related to maternity shall not trigger attendance points or discipline.

15-F.5.(d). CLARIFY

15-F.5.(d).

A Flight Attendant on sick leave for maternity reasons shall automatically be placed on a leave of absence for illness or injury on the seventeenth (17th) day after exhaustion of their sick leave credits.

15-F.5.(e). NEW

<u>15-F.5.(e).</u>

A Flight Attendant may elect to receive sick leave pay while on maternity leave of absence.

15-F.5.(f). CLARIFY

<u>15-F.5.(f).</u>

A Flight Attendant who is on maternity leave of absence may elect to change to a paid sick leave status on a one-time basis.

15-F.5.(g). CLARIFY

<u>15-F.5.(g).</u>

A Flight Attendant may transition from a maternity leave of absence status to another leave of absence status or voluntary furlough without having to return to active status.

15-F.5.(h). CLARIFY <u>15-F.5.(h).</u> <u>A Flight Attendant may transition to a maternity leave of absence status from another</u> <u>leave of absence status or voluntary furlough without having to return to active</u> status.

15-F.5.(i). CLARIFY <u>15-F.5.(i).</u> <u>A Flight Attendant may elect to exhaust paid sick leave prior to using maternity leave.</u>

15-F.5.(j). NEW <u>15-F.5.(j)</u>. <u>A Flight Attendant may elect to use unused vacation in the current year, or already</u> <u>accrued for the following year, before or concurrent with a maternity leave of</u> <u>absence</u>. When a Flight Attendant uses accrued vacation, they may only use a block <u>of no fewer than six (6) consecutive days from either the beginning or end of a</u> <u>vacation period</u>. If a Flight Attendant only has a block of vacation days fewer than six (6) days, they must use the entire block.

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15-G.3. NEW <u>15-G.3.</u> <u>A Flight Attendant may elect to use the parental leave entitlement in non-consecutive</u> <u>blocks</u>, as long as it is completed within twelve (12) months of the birth of the child.

15-G.4. NEW <u>15-G.4.</u> Flight Attendants on parental leave shall accrue longevity for all purposes for the duration of the leave.

15-G.5. NEW

<u>15-G.5.</u>

A Flight Attendant may elect to use unused vacation in the current year, or already accrued for the following year, before or concurrent with a parental leave of absence. When a Flight Attendant uses awarded accrued vacation, they may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, they must use the entire block.

15-G.6. NEW

<u>15-G.6.</u>

<u>A Flight Attendant may transition from a parental leave of absence status to another</u> leave of absence status or voluntary furlough without having to return to active status.

15-G.7. NEW

<u>15-G.7.</u>

<u>A Flight Attendant may transition to a parental leave of absence status from another leave of absence status or voluntary furlough without having to return to active status.</u>

15-G.8. NEW <u>15-G.8.</u> <u>The Company shall not challenge unemployment claims for Flight Attendants on a parental leave of absence.</u>

15-H. AMEND

15-H. ADOPTION AND FOSTER CARE LEAVE

15-H.1. AMEND

15-H.1.

A Flight Attendant who legally adopts a child <u>or is granted foster care</u> shall be granted a leave of absence within twelve (12) months following the date when the Flight Attendant takes custody of the child or, if travel is required, when the Flight

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Attendant begins travel to obtain custody of the child <u>or within twelve (12) months</u> <u>following foster care placement</u>. A request for adoption <u>or foster care</u> leave must be in writing and include the requested dates. The leave request may not exceed twelve (12) consecutive months.

15-H.2. AMEND

15-H.2.

The chart in Paragraph N. below contains additional rules and benefits that apply to adoption <u>and foster care</u> leave.

15-H.3. NEW

<u>15-H.3.</u>

<u>A Flight Attendant may elect to use the adoption leave or foster care leave</u> <u>entitlement in non-consecutive blocks, as long as it is completed within twelve (12)</u> <u>months following the date when the Flight Attendant takes custody of the child or, if</u> <u>travel is required, when the Flight Attendant begins travel to obtain custody of the</u> child or within twelve (12) months following foster care placement of the child.

15-H.4. NEW

<u>15-H.4.</u>

Flight Attendants on adoption or foster care leave shall accrue longevity for all purposes for the duration of the leave.

15-H.5. NEW

<u>15-H.5.</u>

A Flight Attendant may elect to use unused vacation in the current year, or already accrued for the following year, before or concurrent with an adoption or foster care leave of absence. When a Flight Attendant uses awarded accrued vacation, they may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, they must use the entire block.

15-H.6. NEW

<u>15-H.6.</u>

<u>A Flight Attendant may transition from an adoption or foster care leave of absence status to another leave of absence status or voluntary furlough without having to return to active status.</u>

15-H.7. NEW

<u>15-H.7.</u>

<u>A Flight Attendant may transition to an adoption or foster care leave of absence</u> <u>status from another leave of absence status or voluntary furlough without having to</u> <u>return to active status.</u>

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15-H.8. NEW

15-H.8.

The Company shall not challenge unemployment claims for Flight Attendants on an adoption or foster care leave of absence.

15-I.4. AMEND

15-I.4. HOURS OF SERVICE REQUIREMENT

In order to meet the hours of service requirement for FML, a Flight Attendant must <u>have been on active status for no less than seven (7) bid months</u> in the twelve (12) month period immediately preceding the commencement of the FML leave (1) have worked or been paid for not less than 60% of the applicable total monthly guarantee; and (2) have worked or been paid for not less than five hundred four (504) hours, not including personal commute time, or time spent on vacation, medical, or sick leave.

15-I.5.c.(1). AMEND AND CLARIFY

<u>15-I.5.c.(1).</u>

A Flight Attendant may use her/his accrued sick leave, or a portion thereof, for FML authorized absences for her/his own serious health condition or pregnancy, or for the injury or illness of a spouse or minor child consistent with Section 13.D.7. prior to, or following using unpaid FML-in which case the days of sick leave will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use her/his accrued sick leave, or a portion thereof, concurrent with FML taken for her/his own serious health condition.

15-I.5.c.(2). CLARIFY

<u>15-I.5.c.(2).</u>

When a Flight Attendant uses accrued sick leave for FML authorized absences for their own serious health condition or pregnancy or for the injury or illness of a spouse or minor child consistent with Section 13.D.7., the days of sick leave used will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation.

15-I.5.d.(1). AMEND AND CLARIFY

<u>15-I.5.d.(1).</u>

A Flight Attendant may use her/his accrued vacation for the current year, or a portion thereof, before commencing an FML leave in which case the vacation days will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use her/his accrued vacation for the current year, or a portion thereof, concurrent with FML. A Flight Attendant may elect to use unused vacation in the current year, or already accrued for the following year, before or concurrent with FML. When a Flight Attendant uses accrued vacation either before or concurrent with FML leave, she/he may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, she/he must use the entire block.

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15-I.5.d.(2). CLARIFY <u>15-I.5.d.(2)</u>. <u>When a Flight Attendant uses accrued vacation for FML authorized absences, the</u> <u>vacation days used will not be counted against the Flight Attendant's seventy-eight</u> <u>(78) day FML allocation</u>.

15-J.1. AMEND

15-J.1.

A Flight Attendant who voluntarily enlists or is ordered by the government of her/his country of citizenship to enter active military duty during a period of national emergency or pursuant to law or is classified as 1-A under the Selective Service Act or the equivalent law of another country, who is unable to obtain a deferment and chooses to enlist for military duty in the Armed Forces shall be granted a leave of absence. The duration of a military leave may be up to five (5) years of the time of Armed Forces duty plus ninety (90) days thereafter, or greater if required by law.

15-J.2. CLARIFY

15-J.2.

For the purposes of pay and vacation step adjustments, Flight Attendants on military leave will continue to accrue longevity <u>for all purposes</u> for the duration of the military leave up to the maximum leave in Paragraph15-J.1. above.

15-K.1. AMEND

15-K.1.

A Flight Attendant shall be entitled to time off without loss of pay up to a maximum of four (4) five (5) consecutive days (inclusive of days free from duty) or the time allowed under Company policy, whichever is greater, in the event of a death in her/his family. Pay shall be based on trip(s) missed or reserve duty day(s). A Flight Attendant may extend the four (4) day period of paid time off by using up to fourteen (14) consecutive days of accrued vacation from the current or following year, if available.

15-M.1.b.(1). CLARIFY

<u>15-M.1.b.(1).</u>

The Flight Attendant shall be available for reassignment on those days originally scheduled for duty which do not conflict with the jury duty assignment. After five (5) or more consecutive days of jury duty, or combination of flight duty and jury duty, the Flight Attendant will be guaranteed two (2) additional days off with no loss of pay.

15-M.1.b.(2). NEW

<u>15-M.1.b.(2).</u>

<u>A Flight Attendant shall have the option of not accepting reassignment in which case their guarantee may be reduced accordingly.</u>

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15-M.2.b. AMEND

<u>15-M.2.b.</u>

The Flight Attendant shall be available for reassignment released with pay on those days originally scheduled for duty which do not conflict with the court appearance date(s). After five (5) or more consecutive days as a court witness or a combination of flight duty and court witness activity, the Flight Attendant will be guaranteed two (2) additional days off with no loss of pay.

15-N. AMEND

15-N. LEAVE OF ABSENCE CHARTS

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 243 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

TYPE OF LEAVE	DURATION	BID SENIORITY ACCRUAL	PAY & VACATION LONGEVITY (STEPS)	VACATION & SICK PAY ACCRUAL	INSURANCE BENEFITS	PASS TRAVEL BENEFITS
COLA	Up to 1 year	Duration	180 days Duration	None	Flight Attendant responsible for full premium cost for duration	Online passes <u>&</u> <u>CJA</u> for duration
SPECIAL COLA	As determined by Company with specified end date	Duration	COLA or better Duration	COLA or better	COLA or better Active rate for duration	Online passes <u>&</u> <u>CJA</u> for duration
PERSONAL	As determined by Company based on requirements of service and reason for leave	Duration	180 days 12 months	None	Flight Attendant responsible for full premium cost for duration	Online passes <u>&</u> <u>CJA</u> for duration
MEDICAL	Lesser of: period of disability, or 3 <u>6</u> years, or Flight Attendant's length of active service	Duration up to maximum	Duration up to maximum	None *except OJI, vacation accrual for duration	Active rates for duration	Online passes for duration
MATERNITY	Up to 12 consecutive months <u>after</u> <u>birth</u>	Duration	Duration	None	Active rates for duration	Online passes for duration <u>and CJA if</u> <u>not on</u> <u>medical</u> <u>leave</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to **244** propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

TYPE OF LEAVE	DURATION	BID SENIORITY ACCRUAL	PAY & VACATION LONGEVITY (STEPS)	VACATION & SICK PAY ACCRUAL	INSURANCE BENEFITS	PASS TRAVEL BENEFITS
PARENTAL	Up to 12 consecutive months	Duration	180 days Duration	None	Active rates for duration	Online passes <u>&</u> <u>CJA</u> for duration
ADOPTION <u>& FOSTER</u> <u>CARE</u>	Up to 12 consecutive months	Duration	180 days Duration	None	Active rates for duration	Online passes <u>&</u> <u>CJA</u> for duration
FAMILY MEDICAL LEAVE	Usage: Up to 78 days in a 12- month period (block and/or intermittent)	Duration	Duration	Duration	Active rates for duration	Online passes for duration <u>and CJA if</u> <u>not on</u> <u>medical</u> <u>leave</u>
MILITARY	Up to five years Length of duty + 90 days, or greater if law requires	Duration + 90 days	Duration + 90 days	None	Active rates for 36 months then full premium for remainder duration	Online passes <u>&</u> <u>CJA</u> for duration
UNION LEAVE	Term of office or position with Union	Duration	Duration	Duration	Active rates for duration	As active employee for duration

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SECTION 16

JOB SHARE AND PARTNERSHIP FLYING PROGRAMS

16-A.2.a. AMEND

16-A.2.a. ANNUAL PARTNERSHIP

The Annual Partnership Program covers a twelve (12) bid month period. The availability of annual partnerships is determined by the Company's Flight Attendant staffing needs based upon qualifications at a Base, but the total number of Annual Partnerships made available at each Base shall never be less than two percent (2%) of the Base population. When offered, Annual Partnerships shall begin in May of each year, unless changed by mutual agreement of the Company and the Union.

16-A.2.c. AMEND AND CLARIFY

16-A.2.c. FURLOUGH-MITIGATION PARTNERSHIP

A furlough-mitigation partnership covers a period of thirteen (13) or more bid months. Prior to implementing any involuntary furlough, the Company shall offer furloughmitigation partnerships sufficient to eliminate the need to furlough. Such partnerships shall be offered to (i) all Flight Attendants in Bases within the continental United States, and (ii) all Flight Attendants in Bases outside the continental United States if Flight Attendants in that Base will be subject to furlough or displacement. Participation in the Program shall be awarded in system seniority order among eligible Flight Attendants. A Flight Attendant may not avoid <u>their her/his</u> own involuntary furlough by entering into a furlough-mitigation partnership.

16-A.2.c.(1). NEW

<u>16-A.2.c.(1).</u>

Furlough-Mitigation Partnerships shall be awarded concurrently with Voluntary Furloughs and prior to an Involuntary Furlough.

16-A.2.c.(1).(a). NEW

<u>16-A.2.c.(1).(a).</u>

Flight Attendants shall be able to bid a Furlough-Mitigation Partnership and/or a Voluntary Furlough. Flight Attendants shall be able to rank their preference for a Furlough-Mitigation Partnership and/or a Voluntary Furlough including the ability to rank the various lengths of Furlough-Mitigation Partnership(s) and a Voluntary Furlough(s).

16-A.2.c.(1).(b). NEW <u>16-A.2.c.(1).(b).</u>

In the event various lengths of Furlough-Mitigation Partnership(s) and Voluntary <u>Furlough(s) are offered</u>, Furlough-Mitigation Partnership(s) and Voluntary Furlough(s) of the same length shall be combined and awarded in seniority order among those

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who bid for a Furlough-Mitigation Partnership and a Voluntary Furlough of the same length.

16-A.3. CLARIFY

16-A.3. ORDER OF AWARD

The Company may offer multiple-month partnerships and multi-month leaves, either together or separately. When the Company offers both multiple-month partnerships and multi- month leaves of the same length, they will be combined and awarded in seniority order. When full month <u>and/or half-month leaves</u> (Company Offered Leaves of Absence(s) or Special Company Offered Leaves of Absence(s) and job shares are offered, they will be combined and awarded in seniority order.

16-C.3. AMEND

16-C.3.

Within forty-eight hours (48:00) after a line of flying has been awarded, the Flight Attendants shall divide the line, through CCS (or future equivalent), so that the line value is shared as evenly as possible without splitting any trips or block of reserve days unless one block must be split to evenly divide the line. Reserve lines will not be split to create short blocks of days of availability, except when the short block abuts the last day of the bid month.

16-C.4. AMEND AND CLARIFY

16-C.4.

A Flight Attendant in a job share or partnership is limited to a monthly maximum of fifty-five hours (55:00) sixty hours (60:00) pay and credit excluding vacation.

16-C.4.a. CLARIFY AND AMEND <u>16-C.4.a.</u> Lineholder Monthly Maximum Calculation When Picking Up a Trip(s)

Job Share Monthly Maximum minus Total Credit Value of Trips in the Line equals Number of Additional Hours That May Be Picked Up

EXAMPLE:

A Lineholder in a Job Share has two (2) trips outside of a vacation period that have a combined credit value of 35:00 hours:

<u>60:00 hours monthly maximum – 35:00 credit hours = 25:00 additional hours may be</u> picked up.

Credited vacation hours are not to be included in the Job Share Monthly Maximum

16-C.4.b. CLARIFY AND AMEND

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 248 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>16-C.4.b.</u> Reserve Monthly Maximum Calculation When Picking Up a Trip(s)

Reserve Daily Value times the Number of Reserve Availability Days equals Total Credit Value of Reserve Days

Job Share Monthly Maximum minus Total Credit Value of Reserve Days equals Number of Additional Hours That May Be Picked Up

EXAMPLE:

A Reserve in a Job Share has nine (9) days of availability in a bid month:

<u>9 days of availability x 5:00 per Reserve day = 45:00 hours of credit value of Reserve</u> Days

<u>60:00 hours monthly maximum – 45:00 hours = 15:00 hours may be picked up on</u> <u>Reserve days off</u>

Credited vacation hours are not to be included in the Job Share Monthly Maximum

16-C.8. CLARIFY

16-C.8.

Once a line is divided, each Flight Attendant may adjust <u>their her/ his</u> individual schedules through normal contractual processes. <u>Reserves and</u> shall use their <u>her/his</u> seniority to compete for move-up lines. <u>Lineholders shall use their seniority to compete and participate in the seniority trip trade window.</u>

16-D.3. AMEND

16-D.3. SUSPENSION OR CANCELLATION OF MULTIPLE-MONTH PARTNERSHIP PROGRAM

The Company may suspend or cancel multiple-month partnerships in the event there are unforeseen staffing shortages during the Partnership Program term, provided that all multiple-month partnerships in the affected Base are suspended or cancelled to the extent that they overlap the staffing shortage period. The Company shall not suspend or cancel multiple month partnerships.

16-D.3.a. DELETE 16-D.3.a. If the Company suspends or cancels a Multiple-Month Partnership Program, it shall:

16-D.3.a.(1). DELETE 16-D.3.a.(1).

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 249 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Provide advance notice to the Union, including the Base where the multiple-month partnerships will be cancelled or suspended and the length of any suspension;

16-D.3.a.(2). DELETE

16-D.3.a.(2).

Notify the affected Flight Attendants prior to the opening of line bids for the first bid month that the Program is cancelled or suspended;

16-D.3.a.(3). DELETE

16-D.3.a.(3).

Cancel any job shares previously awarded and not offer any new job shares at the affected Base during the period when multiple-month partnerships are cancelled or suspended;

16-D.3.a.(4). DELETE

16-D.3.a.(4).

Not initiate any new time-off programs, at the affected Base during the period when multiple-month partnerships are cancelled or suspended;

16-D.3.a.(5). DELETE

16-D.3.a.(5).

Not cancel another multiple-month partnership program for two years after the last month of the cancelled/suspended multiple-month partnership term, at the affected Base.

16-D.3.b. DELETE

16-D.3.b.

When the Company has suspended multiple-month partnerships, it shall reinstate all of the partnerships in the same bid month with the same Flight Attendant pairs.

16-D.3.c. DELETE

16-D.3.c.

In the event there are unforeseen shortages in a special qualification, the Company may suspend or cancel Multiple- Month Partnerships involving Flight Attendants with the special qualification in inverse seniority order. In this event, the provisions of Paragraphs 3.a.(3)., 3.a.(4)., and 3.a.(5). above shall not apply.

16-D.4. CLARIFY

16-D.4.

Cancellation of a Furlough-Mitigation Partnership Program

The Company may cancel, in whole or in part, a Furlough-Mitigation Partnership Program. If the Company is not cancelling an entire Program, it shall solicit Flight Attendant volunteers in seniority order. If there are insufficient volunteers, the Company shall select Flight Attendants in inverse seniority order. Remaining

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participants shall be re-paired in accordance with Paragraph 16-B.3. above. If there are no available qualified Flight Attendants to re-pair a Partnership at the affected Base, the remaining partner shall bid for lines of flying using her/his own seniority and shall drop trips, or reserve availability days if applicable, to comply with Paragraphs 16-C.3. and 16-C.4. above, until <u>their her/his</u> Partnership term ends.

16-D.4.a NEW

<u>16-D.4.a</u>

<u>Furlough-Mitigation Partnerships shall only be cancelled, in whole or in part,</u> <u>subsequent to recalling Flight Attendants from Involuntary Furlough and prior to</u> <u>recalling Flight Attendants from Voluntary Furlough in accordance with Sections 18-</u> <u>A.4.b.,18-A.4.c., 18.B. and 18.F.</u>

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SECTION 17

FILLING OF VACANCIES

17-A.1.a. NEW

<u>17-A.1.a.</u>

The Company shall make available comprehensive information on each of its Bases for Flight Attendants to review when considering a transfer. The information shall include, but not be limited to, the following:

Information relevant to the Base, including access to United facilities (Base, Clinic, Parking, Training Center, Security, etc.) Required Visas Specific immigration information Taxation Overview of the metropolitan area served by the airport Transportation to the airport and public transportation options Housing and lodging information Any other Base specific or unique information

17-A.2. CLARIFY

17-A.2.

When permanent Base vacancies occur, the senior Flight Attendant who has a bid on file will be offered an opportunity to transfer and fill the vacancy. A Flight Attendant may withdraw <u>their her/his</u> bid at any time prior to the time offered an opportunity to transfer. However, a Flight Attendant who refuses an opportunity to transfer in accordance with a bid shall <u>not be eligible for a transfer award</u> not file another bid for a period of three (3) months from the date of refusing to transfer.

17-A.2.a. CLARIFY

<u>17-A.2.a.</u>

For example, a Flight Attendant that declines a transfer on April 20th will not be eligible to be awarded a transfer with an effective date before July 20th.

17.A.2.a.(1). NEW <u>17.A.2.a.(1).</u> Flight Attendants with an inhibit shall be awarded their transfer following the ranking provided for in 17-A.6.b. below.

17-A.3. CLARIFY

17-A.3.

Upon transfer, the Flight Attendant shall <u>not be eligible for a transfer award not file</u> another bid for a period of six (6) months from the date of transfer <u>(for example, in</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 253 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

accordance with 17-A.3., once a Flight Attendant that accepts a transfer with an effective date of August 1st will not be eligible to be awarded a transfer that has an effective date before February 1st), except:

17-A.3.a. CLARIFY

17-A.3.a.

A Flight Attendant transferred under Paragraph K of this Section may bid back to the Base from which surplused, <u>or be awarded a transfer to any Base</u>, without having to wait six (6) months.

17.A.3.a.(2). NEW <u>17.A.3.a.(2).</u> Flight Attendants with an inhibit shall be awarded their transfer as provided for in 17-<u>A.6.b. below.</u>

17-A.6. CLARIFY

<u>17-A.6.</u>

Once a Flight Attendant has submitted a transfer bid(s), their position on the transfer list(s) will be applied to the bids on file and they will be able to view their relative position on the transfer list(s) to a specific Base(s) in the Company's computer system. For example, if there are sixty (60) transfers bids on file for a specific base, and the Flight Attendant submitting a bid would be ranked number 15 according to their seniority, the computer system would display the ranking as 15/66 where 15 represents the placement on the list and 66 represents the total number of transfer bids on file to that base.

17-A.6.a. NEW

<u> 17-A.6.a.</u>

Additionally, the Company shall post a list in the Company's computer system of transfers on file to a specific Base(s). This transfer list shall, at a minimum, include the following information:

Name Seniority Current Base Base(s) being bid Special Qualification(s)

17-A.6.b. NEW

<u>17-A.6.b.</u>

The list of transfers on file, per Section 17-A.6.a. above, shall be ranked in seniority order with the Flight Attendants who are subject to a transfer inhibit ranked in seniority order after those without a transfer inhibit as provided for in paragraphs A.2. and A.3., above.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 254 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

17-A.7. NEW

<u>17-A.7.</u>

In the event that a Flight Attendant has a transfer bid(s) on file and is inhibited from a transfer award in accordance with Section 17-A.2. or 17-A.3. above, such transfer bids shall be awarded after all non-inhibited transfers on file have been awarded.

17-A.8. CLARIFY

<u>17-A.8.</u>

Prior to the assignment of new hires to any Base, all transfer bids on file shall be awarded.

17-B. CLARIFY

17-B. Moving Expenses

Successful bidders on Flight Attendant assignments to newly established Bases, as <u>defined in Section 2-A.</u>, shall be considered as transferred at Company request and Section 26 [Moving Expenses] of this Agreement shall apply.

17-D.1. AMEND

17-D.1.

The Company shall advise the MEC President in writing ninety (90) days before establishing or terminating a Base location. The recommendations of the Union shall be considered by the Company before making changes in the location of Bases. <u>The Company shall designate sufficient vacancies at other Bases where Flight Attendants have the legal ability to work</u>.

17-D.1.a. NEW

<u>17-D.1.a.</u>

The Company shall not close any Base location without making sufficient vacancies available at other Bases where Flight Attendants have the legal ability to work. Sufficient vacancies shall be equal to or greater than the total number of Flight Attendants affected by the Base closure.

17-D.1.b. NEW

<u>17-D.1.b.</u>

The Company shall be prohibited from terminating a Base location in the circumstance where they choose not, or are unable, to identify locations where Flight Attendants are legally able to work.

17-E. DELETE

17-E. Minimum Eligibility

Unless a lesser restriction is determined by the Company, a Flight Attendant shall be eligible to bid vacancies only upon completion of her/his probationary period.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 255 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

17-F.1. CLARIFY

<u>17-F.1.</u>

This Section of the Agreement shall be in effect on an ongoing basis and is intended to expedite transfers when two or more Flight Attendants have transfers on file to each other's domicile, and they are the most senior Flight Attendants with such transfer requests on file to the domiciles involved.

17-G.1. AMEND

17-G.1.

Successful bidders on permanent Base transfers, Flight Attendants making mutual transfers by seniority with the approval of the Company, and Flight Attendants transferring in accordance with Paragraph I. of this Section shall pay their own moving expenses to their new Base location except that the Company shall furnish free contingent air transportation on the Company's system for such Flight Attendants and their spouse and dependents to the extent permitted by law, and shall allow such Flight Attendants to ship at least <u>one thousand (1,000)</u> up to five hundred (500) pounds of personal effects to the new Base as space available COMAT on Company aircraft.

17-G.2.b. AMEND

17-G.2.b.

Shipping allowances <u>at least one thousand (1,000)</u> up to five hundred (500) pounds of personal effects to the new Base as space available COMAT on Company aircraft.

17-G.2.c.(1). AMEND

17-G.2.c.(1).

Free hotel accommodations at the new station for a period of seven (7) days, which may be extended on an individual basis by the Manager of Inflight Service. <u>At the Flight Attendant's option, these nights need not be consecutive.</u>

17-G.2.c.(2). AMEND

17-G.2.c.(2).

The Company will make its best effort to arrange single room accommodations. If an insufficient number of single hotel rooms are available at the designated hotel to accommodate all such Flight Attendants, the Company agrees to make its best efforts to locate and arrange for single room accommodations at other equivalent hotels.

17-G.2.c.(3). DELETE

17-G.2.c.(3).

If, however, despite the best efforts of the Company, it is unable to arrange single hotel rooms for all such Flight Attendants, double occupancy may then occur.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 256 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

17-H.1. AMEND

17-H.1.

Upon arrival at a new Base, a Flight Attendant who voluntarily changes Bases, is involuntarily transferred, transfers to a newly established Base or is initially assigned will be allowed up to three (3) days <u>at the Flight Attendant's her/his</u> option for the purpose of settling, to be allowed at any time within twelve (12) months of the effective date of the new assignment. Such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.

17.H.1.a. CLARIFY

<u>17.H.1.a.</u>

Travel Time

Travel time shall be provided for the purpose of travelling to the new Base. Travel time is applied in consecutive days directly preceding the effective date of the transfer. Travel time is provided when the awarded schedule or vacation does not provide sufficient time off to travel.

17.H.1.a.(1). CLARIFY

<u>17.H.1.a.(1).</u>

<u>Travel time is based upon the applicable driving or flying distance.</u> Documentation may be required to verify mode of transportation. A new hire Flight Attendant's travel to their first Base is measured from where the car is located and must be taken within thirty (30) days of assignment.

17.H.1.a.(2). CLARIFY

<u>17.H.1.a.(2).</u>

By selecting flying or driving this may result in assignment(s)/pairing(s) being dropped should they conflict with the travel day(s). A Flight Attendant who voluntarily changes Bases for the first time, who is involuntarily transferred, transfers to a newly established Base, is initially assigned or is eligible for the Career Move as provided for in Section 26-A.3 is eligible for paid travel time. Each subsequent transfer is still entitled to travel time but will not receive pay protection.

17.H.1.a.(3). AMEND

<u>17.H.1.a.(3).</u>

Travel time is based on the original awarded line of flying. Travel time will be applied by utilizing the formula in the Flight Attendant Transfer and Moving Guide in Section 26.

17.H.1.b. CLARIFY <u>17.H.1.b.</u> <u>Settling Time</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 257 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Settling Time is for the sole purpose of assisting Flight Attendants in geographically relocating due to a Base transfer. Settling Time is applied after the effective date of the transfer and must be requested in advance by the Flight Attendant.

17.H.1.b.(1). CLARIFY

<u>17.H.1.b.(1).</u>

Settling Time is for up to three (3) consecutive days (which may include scheduled days off, as well as work days) to be used within twelve (12) months of the effective date of the transfer.

17.H.1.b.(2). CLARIFY

<u>17.H.1.b.(2).</u>

Settling Time requires an actual move between one residence and another. However, a change of residence need not be to the new Base, but rather to a location from which a Flight Attendant intends to commute. The Company may require proof that a residential move has or will take place.

17-I. CLARIFY

17-I. Emergency Transfer

When a Flight Attendant desires to <u>change vacate</u> <u>their her/his</u> Base assignment for personal reasons due to hardship, the request to <u>temporarily</u> vacate shall be considered jointly by the Managing Director Labor Relations or designee, and the MEC President or designee, and in accordance with their mutual agreement, a decision may be rendered, permitting such Flight Attendant to <u>temporarily</u> vacate the assignment and be assigned to another Base on a temporary or permanent basis.

17.J.2.a. NEW

<u>17.J.2.a.</u>

The Company shall not surplus Flight Attendants from any Base location without making sufficient vacancies available at other Bases where Flight Attendants have the legal ability to work. Sufficient vacancies shall be equal to or greater than the total number of Flight Attendants subject to surplus.

17-J.3.a. AMEND

17-J.3.a.

A surplus at one or more Base(s) shall be considered to exist when the Company has posted notice of the surplus on the Flight Attendant bulletin boards at those Bases affected and all Bases across the system. The notice will be posted no fewer than <u>sixty (60)</u> forty-five (45) days before the effective date of report to a new Base and will include the vacancies determined by the Company across the system. The Company shall designate sufficient vacancies at other Bases where Flight Attendants have the legal ability to work. Sufficient vacancies shall be equal to or greater than the total number of Flight Attendants subject to surplus. The bulletin shall state the

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 258 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

number of vacancies if more than one, location of the vacancy and the place where bids are to be sent and the last date on which they will be received. Such date will be a minimum of <u>thirty (30)</u> fifteen (15) days after the date a bulletin is posted.

17-J.3.e. AMEND

17-J.3.e.

Any Flight Attendant transferring to fill such vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than <u>thirty (30)</u> fifteen (15) days from the date notified of the assignment.

17-J.4. CLARIFY

17-J.4.

A Flight Attendant who is declared surplus and is transferred to another Base shall have preferential right to return to their her/his former assignment when a vacancy occurs. Such preferential right shall not exceed five hundred forty (540) days and shall be exercised only for the first opportunity. During the initial one hundred eighty (180) days of such period, the Flight Attendant shall be given unlimited non-revenue space available (NRSA) business passes, with a higher boarding priority than space available leisure travel, and two (2) round trip NRPS business passes per month for travel between the Base to which transferred and the former Base.

17-J.4.a. NEW

<u>17-J.4.a.</u>

The provisions of 17-J.4. shall also apply to those Flight Attendants who have been subject to a Base closure.

17-K.1. AMEND

17-K.1.

A Flight Attendant who must transfer because <u>they are</u> she/he is surplus or because of geographical relocation of Flight Attendant assignments may bid to another Base in accordance with Paragraph 17-A. of this Section. If the bid is honored prior to the involuntary transfer, <u>they</u> she/he shall be considered as transferred at Company request and the moving expenses shall be paid by the Company (in accordance with Section 26 of this Agreement [Moving Expenses]) to the Base to which she/he would have been assigned if her/his involuntary transfer has been completed or to the Base bid, whichever is the closer. <u>The Company shall designate sufficient vacancies at</u> other Bases where Flight Attendants have the legal ability to work. <u>Sufficient</u> vacancies shall be equal to or greater than the total number of Flight Attendants <u>subject to surplus or because of geographical relocation of Flight Attendant</u> <u>assignments.</u>

17-K.2. AMEND 17-K.2.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 259 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

If after exhausting all of the options under the provisions of Section 18.B.3., the Company requires furloughed Flight Attendants to be recalled to a <u>Base continent</u> other than the one from which furloughed, the provisions of Section 26 shall apply to the transfer back to the <u>Base continent</u> from which furloughed.

17-L.1. AMEND

17-L.1.

A Flight Attendant shall receive Positive Space (PS5B or future equivalent) travel for the Flight Attendant, spouse or domestic partner, and dependents when reporting to their new base as a result of a voluntary transfer.

Unless eligible under Section 26-A.2., a Flight Attendant will receive two (2) round trip NRSA SA1B (or its future equivalent), non-revenue, no charge, space available passes per month to be used by the employee, spouse and/or dependents during the initial one hundred eight (180) days after report. After the initial one hundred eight (180) days after report. After the initial one hundred eight (180) days after report. After the initial one hundred eight (180) days after space one round trip NRPS PS5B (or its future equivalent), non-revenue positive space business pass annually in order to conduct personal business at the location of their former residence.

17-L.1.a. AMEND AND CLARIFY

<u>17-L.1.a.</u>

In addition to the provisions of Section 26, aFlight Attendant will receive two (2) round trip NRSA SA1B (or its future equivalent), non-revenue, no charge, space available passes per month to be used by the employee, spouse and/or dependents during the initial one hundred eight (180) days after report. After the initial one hundred eighty (180) days, the Flight Attendant will receive one round trip NRPS PS5B (or its future equivalent), non-revenue positive space business pass annually in order to conduct personal business at the location of their former residence.

17-L.2. AMEND

17-L.2.

In addition to the provisions of Section 26, The the following provisions shall apply to Flight Attendants who must transfer from a Base outside the U.S. and its territories due to governmental restrictions:

17.N. NEW

<u>17.N.</u>

Under no circumstance shall a Flight Attendant be terminated or otherwise separated from employment with the Company as a result of a Base closure or Surplus as provided for in Section 17.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 260 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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SECTION 18

REDUCTION IN PERSONNEL

18-A. AMEND AND CLARIFY

<u>No later than one hundred and twenty (120) days Prior prior</u> to announcing or implementing any involuntary reduction in Flight Attendant personnel, the Company shall notify and confer with the MEC President/designee. <u>The Company shall provide</u> the MEC President/Designee will all relevant information including the total number of headcount reduction and the expected date of the announcement. Following such conference the Company shall:

18-A.1. AMEND

18-A.1.

Offer and award in system seniority order voluntary furloughs to those Flight Attendants senior to the most senior Flight Attendant who would otherwise be involuntarily furloughed. The number of Flight Attendants to be involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted and any other voluntary headcount reduction, time off and other mitigation programs. The designated most senior Flight Attendant who would otherwise be involuntary furloughed shall continue to move down for every full-time equivalent person of the combined voluntary mitigation programs above the moving line until it reaches a Flight Attendant who has not volunteered.

18-A.2. AMEND AND CLARIFY

18-A.2.

The posting period for voluntary furloughs shall be <u>no later than ninety days prior to</u> <u>its implementation unless otherwise</u> agreed upon by the Company and Union. Such posting shall include instructions for submitting bids, <u>the anticipated timeline for the</u> <u>process</u> and the specified duration of the voluntary furlough <u>as well as the total</u> <u>number of the headcount reduction</u>, the seniority of the most junior person subject to <u>involuntary furlough and information regarding other available headcount reduction</u> <u>and time off programs</u>.

18-A.3.c. AMEND

18-A.3.c.

Be eligible for the same on-line pass benefits as an active Flight Attendant. (except CJA), The Flight Attendant will continue to have access to CJA as long as they maintain their qualifications.

18-A.3.h. NEW <u>18-A.3.h.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 262 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>Be allowed, at their option, to attend training and meetings while on voluntary</u> furlough and be paid and provided with transportation and lodging as if they were in active service.

18-A.4.b. CLARIFY

18-A.4.b.

If a recall is necessary prior to the termination of the specified duration of the voluntary furlough, recall will first be offered to those involuntarily furloughed in accordance with Paragraph F. of this Section the following shall apply:

18-A.4.b.(1). CLARIFY <u>18-A.4.b.(1).</u> <u>Recall will first be offered to those involuntarily furloughed in accordance with</u> <u>Paragraph F. of this Section.</u>

18-A.4.b.(2). NEW

18-A.4.b.(2).

Then other voluntary headcount reduction, time off and mitigation programs will be canceled in inverse order of implementation prior to the termination of voluntary furlough. The cancelation or return to active status in each individual programs shall be offered in seniority order but assigned in inverse seniority order when volunteers are still needed.

18-A.4.b.(3). NEW
<u>18-A.4.b.(3).</u>
<u>Cancellation of COLAs and Special COLAs during a period of where voluntary</u>
<u>furloughs are in effect shall not be subject to the restrictions delineated in Section</u>
<u>15.B.7.d.</u>

18-A.4.b.(4). NEW
<u>18-A.4.b.(4)</u>
<u>Voluntary furloughs and furlough mitigation partnerships delineated in Section</u>
<u>16.A.2.c. shall be awarded concurrently.</u>

18-A.4.b.(5). NEW

18-A.4.b.(5)

Flight Attendants shall be able to bid a Furlough-Mitigation Partnership and/or a Voluntary Furlough. Flight Attendants shall be able to rank their preference for a Furlough-Mitigation Partnership and/or a Voluntary Furlough including the ability to rank the various lengths of Furlough-Mitigation Partnership(s) and a Voluntary Furlough(s).

18-A.4.b.(6). NEW <u>18-A.4.b.(6)</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 263 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

In the event various lengths of Furlough-Mitigation Partnership(s) and Voluntary Furlough(s) are offered, Furlough-Mitigation Partnership(s) and Voluntary Furlough(s) of the same length shall be combined and awarded in seniority order among those who bid for a Furlough-Mitigation Partnership and a Voluntary Furlough of the same length.

18-A.5. NEW <u>18-A.5.</u> <u>The Company shall allow full access to CCS, or its equivalent, to Flight Attendants on</u> <u>voluntary furlough.</u>

18-B. AMEND AND CLARIFY

18-B.

Any reduction in Flight Attendants who have completed probation shall be in inverse order of system classification seniority, subject to Section 14 and shall include those who have not completed probation. A furloughed An involuntary furloughed Flight Attendant shall be re-employed in order of system classification seniority at the time of the furlough. A Flight Attendant recalled to a different Base will be eligible for moving expenses under the provisions of Section 26.

18-B.1.a. CLARIFY

<u>18-B.1.a.</u>

Recall to the Base from which furloughed will take precedence over any bids to that Base which may be on file.

18-B.1.b. NEW

<u>18-B.1.b.</u>

A Flight Attendant shall not be recalled to a different Base unless the base has been closed or the base is subject to a surplus and the Flight Attendant's seniority would be subject to the surplus.

18-C. DELETE

18-C.

A probationary Flight Attendant who is furloughed rather than released, may within thirty (30) days replace the Flight Attendant most junior to her/him on the seniority list. Such transfer shall be without expense to the Company, but free contingent air transportation on the Company's system shall be furnished to the extent permitted by law.

18-D. AMEND

18-D.

When it becomes necessary to furlough Flight Attendants due to a reduction in force, at least thirty (30) ninety (90) calendar days' notice of such reduction shall be given all Flight Attendants affected, provided, however, that when there is temporarily no

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 264 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

work because of an Act of God, labor dispute, or other circumstances over which the Company has no control, Flight Attendants may be furloughed without advance notice. For the purpose of this Paragraph, over-staffing of Flight Attendants, flight interruptions or cancellations because of weather conditions are not considered circumstances over which the Company has no control.

18-F. AMEND AND CLARIFY

18-F.

A Flight Attendant on <u>involuntary</u> furlough shall not be entitled to preference in reemployment if she/he does not comply with the requirement of Paragraph E. of this Section, or does not notify the Company by certified lette<u>r</u>, <u>electronically</u>, or by telegram <u>signature-required parcel delivery service (e.g., FedEx, UPS)</u> of intention to return to the service within fourteen (14) days after receipt of notice offering to reemploy her/him or does not return to the service of the Company on or before the date specified in the notice offering re-employment. Such date shall not be less than thirty (30) days after such notice is sent by certified letter, return receipt requested_or by telegram <u>signature-required parcel delivery service (e.g., FedEx, UPS)</u> to the Flight Attendant at the last address filed by her/him with the Inflight Service Office.

18-G.1. AMEND AND CLARIFY

<u>18-G.1.</u>

A Flight Attendant <u>involuntary</u> furloughed due to reduction in force, on return to duty, shall be allowed, for seniority purposes, all time accrued prior to such furlough but shall not continue to accrue seniority for all purposes during the period of furlough. Coverage under the Company's Accident, Sickness and Dental Program shall be continued on the same basis as an active Flight Attendant for the first ninety (90) days of the duration of the furlough. All such furloughs shall expire at the end of six (6) ten (10) years from the effective date of furlough and the Flight Attendant shall cease to have preference for re-employment.

18-G.2. NEW

<u>18-G.2.</u>

<u>A Flight Attendant who is involuntary furloughed due to a reduction in force shall be eligible for the same on-line pass benefits as an active Flight Attendant.</u>

18-H.1.b. AMEND

18-H.1.b.

The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft, labor dispute, or other circumstances over which the Company has no control.

18-H.1.e. CLARIFY 18-H.1.e.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 265 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

There is a temporary cessation of work because of circumstances beyond the Company's control.

18-H.2. AMEND

18-H.2.

The amount of furlough pay due under this Paragraph shall be based on the length one (1) month of pay for every year of active service with the Company and shall be computed on the basis of the Flight Attendant's minimum monthly reserve guarantee rate at time of layoff. as follows:

If a Flight Attendant has

completed: Pay Benefit

<u> </u>	2 weeks
<u> </u>	1 month
	1 1/4 months
	<u> </u>
	2 months
- 6 years	2 1/2 months
	3 months
<u> </u>	3 1/2 months
	4 months
<u> </u>	4 1/2 months

18-H.4. CLARIFY

18-H.4.

A Flight Attendant returning to the service of the Company after being on a layoff who is again laid off under conditions entitling her/him to furlough allowance shall be entitled to an amount computed on years of active service with the Company after the date of such return to the Company's service. If for any reason a Flight Attendant did not use all of the severance allowance to which entitled, and is again laid off under conditions entitling her/him to severance allowance, she/he shall be entitled to an amount computed on years of compensated service with the Company after the date of such return to the Company's service, plus any previously unused severance allowance, if any. <u>A Flight Attendant recalled by the Company who is later involuntary</u> furloughed shall be entitled to furlough pay as provided per 18.H.2.

18-H.5. NEW

<u>18-H.5.</u>

The Company shall allow access to CCS, or its equivalent, to Flight Attendants on involuntary furlough in order to update their address, allow them to access employee reservations, access benefits and access all applicable bids.

18-H.6. NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 266 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>18-H.6.</u>

The Company shall not challenge unemployment claims for Flight Attendants on furlough, voluntary or involuntary, or any of the other voluntary headcount reduction, time off and mitigation programs.

18-H.7. NEW

<u>18-H.7.</u>

During periods when Flight Attendants are on involuntary furlough status, Domestic and International lines of flying shall be constructed so that the average of all lines at each Base is not more than seventy-two (72) hours credited flight time per month.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 267 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

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Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 268 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

SECTION 19

SAFETY, HEALTH AND SECURITY

19-A.3. CLARIFY

19-A.3.

Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (currently <u>Spotfire Daily Safety Reports</u> or future equivalent) and/or inflight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.

19-A.3.a. CLARIFY

<u>19-A.3.a.</u>

The MEC Safety, Health and Security Chairperson/designee shall have access to the electronic database of these reports. The electronic database of these reports shall be searchable.

19-A.4. AMEND

19-A.4.

The MEC President and/or the MEC Safety, Health and Security Chairperson/AFA designee will be provided access to the Crisis Center Observation Room for safety and security related incidents.

19-A.5. NEW

<u>19-A.5.</u>

<u>The MEC Safety, Health and Security Chairperson/designee will be granted</u> <u>electronic access to all Irregular Operations Reports (currently IORs or future</u> <u>equivalent)</u>. The electronic database of these reports shall be searchable. Upon request, the Company shall meet to discuss and review these reports with the MEC Safety, Health and Security Chairperson/designee upon request.

19-B.1.c.(8). CLARIFY

19-B.1.c.(8).

Amber Alert resulting in a preparation for evacuation and Inflight Scheduling (OPBSK WHQSK) is notified. Nothing herein shall limit the Company from notifying the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee of other incidents pursuant to the Inflight Service Emergency Response Manual. <u>The Inflight Service Emergency Manual (currently known as Accident/Incident Response Procedures or future equivalent) will be amended to include category A, B, C, and D emergency response classifications (and future equivalents) as an event requiring notification per Section 19-B.1.</u>

19-B.1.c.(8).(1). CLARIFY

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 269 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>19-B.1.c.(8).(1).</u>

The Inflight Service Emergency Manual (currently known as Accident/Incident Response Procedures or future equivalent) and any revisions to this manual will be reviewed with and provided to the MEC Safety, Health and Security Chairperson/designee.

19-B.5. CLARIFY

19-B.5.

In the event of any accident (as defined in Paragraph 19-B.1.a. above), the MEC Safety, Health and Security Chairperson/designee shall designate up to two (2) members of the AFA Safety, Health and Security Committee as an accident or incident Response "Go-Team". The MEC Safety, Health and Security Chairperson/designee shall provide the Company with a list of the Go-Team members.

19-B.5.a. CLARIFY

<u>19-B.5.a.</u>

The Company shall provide the Go-Team members with positive space must-ride travel where service is provided by the Company or make any respective arrangements with partner airlines in order to go to and from an accident or major incident site. If there are subsequent flights to an aircraft accident or incident site, the MEC Safety, Health and Security Chairperson may designate additional AFA Safety, Health and Security representatives to travel to and from an accident or incident site.

19.B.5.b. CLARIFY

<u>19.B.5.b.</u>

In the event of any accident (as defined in Paragraph 19-B.1.a. above) in any foreign country, if Inflight Service is granted access to the crash site, the Company will endeavor to include the MEC Safety, Health and Security Chairperson or AFA qualified designee among those granted access to the site. In such cases, if expedited documentation or transportation arrangements are made for Inflight Service, the Company will endeavor to obtain the same for the MEC Safety, Health and Security Chairperson or AFA qualified designee. The Company shall maintain a current list of Visa requirements of the countries served by scheduled Company flights and upon request shall provide such list to the MEC Safety, Health and Security Chairperson.

19-E. AMEND

19-E. Access to Secure Areas

The Company will attempt to secure a security badge(s) and customs hologram(s) for MEC and LEC Safety, Health and Security Chairpersons that grant access equal to that of Inflight Service management at their respective Domiciles for the exclusive purpose of dealing with health and safety incidents involving United Flight

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 270 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Attendants. Should the Company be unable to acquire such ID badge(s) in certain Domiciles <u>due to airport specific regulations</u>, the Company will make every effort to ensure escort access to secure areas, such as Customs and Immigration, when health and safety incidents involving United Flight Attendants occur.

19-F.1. CLARIFY

<u>19-F.1.</u>

The Company and the MEC Safety, Health and Security Committee shall meet and confer at least monthly, on safety, health and security matters pertaining to Flight Attendants. Meetings related to passenger incidents and security issues, such as geopolitical events, may occur more often as necessitated by current and ongoing events.

19-F.2. CLARIFY

<u>19-F.2.</u>

The MEC Safety, Health and Security Committee will attend Safety Management System (SMS) meetings. These SMS meetings will focus on managing safety risk and assuring the effectiveness of safety risk controls, including systematic procedures, practices, and policies for the management of safety risk.

19-F.3. CLARIFY

<u>19-F.3.</u>

The Company will provide flight pay loss to the MEC Safety, Health and Security Chairperson/AFA designee whenever her/his attendance at meetings concerning the safety, security and health of Flight Attendants is requested by the Corporate Safety Department.

19-G. AMEND 19-G. Cabin Air Quality

19-G.1. CLARIFY

<u>19-G.1.</u>

United Airlines will monitor aircraft environmental systems, and ensure these systems perform to FAA and appropriate air quality standards.

19-G.2. NEW

<u>19-G.2.</u>

The Company will maximize air flow volume for all aircraft high-efficiency particulate air (HEPA) filtration systems during the entire flight, including the boarding and deplaning process in order to reduce spread of disease. In combination with HEPA filters, the air conditioning and pressurization system onboard United's mainline aircraft will recirculate the air every 2-3 minutes and remove at least 99.97% of particles – including viruses and bacteria during both ground and air operations.

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HEPA filters will be changed no less frequently than the filter manufacturer's recommendation.

19-G.3. CLARIFY

<u>19-G.3.</u>

If Flight Attendants are scheduled to work an aircraft being operated with environmental systems which are deferred, they will be informed of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired. Flight Attendant air quality and environmental complaints will be acknowledged by the Company within two (2) business days, and a response will be provided to the Flight Attendant within ten (10) business days, with a copy to the MEC President/designee.

19-H. AMEND

19-H. Communicable Diseases

If the <u>Company has reasonable knowledge of or if the</u> Center for Disease Control and Prevention or other national health agency of a country in which the Company operates flights notifies the Company that a Flight Attendant has been exposed to a reportable communicable disease during the course of her/ his inflight duties, the Company shall promptly notify the Flight Attendant, her/his Local Council President and the MEC Safety, Health and Security Chairperson.

19-I. NEW

<u>19-I. Cabin Air Temperature</u>

19-I.1. NEW

<u>19-I.1.</u>

<u>The Company shall make every effort to ensure that aircraft cabins are air</u> conditioned to a target temperature range, in-flight and ground operations, of 65 degrees Fahrenheit to 75 degrees Fahrenheit.

19-I.1.a. NEW

<u>19-I.1.a.</u>

In no event shall the Company require Flight Attendants to board or remain onboard an aircraft when the temperature exceeds 80 degrees Fahrenheit during ground operations.

19-I.1.b. NEW

<u>19-I.1.b.</u>

To protect the health of Flight Attendants and passengers in the event of ventilation failure or shutdown during ground operations, the Company shall remove all passengers and Flight Attendants from an aircraft without but no later than thirty (30) minutes following the failure or shut down.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 272 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

19-J. NEW

19-J. Safety, Health and Security Training

The MEC Safety, Health and Security Chairperson/designee shall work collaboratively with the Company on all phases of development and implementation of any safety, health and security training.

19-K. NEW

<u>19-K. Emergency Equipment</u>

All emergency and any other equipment that requires a preflight safety check shall be readily accessible during flight and shall not be stored in any location that is impeded by any passenger luggage, other items stowed on board an aircraft, nor is it to be located in any crew rest location, unless that equipment is specifically to be used in a crew rest location.

19-L. NEW

<u>19-L. Secondary Flight Deck Barrier</u>

The Company shall require secondary flight deck barriers on all passenger aircraft in United's fleet. The secondary barrier (a wire-mesh gate or other effective barrier installed on the aircraft) will be installed between the cabin and flight deck door to block access to the flight deck whenever the flight deck door is opened during flight. Under no circumstances will a secondary barrier that is currently installed be removed.

19-M. NEW

19-M. Travel Health Notices

19-M.1. NEW

<u>19-M.1.</u>

In the event any public health authority issues a warning, requirement or recommendation regarding current health issues related to disease outbreaks, natural disasters, environmental factors and pollution the Company shall provide protective equipment for use in mitigating the potential health risk.

19-M.1.a. NEW

<u>19-M.1.a.</u>

Face masks that have been identified as effective in reducing particulate matter will be made available for use by Flight Attendants travelling to and laying over in locations that are experiencing high levels of particulates. Medical grade face masks will be made available for use by Flight Attendants traveling to or laying over in locations that are experiencing a disease outbreak associated with airborne transmission.

19-M.1.b. NEW 19-M.1.b.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 273 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Environmental Protection Agency (EPA)-registered insect repellents will be made available for use by Flight Attendants travelling to and laying over in locations that are experiencing disease outbreaks related to biting insects.

19-M.1.c. NEW

<u>19-M.1.c.</u>

In the event other protective equipment is warranted, the Company will make such equipment available for use by Flight Attendants travelling to and laying over in those locations.

19-N. NEW

19-N. FAA Approved Storage Location

The Company will identify FAA approved storage locations for Link.

19-. NEW

19-O. Preflight Safety Checks

Flight Attendants shall have at least ten (10) minutes, prior to passenger boarding, to complete FAA required preflight safety checks. The time allotted for conducting preflight safety checks is exclusive of any time required for briefing(s), stowage of luggage and any other required preflight responsibilities.

19-P. NEW

<u>19-P. Epidemic & Pandemic Protections</u>

19.P.1. NEW

<u>19-P.1.</u>

Upon declaration of an epidemic or a pandemic by the World Health Organization (WHO), the Centers for Disease Control or any national health agency, the Company shall promptly meet with the MEC President, the MEC Safety, Health and Security Chairperson or designee to meet and confer regarding matters related to the health and safety of Flight Attendants and the implementation of the Epidemic & Pandemic Protections in this Section. Upon designation of a disease outbreak, the Company shall monitor the situation and implement the provisions of Section 19-M. and meet with the MEC Safety, Health and Security Chairperson or designee, upon request, to review contingency planning and risk mitigation plans for a potential epidemic or pandemic.

19-P.1.a. NEW

<u>19-P.1.a.</u>

During an epidemic or pandemic, the Company shall immediately implement the following:

19-P.1.a.(1). NEW <u>19-P.1.a.(1). Sick Leave and Medical Expenses</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 274 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

19-P.1.a.(2). NEW

<u>19-P.1.a.(2).</u>

The Company will implement nonpunitive sick leave procedures in the case of actual illness for the Flight Attendant and family (as defined in Section 15-K.2.) residing with the Flight Attendant, including no absence point accrual(s). Sick leave taken during an epidemic/pandemic will not count against any Flight Attendant for the purposes of dependability.

19-P.1.a.(3). NEW <u>19-P.1.a.(3).</u> <u>Any Flight Attendant who calls in sick and is subsequently diagnosed with the</u> <u>disease epidemic/pandemic will have such sick leave bank restored.</u>

19-P.1.a.(4). NEW

<u>19-P.1.a.(4).</u>

All costs, including any copays or deductibles, associated with testing for known epidemic/pandemic disease will be waived or paid by the Company for Flight Attendants and family members residing in their household. For those seeking medical guidance on their symptoms, all Flight Attendants and family members will have access to free risk assessment.

19-P.2. NEW <u>19-P.2. Quarantine</u>

19-P.2.a. NEW

<u>19-P.2.a.</u>

In the event a Flight Attendant is recommended or required to quarantine/isolate after returning from an assignment, the Company shall pay protect them for all activity scheduled in their line of flying during the period of quarantine/isolation.

19-P.2.b. NEW

<u>19-P.2.b.</u>

If a Flight Attendant is required to quarantine/isolate while on a pairing or any other assignment, the Company shall pay in addition to all other compensation, a stipend of \$120.00 for each twenty-four (24) hours, or portion thereof, away from home base.

19-P.2.c. NEW

<u>19-P.2.c.</u>

When a Flight Attendant is identified as working in close proximity to an epidemic/pandemic positive case, the Flight Attendant will be removed from schedule with no loss of pay for the period of isolation or quarantine.

19-P.3. NEW

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 275 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

19-P.3. Personal Protective Equipment and Social Distancing

19-P.3.a. NEW

<u>19-P.3.a.</u>

At each base the Company shall make available personal protective equipment (PPE) and implement policies and procedures that promote social distancing and minimize the spread of disease. Such policies and procedures will include modification to onboard services to reduce direct passenger interactions.

19-P.3.a.(1). NEW <u>19-P.3.a.(1).</u> <u>At a minimum PPE shall consist of face masks (N95 or equivalent), medical grade</u> gloves and eye wear.

19-P.3.a.(2). NEW

19-P.3.a.(2).

The Company shall maintain enhanced cleaning standards for each of the aircraft in its fleet. In addition to the Company ensuring adequate facilities for handwashing while on duty, sanitizer (for hands and equipment) shall also be distributed.

19-P.3.a.(3). NEW

<u>19-P.3.a.(3).</u>

In order to promote social distancing onboard aircraft, the Company and the Union will seek any necessary exemptions from the FAA to promote social distancing on jumpseats.

19-P.4. CLARIFY

19-P.4. Onboard Crew Rest

Flight Attendants are authorized to use first/business class customer seats for crew rest.

19-P.4.a. CLARIFY <u>19-P.4.a.</u> <u>The Company will hard block additional seats that the parties designate for crew rest.</u>

19-P.4.b. CLARIFY

<u>19-P.4.b.</u>

On aircraft with crew bunk facilities, Flight Attendants may take their scheduled crew break in the crew bunk facility, unless other seats are available.

19-P.4.b.(1). CLARIFY

<u>19-P.4.b.(1).</u>

Each crew bunk may be utilized/occupied only once per flight. The remaining Flight Attendants on the break may take their crew break in designated hard blocked seats,

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or other seats that are available, with a limit of one Flight Attendant per set of seats on each row per break in order to maintain social distancing.

19-P.4.b.(2). CLARIFY <u>19-P.4.b.(2).</u> <u>Selection of crew bunk or customer seats will be in seniority order by break.</u>

19-P.4.c. CLARIFY <u>19-P.4.c.</u> On aircraft without crew bunks:

19-P.4.c.(1). CLARIFY <u>19-P.4.c.(1).</u> Flight Attendants will be limited to one Flight Attendant per set of seats in each row per break in order to maintain social distancing

19-P.4.c.(2). CLARIFY <u>19-P.4.c.(2).</u> <u>Crew breaks will be taken in the seats blocked for crew break, or other seats that are available.</u>

19-P.4.c.(3). CLARIFY <u>19-P.4.c.(3).</u> <u>Selection of seats to be used for crew break will be in seniority order.</u>

19-P.4.d. CLARIFY

<u>19-P.4.d.</u>

The International Purser/Purser shall be responsible to manage crew breaks and shall have final say with regard to any issues on their flight related to crew rest.

19-P.5. NEW

19-P.5. Hotel Transportation

The Company shall provide United Airlines crew only transportation to/from layover hotels in vehicles sufficiently large to promote social distancing. At a minimum, Flight Attendants will be limited to one crew member per set of seats in each row to maintain social distancing.

19-P.6. NEW

19-P.6. Education Materials

The Company working with the MEC Safety, Health and Security Chairperson or designee will jointly develop educational materials related to the epidemic/pandemic. The educational material will cover epidemic/pandemic fundamentals, including:

Symptoms of disease

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 277 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

<u>Modes of transmission</u> <u>Protection and response strategies</u> <u>Procedures for reporting potential or actual exposure</u> <u>Access to healthcare services</u>

19-P.7. NEW 19-P.7. Enhanced Aircraft Cleaning

19-P.7.a. NEW

<u>19-P.7.a.</u>

<u>All aircraft, regardless of turn time, must receive a full enhanced cleaning before</u> every departure, including electrostatic spraying and thorough wipe down of surfaces in the Flight Attendants workspace using an effective, high-grade disinfectant.

19-P.7.b. NEW <u>19-P.7.b.</u> <u>Flight Attendants will board aircraft only after all cleaning and sanitizing has been</u> completed.

19-P.7.c. NEW <u>19-P.7.c.</u> <u>In the event an employee or passenger exhibits potential epidemic/pandemic</u> <u>symptoms the aircraft is to be taken out of service and sent through a full</u> decontamination process.

19-P.8. CLARIFY 19-P.8. Disease Testing

19-P.8.a. CLARIFY

<u>19-P.8.a.</u>

In the event any country, territory, state or other government jurisdiction requires a negative test result, for the disease associated with epidemic/pandemic, for entry the following will apply.

19-P.8.a.(1). CLARIFY

<u>19-P.8.a.(1).</u>

Flight Attendants who are required to submit to pre-departure disease testing may be required to report up to sixty minutes (:60) more than provided for in Section 6.R.2., both at base and from layover, for a total report time not to exceed two hours and fifteen minutes (2:15) prior to scheduled departure.

19-P.8.a.(2). CLARIFY <u>19-P.8.a.(2).</u> In consideration of reporting early:

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19-P.8.a.(2).(a). CLARIFY

<u>19-P.8.a.(2).(a).</u>

Flight Attendants will be paid in accordance with the terms of Section 6-R.6. at a rate of \$5.00 pay for every five-minute (0:05) increase over the time listed in Section 6-R.2., up to the maximum fifteen minutes (0:15) provided for in Section 6.R.5.c. This pay will not be offset by any other pay factors.

19-P.8.a.(2).(a). CLARIFY

<u>19-P.8.a.(2).(a).</u>

Flight Attendants will be paid in accordance with the terms of Section 6-R.6. at a rate of \$5.00 pay for every five-minute (0:05) increase over the time listed in Section 6-R.2., up to the maximum fifteen minutes (0:15) provided for in Section 6.R.5.c. This pay will not be offset by any other pay factors.

19-P.8.a.(2).(c). CLARIFY <u>19-P.8.a.(2).(c).</u> <u>A Flight Attendant reporting two hours and fifteen minutes (2:15) prior to</u> <u>scheduled flight departure would be paid a total of \$150.00 (\$15 for 0:15 + \$135 for</u> :045).

19-P.8.a.(2).(d). CLARIFY <u>19-P.8.a.(2).(d).</u> <u>A Flight Attendant reporting two hours (2:00) prior to scheduled flight departure</u> would be paid a total of \$105 (\$15 for 0:15 + \$90 for :30).

19-P.8.a.(2).(e). CLARIFY

<u>19-P.8.a.(2).(e).</u>

<u>A Flight Attendant reporting an hour and forty-five minutes (1:45) prior to</u> scheduled flight departure would be paid a total of \$60 (\$15 for 0:15 + \$45 for :15).

19-P.8.a.(3). CLARIFY <u>19-P.8.a.(3).</u> <u>Flight Attendants reporting from layover subject to paragraph 19-P.8.a.(1),</u> above, must still maintain the minimum legal rest as provided in Section 6-W.

19-P.8.a.(4). CLARIFY <u>19-P.8.a.(4)</u>. <u>Standby Reserves who are required to take a pre-departure test while on duty</u> <u>will be paid \$25 per test, however they will not be entitled to any additional report</u> pay, as provided for in paragraph 19-P.8.a.(2), above.

19-P.8.a.(5). CLARIFY <u>19-P.8.a.(5).</u>

Any Flight Attendant who is required to take a test on arrival at their destination,

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will be paid \$25 per test. Additionally, when such required test extends the Flight Attendant duty period beyond the scheduled release from duty, the company will extend the Flight Attendant's duty time pursuant to Sections 6-R.10.a. and b.

19-P.8.a.(6). CLARIFY

<u>19-P.8.a.(6).</u>

Any Flight Attendant who was scheduled to operate a pairing, prior to notification of a change to the report time in the monthly bid package, will be provided with a company paid hotel room on the following terms:

19-P.8.a.(6).(a). CLARIFY <u>19-P.8.a.(6).(a).</u> <u>The Flight Attendant must have been scheduled to operate the pairing prior to</u> <u>the change in report time.</u>

19-P.8.a.(6).(b). CLARIFY

19-P.8.a.(6).(b).

<u>The Flight Attendant must be able to demonstrate that prior to the change in</u> report time they would have been able to commute in the same day as the flight's <u>departure in compliance with the terms of Section 28-B.2.b.</u>

19-P.8.a.(6).(c). CLARIFY

19-P.8.a.(6).(c).

As a result of the change in report time, they would now be unable to commute in on the same day as the flight's departure in compliance with the terms of Section 28-B.2.b.

19-P.8.a.(6).(d). CLARIFY <u>19-P.8.a.(6).(d).</u> <u>The Flight Attendant must contact Crew Scheduling at least forty-eight hours</u> (48:00) prior to departure to obtain a hotel room and they must provide Crew Scheduling with their original flight number and arrival time.

19-P.8.a.(6).(e). CLARIFY <u>19-P.8.a.(6).(e).</u> <u>This paragraph will not apply to any Flight Attendant who picked up, traded or</u> was assigned flying after the change in report time.

19-P.8.a.(7). CLARIFY

<u>19-P.8.a.(7).</u>

Once testing is implemented, extended report times, consistent with the terms of this Section, will be reflected in the next published monthly bid packages for any known flights that require a pre-departure test.

19-P.8.a.(8). CLARIFY <u>19-P.8.a.(8).</u>

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In the event that a country establishes a requirement for a pre-departure test after monthly bid packages have been developed, report times for the flights impacted may be extended in accordance with the terms of this Section, including paragraph 19-P.8.a.(6), above, and then limited only to the months in which the new testing is established and did not appear in the published bid package.

19-P.8.a.(9). CLARIFY <u>19-P.8.a.(9).</u> <u>These provisions will remain in effect until such time as testing is no longer</u> <u>required.</u>

19-Q. NEW

19-Q. Potable Water

<u>The Company shall ensure that Flight Attendants have access to at least one (1)</u> <u>suitable handwashing facility onboard aircraft, equipped with soap, paper towels, and</u> <u>hot and cold running water or warm running water in lieu of hot and cold. The</u> <u>Company shall not dispatch an aircraft with an inoperative potable water system.</u>

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 281 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

United Airlines Flight Attendant Fatigue Risk Management Plan (FA-FRMP) Letter of Agreement

LETTER OF AGREEMENT between UNITED AIRLINES, INC. and THE FLIGHT ATTENDANTS in the service of UNITED AIRLINES, INC. as represented by THE ASSOCIATION OF FLIGHT ATTENDANNTS-CWA, AFL-CIO

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the THE ASSOCIATION OF FLIGHT ATTENDANNTS-CWA, AFL-CIO (the "Union").

Whereas, the Company, in conjunction with the FAA, is committed to reducing risks and causal factors that may contribute to a Flight Attendant fatigue event. To enhance safety, the Company has created a systematic program that gathers data, analyzes trends, and strives to eliminate or mitigate crewmember fatigue. The primary purpose of the system is to reduce the risks of a crewmember flying fatigued, while minimizing outside influences that may aid fatigue, and

Whereas, the FA-FRMP includes enhanced education, non-punitive reporting of fatigue, improved scheduling practices, identification and mitigation of stressors that lead to fatigue, and promotion of Flight Attendant health and well-being. The fatigue awareness and the procedures found in the Company FA-FRMP assist in the establishment of a dynamic safety culture through employee training, reporting, and trend analysis, and

Whereas, managing crew fatigue risk is the responsibility of everyone who is accountable for the functions that impact Flight Attendants. To address fatigue, the Company, in collaboration with its Flight Attendant Union, has developed a comprehensive FA-FRMP and maintains it through a continuous improvement process, and

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 282 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

Whereas, a Fatigue Risk Management Plan facilitates the regulatory guidance for the structure of United's safety risk management for fatigue

Therefore, the parties agree to the following:

FATIGUE RISK MANAGEMENT PLAN OVERVIEW

- 1. Introduction
 - A. Fatigue Risk Management Plan Overview
 - (1) The Company, in conjunction with the FAA, is committed to reducing risks and causalfactors that may contribute to a Flight Attendant fatigue event. To enhance safety, the Company has created a systematic program that gathers data, analyzes trends, and strives to eliminate or mitigate crewmember fatigue. The primary purpose of the system is to reduce the risks of a crewmember flying fatigued, while minimizing outside influences that may aid fatigue.
 - (2) The Flight Attendant Fatigue Risk Management Program Manual (FA-FRMP) includes enhanced education, non-punitive reporting of fatigue, improved scheduling practices, identification and mitigation of stressors that lead to fatigue, and promotion of Flight Attendant health and well-being. The fatigue awareness and the procedures found in the Company FA-FRMP assist in the establishment of a dynamic safety culturethrough employee training, reporting, and trend analysis.
 - (3) <u>Managing crew fatigue risk is the responsibility of everyone who is accountable for the functions that impact Flight</u> <u>Attendants. To address fatigue, the Company, in collaboration</u> <u>with its Flight Attendant Union, has developed a</u> <u>comprehensive FA-FRMP and maintains it through a</u> <u>continuous improvement process.</u>
 - (4) <u>Facilitates the regulatory guidance for the structure of United's</u> <u>safety risk managementfor fatigue.</u>
- 2. <u>General</u>
 - A. <u>The objective of the FA-FRMP is to mitigate and manage the</u> <u>effects of Flight Attendant fatigue and improve crewmember</u> <u>alertness. As described in this FA-FRMP, each elementof the</u> <u>program is clearly defined and establishes the policies and</u> <u>procedures related to fatigue management. The FA-FRMP</u> <u>manual is to provide procedures, information, guidance and</u> <u>instructions necessary for Flight Attendants to perform their duties</u> <u>and responsibilities with a high degree of safety.</u>
 - B. The goal of the FA-FRMP is to continually assess fatigue-related

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issues in a timely mannerby determining the root cause of each event in an effort to mitigate future fatigue events. Fatigue education and awareness and a reliance on an internationally-accepted "effective safety reporting culture" are the cornerstones of the FA-FRMP. This FA-FRMP should enhance a culture that encourages safety while allowing Flight Attendants to manage workplace fatigue and reduce the associated risks.

- C. <u>United Airlines' Flight Attendant Fatigue Risk Management Plan (FA-FRMP) provides thefatigue reporting procedures, fatigue education program, and the continuous monitoring and development of any Fatigue Risk Management System (FRMS).</u>
- D. <u>The FA-FRMP incorporates the Fatigue Review Committee (FRC).</u> <u>The committee is essential for the administration of the fatigue</u> <u>program and will be responsible for assessing risks and providing a</u> <u>standardized approach to changes as needed to proactively manage</u> <u>fatigue risk and foster a process of continuous improvement. The</u> <u>Company and the Association of Flight Attendants-CWA (AFA) will</u> <u>work with complete inclusion and collaboration using the guidance of</u> <u>the corporate Safety Management System. The FRC enhances</u> <u>United's commitment to the mitigation, management, and education of</u> <u>fatigue.</u>
- E. <u>The manual extends guidance to the design and operation of</u> <u>the FRC to ensure allassessments, mitigations and responses</u> <u>follow a standardized approach.</u>
- F. This document describes the Company's Fatigue Risk Management Plan (FA-FRMP) for Flight Attendants. This plan is an element of the Company's overall commitment to safety. As such, the FA-FRMP is embedded into our operations and safety policies andprocedures. The contents of this FA-FRMP comply with requirements of Public Law 115-254, the Federal Aviation Administration (FAA) Reauthorization Act of 2018, Sec. 335(b)(2), and shall be updated at least once every two (2) years.
- G. In the development of the Company's FA-FRMP, FAA INFO 10017SUP (and more recentdocuments when available) was utilized for guidance and every effort has been made to clearly define the elements, safety objectives and program expectations.
- H. <u>The Company and AFA are committed to managing fatigue and improving crew alertness. It is of the utmost importance to educate all crewmembers on not only the effects on performance and the physical impairments of fatigue but also on ways to prevent fatigue. The Company will ensure that employees who have accepted fatigue reports on file will beprotected individually and treated in a non-punitive manner, in accordance with United's Flight Attendant Fatigue</u>

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Risk Management Plan.

- 3. FRMP Scope
 - A. <u>The Company conducts all operations in accordance with the</u> <u>approved OperationsSpecifications and Federal Aviation</u> <u>Regulations.</u>
 - (1) <u>The current Flight Attendant Joint Collective Bargaining Agreement</u> (JCBA)
 - (2) Public Law 115.254: FAA Reauthorization Act of 2018
 - B. This FRMP is applicable to all Company Flight Attendants.
- 4. FRMP Elements
 - A. <u>Crew fatigue risk mitigation is an ever-present challenge in cabin</u> operations. The Companyis committed to managing and mitigating fatigue effectively to protect the safety and health of crewmembers and passengers. The elements of the Company's Flight Attendant FRMP include:
 - (1) Education through Training
 - (2) <u>Recognition of Fatigue Symptoms</u>
 - (3) <u>Reporting</u>
 - (4) <u>Review via the FRC</u>
 - (5) <u>Recommendations</u>
 - (6) Implementation of Preventive Measures
 - (7) Non-Punitive Acknowledgement by Operational Management
 - (8) Periodic assessment of program effectiveness
- 5. Authority / Responsibility / Revision Control
 - A. <u>The Senior Vice President Inflight Services has the responsibility to</u> <u>establish, implementand maintain this program.</u>
 - B. <u>The Managing Director of Inflight Operations and Flight</u> <u>Experience has the authority to establish or modify policies,</u> <u>procedures, instruction or information within the Flight Attendant</u> <u>Fatigue Risk Management Plan (FA-FRMP).</u>
 - C. <u>No Changes may be made to the Flight Attendant Fatigue Risk</u> <u>Management program without collaboration and the inclusion of</u> <u>AFA nor without FAA acceptance; this processis described below:</u>
 - D. The FA-FRMP Manual is published and maintained by the Inflight

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Services Safety Department. Revisions to this manual shall be managed by the Director of Inflight Safetyand Operations Communications or designee.

- (1) <u>Revisions must be approved by:</u>
 - (a) <u>Senior Vice President Inflight Services</u>
 - (b) Managing Director Inflight Operations and Flight Experience
 - (c) <u>Managing Director Inflight Crew Planning, Scheduling and</u> <u>Administration</u>
- (2) Once approvals have been acquired, Inflight Services will coordinate with the FAA and AFA for review. Upon acceptance of FAA and AFA, Inflight Services Safety will distribute the revision using a controlled process and is responsible for the printing and distribution of this manual.
- 6. <u>The Fatigue Review Committee</u>
 - A. <u>The Flight Attendant Fatigue Review Committee (FRC) is comprised of two (2) Company and two (2) AFA Representatives. One from each respective Safety and Scheduling departments. Other participants may be invited, as appropriate, by the FRC to provide expertise and information; however, the Fatigue Review Committee is responsible for anyrecommendations made to the Company. The Inflight Services Department is responsiblefor coordinating all interfaces for FA FRMP outside of the Inflight Safety Department. All members of the FRC will be invited to and are expected to participate in any coordinated meeting regarding fatigue.</u>
 - B. In part, the Committee is responsible for:
 - (1) Organizing fatigue-related studies
 - (2) Including necessary stakeholders
 - (3) Evaluating inclusion of industry scientific involvement
 - (4) Determining appropriate methods of data acquisition
 - (5) <u>Evaluating recommendations relating to the development,</u> <u>review, and effectivenessof fatigue mitigation strategies</u>
 - (6) Evaluating the quality assurance of initial and recurrent fatigue training
 - C. <u>The FRC will convene no less than monthly, or more often if</u> <u>necessary, to review and discuss the Fatigue Reports. The meetings</u> <u>may take place in person and / or by remote access and all FRC</u> <u>members or their designated alternates must be in attendance. Absent</u>

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extraordinary circumstances, the FRC will receive all fatigue reports prior to the meeting so that an adequate review can take place. This allows for the FRC to request additional information and / or additional participants to be in attendance, prior to the meeting.

- D. The Fatigue Review Committee evaluates all information obtained through the fatigue reporting system and safety investigations. Once the fatigue data is collected and analyzed, the FRC uses this information to conduct a detailed analysis of fatigue-related events to determine the root cause, identify any recurring factors that contributed to fatigue events and make recommendations for any policy and procedural changes to minimize Flight Attendant fatigue, both individually and systemically. The FRC – Coordinator will produce a report, free from any identifying information, following each meeting to detail the FRCs findings as well as any recommendations to advance the safety culture at the Company, and to continuously promote safe airline operations. The FRC- Coordinator will also follow up on any schedule adjustments as determined by the FRC. At a minimum a guarterly report from the FRC meetings will be sent to the Safety and / or Inflight Departments and the AFA Master Executive Council (MEC). The Departments will review the findings and recommendations of the FRC and determine appropriate action.
- E. <u>Six (6) types of fatigue shall be used by the Fatigue Review</u> <u>Committee to accuratelyunderstand and mitigate the risks</u> <u>surrounding Flight Attendant fatigue; operational, non-</u> <u>operational, self-induced, informational, contributory and</u> <u>miscategorized events.</u>
- F. <u>The Inflight Safety Action Program (ISAP) Event Review Committee</u> (ERC) is responsible for reviewing and forwarding any fatigue-related reports to the Fatigue Review Committee (FRC). The FRC is tasked, based on a designed methodology, with root cause analysis and proposing corrective actions. The FRC is responsible for fatigue data collection, analysis of fatigue reports for the purposes of categorization, determination of root cause(s), and assignment of contributing factors. Further, the FRC identifies and risk assesses fatigue-related trends and recommends corrective measures for risk mitigation.
- G. <u>A fatigue report is generated by the FRC Coordinator based on information obtained through fatigue reports, ISAP and Irregular</u> Operations Reports (IOR) reports for distribution to each respective committee member. The committee analyzes the text of every fatigue report received for indicators, precursors, and keywords. The FRC is tasked with reviewingall relevant information on the circumstances and nature of a report, and gathering relevantdata such as:
 - (1) <u>Duty lengths</u>

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- (2) <u>Rest periods</u>
- (3) Work schedules
- (4) <u>Sleep opportunities</u>
- (5) <u>Commute times</u>
- (6) <u>Delays</u>
- (7) Number of trips
- (8) <u>City pairs</u>
- (9) Deviations or extended duty time
- (10) ISAP / IOR data
- (11) The schedule leading up to the event
- (12) Actions or inactions of flight attendant to obtain rest
- (13) Subjective and objective evidence of fatigue
- (14) Relevant health or medical conditions
- (15) Communications prior to and during the event
- (16) Outside factors inhibiting rest
- (17) Hotel issues
- H. The FRC may consult with various subject matter experts and solicit information through written departmental requests and interviews of Flight Attendants by an AFA FRC representative to aid in the analysis of fatigue reports. Unless otherwise agreed to, AFA is responsible for any ongoing discussion of the fatigue event with the Flight Attendant(s) during the Committee review process. These consultations and discussions factors are utilized for the investigation of the event leading to the determination of root cause(s).
- I. <u>The FRC reviews and investigates as necessary all Flight Attendant</u> reported fatigue-related events and meets at least monthly to evaluate issues, analyze data, and discuss the categorization of outstanding reports received since the previous meeting. Upon completion of the event review, the Committee is responsible for the assignment of each fatigue reportinto one of the six (6) categories listed in this section.

Of the six (6) categories the first three (3) address fatigue events resulting in a flight attendant not flying. The second three categories address fatigue events not resulting in lost flight time but reports filed to identify fatigue-related issues. Prior to the review and categorization of fatigue reports, flight attendants missing work due to

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a fatigue event will be paid as scheduled. Once the report has been reviewed and categorized by the FRC theflight attendant's pay will be adjusted as applicable according to the category assigned.

- (1) <u>Operational Fatigue related to fatigue, which occurred during</u> <u>company flight time, duty time, or rest assignments.</u>
 - (a) <u>May be a result of an unfavorable trip construction, an</u> <u>unfavorable back-to-backcombination of trips, layover hotel</u> <u>problems, or irregular operations within the company's</u> <u>control.</u>
 - (b) <u>Will not be considered an attendance and reliability event.</u>
 - (c) Operational fatigue events will be pay protected.
- (2) <u>Non-Operational Fatigue related to fatigue not necessarily</u> <u>directly associated withcompany flight time, duty time, or</u> <u>periods of rest or the Flight Attendant actions or inactions.</u>
 - (a) <u>Typically, a result of a situation not intentionally created by</u> <u>either the Flight Attendant or the Company, such as irregular</u> <u>operations or the inability to sleep due to interferences that</u> <u>could not have reasonably been foreseen or preventedat</u> <u>home.</u>
 - (b) <u>Calling in fatigued for an assignment prior to</u> <u>utilizing all available restopportunities (evaluated on</u> <u>a case-by-case basis).</u>
 - (c) <u>Will not be considered an attendance and reliability event.</u>
 - (d) <u>Non-operational fatigue events will be paid from the flight</u> <u>attendant's sick bank</u>
- (3) <u>Self-Induced Fatigue related to fatigue generated as a direct or</u> indirect result of theFlight Attendant's actions or inactions.
 - (a) <u>May be the result of the flight attendant failing to properly</u> <u>utilize opportunities for rest.</u>
 - (b) May be subject to the attendance and reliability policy. The FRC will inform the Flight Attendant that the fatigue event may be subject to further review. However, the content of the report will remain within the FRC and may not beused in subsequent reviews.

<u>1</u> Self-induced fatigue events are not covered by company provisions. If hours have been paid, those hours will be recovered from the flight attendant's subsequent pay.

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- (4) Informational Fatigue designed to bring awareness to such a situation that, in the opinion of the Flight Attendant has potential for contributing to a degradation of safetyor creating a fatigue event.
- (5) <u>Contributory Fatigue a special type of Informational Fatigue Report where the segment was operated with a resulting crew error reported, e.g. the fatigue state contributed to the error. After taking appropriate action within the fatigue program, if necessary and if the report originated in ISAP, the FRC will pass contributory fatigue information back to the ISAP ERC so that proper action can be taken within their program, e.g. an event where fatigue was cited by a submitter as a contributing factor.</u>
- (6) <u>Miscategorized Events events that are not attributed to fatigue</u> such as events thatwould be a sick call such as personal illness or personal medical situations.
- J. <u>A Flight Attendant, or a representative acting on his / her behalf,</u> <u>may appeal the categorization of a fatigue report. Initial appeal</u> <u>requests must be submitted within 30 calendar days in writing to the</u> <u>FRC with as much additional information as possible for review. The</u> <u>Committee will re-evaluate the event and must reach a unanimous</u> <u>decisionon the re-categorization. Further, the Flight Attendant may</u> <u>be requested or may request to attend debriefing. Such debriefings</u> <u>will be scheduled in accordance with the Flight Attendant JCBA.</u>
- K. <u>Should the FRC fail to obtain a consensus on any matter, the FRC</u> may appeal the matterto the Fatigue Management Steering <u>Committee (FMSC), comprised of the Senior VP of Inflight Services</u> and the AFA MEC President, or designees. Once escalated, the FMSC has 30 days to render a final determination.
- L. <u>Disputes among the FRC pertaining to the FRC policy, procedure, or</u> <u>protocol.</u>
 - <u>The business of the FRC will be held in abeyance until the</u> <u>FMSC resolves the dispute. Data will still be collected, but</u> <u>analysis and output to end-users will stop. If a time-critical</u> <u>safety issue is identified during this period, the appropriate data</u> <u>to continue safe operations shall be provided to the necessary</u> <u>parties.</u>
 - (2) This resolution should occur in a timely and expeditious manner, to ensure theregulatory compliance of the FA-FRMP.
 - (3) Once the evaluation process is complete and a categorization is assigned, the FRC provides written feedback to the Flight

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Attendant and to Crew Scheduling. The contributing factors to the event determined during the root cause analysis as well as the deidentified report are then retained. These reports, in addition to otherdata gathered, are utilized as data sources for trend identification, to create, reviewand monitor fatigue mitigation strategies, recommend trip modifications, schedule variations, and program amendments specific to United's operation. This informationis further aggregated to identify systemic issues. FRC recommended mitigations of an immediate nature are proposed to Inflight Safety and Inflight Scheduling and applicable subject matter experts. In addition, the FRC assists in the evaluation of theFA-FRMP by reviewing:

- (a) <u>Historical Fatigue Data Trends</u>
- (b) Mitigation Strategy Effectiveness
- (c) Improvement of Crew Alertness
- (d) Potential Changes to Policies and Procedures
- 7. The Fatigue Management Steering Committee (FMSC)
 - A. <u>The Fatigue Management Steering Committee is co-chaired by the</u> <u>Senior VP of InflightServices and the AFA MEC President, or</u> <u>designees.</u>
 - B. <u>The primary responsibility of the FMSC is to provide oversight of the</u> <u>development of policies for identifying and managing Flight Attendants</u> <u>who are fatigued to the extent that itrepresents a safety risk.</u>
- 8. The Fatigue Review Management Committee (FRMC)
 - A. <u>The Fatigue Review Management Committee is composed of the</u> <u>members of the Fatigue Review Committee as well as the members</u> <u>of the Fatigue Management SteeringCommittee.</u>
 - B. <u>The FRMC meets at least once every twelve (12) calendar months</u> for FA-FRMP effectiveness and revision review. They may meet more often as needed to discuss otherresponsibilities, issues, or <u>concerns.</u>
 - C. <u>The primary responsibility of the FMSC is development of policies</u> for identifying and managing Flight Attendants who are fatigued to the extent that it represents a safety risk, including provisions for Flight Attendants to opt out of an assignment.
 - D. <u>The FRMC may invite directors, managers, supervisors, and staff</u> <u>from within the appropriate operational divisions, the Corporate Safety</u> <u>division, Labor Relations, AFA, the FAA, and any SME, whether</u> <u>company or non-company, identified as providing expertise in fatigue</u>

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risk management to attend FRMC meetings.

- E. In support of this objective, the Committee is responsible for:
 - (1) <u>Developing fatigue-related studies</u>
 - (2) Organizing and involving necessary stakeholders
 - (3) Evaluating inclusion of industry scientific involvement
 - (4) Determining appropriate methods of data acquisition
 - (5) Providing support for implementation
 - (6) <u>Evaluating recommendations from the FRC relating to the</u> <u>development, review, and effectiveness of fatigue mitigation</u> <u>strategies</u>
 - (7) Overseeing the quality assurance of initial and recurrent fatigue training
- 9. <u>Sleep, Activity, Fatigue and Task Effectiveness-Fatigue Avoidance</u> <u>Scheduling Tool</u>
 - A. <u>The FRC or FMSC may also utilize the Sleep, Activity, Fatigue and</u> <u>Task Effectiveness-Fatigue Avoidance Scheduling Tool (SAFTE-FAST) software or any other</u> <u>FRC mutually agreed upon software tool for Flight Attendant</u> <u>scheduling inquires. This toolshould be developed through scientific</u> <u>research and identify levels of alertness based on human circadian</u> <u>rhythms allowing the committees to review reports of fatigue events.</u>
 - B. <u>The purpose of any software is to:</u>
 - (1) Validate the alertness levels during trip and schedule construction
 - (2) <u>Enhance understanding of actual fatigue factors affecting Flight</u> <u>Attendants</u>
 - (3) Assist with the development of mitigation strategies
 - (4) Identify trips or schedules that do not meet the benchmark using predictive riskmanagement referenced in section 9.C of the FA-FRMP
 - C. Predictive Risk Management
 - (1) Predictive risk assessment is accomplished by examining crew scheduling practices through both bio-mathematical modeling and real time analysis of Flight Attendant data collection for actual fatigue factors. The FRC may use the SAFTE-FAST fatigue modeling software or any other FRC mutually agreed upon software, as a predictive tool to validate preset alertness levels

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during a trip and in schedule construction. Planned schedule changes should be analyzed and addressed by the crew schedulingcommittee and the AFA Central Scheduling Committee, prior to bid publication. Trips or schedules with Identified potential hazards may be revised to eliminate the hazard or mitigate the risks to an acceptable level and changes proposed to the FRC.

- (2) Inflight and AFA Leadership are briefed on the results of this process in the quarterlyreport provided per section 6.E.
- 10. Safety Assurance
 - A. <u>Continual assessment for effectiveness and efficiency of the FA-FRMP is accomplished inaccordance with United's corporate SMS safety assurance policy, including the following as needed.</u>
 - (1) Regular Monitoring
 - (2) Internal Audits
 - (3) Internal Evaluation
 - (4) External Audits / Evaluations
 - (5) Accident and Incident Investigations
 - (6) Mandatory Reporting Programs (IOR)
 - (7) SMS Voluntary Reporting Programs (ISAP)
 - (8) Voluntary Disclosure Reporting Programs
 - (9) Operational Data Analysis
 - B. <u>The FMSC or FRC work in conjunction with the Inflight Operations</u> monthly Safety Action Team (SAT), the quarterly Safety Round Table (SRT), and the quarterly Corporate Safety Review Board to provide status briefings as needed. The members provide input, includingbut not limited to areas of improvement in crew alertness and mitigation strategies for errors.
- 11. Fatigue Reporting Policy

A. <u>The fatigue policy and fatigue reporting system are designed</u> to encourage reporting of fatigue-related events. The accuracy and reliability of fatigue-related data, as well as the identification of root causes of fatigue impairment, depend on the quality of information obtained from crewmembers. Therefore, any crewmembers reporting personal information, such as sleep patterns, fatigue levels, and any potential causal factors of personal fatigue, will be treated in a nonpunitive manner. The Company's safety reporting system uses a web-

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based reporting application that provides the capability to submit a Fatigue Report from any Internet-capable device. These reports will be kept private and confidential to protect the reporter from any adverse actions that would discourage reporting*, as defined in section 12.B and 17 of this FA-FRMP.

- NOTE: *The importance of encouraging voluntary safety reporting by employees for analysis, corrective action and input to SMS is also recognized by Congress in its requirement for initial acceptance of privacy-protected voluntary reports of operational and maintenance safety issues by AviationSafety Action Program Event Review Committees (ERCs) that are in some respects similar to an FRMP Fatigue Review Committee. See Public Law 115-254, the FAA [Federal Aviation Administration] Reauthorization Act of 2018, Sec.320
- B. <u>Every crewmember is encouraged to participate in the Company's</u> various safety programs. In accordance with the Company's Fatigue Risk Management Plan, should a situation arise where a Flight Attendant becomes fatigued to the extent that alertness is a safety of flight concern, it is the crewmember's responsibility to remove themselves from the duty assignment.
- C. <u>Crewmembers removing themselves from duty with a fatigue call</u> <u>under section 6.J as determined by the FRC duty will be not be</u> <u>penalized, disincentivized, nor be subject to any form of Company</u> <u>discipline related to the event except as noted in 6.J.3.</u>
- D. <u>All reports which indicate a need for referral to the Employee</u> <u>Assistance Program will bereferred to the AFA MEC EAP or through</u> <u>mutual agreement, Company EAP committee, and assessed on</u> <u>individual merits using section 6.J of the FA-FRMP.</u>
- 12. Fatigue Reporting Process
 - A. <u>Fatigue reports support United's Safety Management System by</u> relaying safety andoperational concerns to the organization for review and possible action.
 - B. <u>United supports a non-punitive environment for good faith</u> reporting whereby FlightAttendants are expected to report threats and errors.
 - C. If a Flight Attendant has an accepted fatigue report, the confidentiality of the fatigue risk management plan is in effect regardless of the method utilized to report, to keep the FlightAttendant's identification and information given in a report confidential.
- 13. Duty and Rest

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- A. <u>Company Flight Operations- The Company operates as the holder of</u> <u>Air Carrier CertificateNumber CALA014A. These operations are</u> <u>described in Operations Specifications A001 (Issuance and</u> <u>Applicability) and A003 (Airplane Authorization).</u>
- B. Flight Time and Duty Period Limitations
 - (1) <u>The Company will not schedule an assignment that will exceed</u> <u>the scheduled duty period limitations prescribed by Federal</u> <u>Aviation Regulations or the Flight AttendantJCBA.</u>
 - (2) <u>The Company will comply with all applicable statutory and</u> <u>regulatory Flight Attendantduty and rest time and within</u> <u>contractual limits.</u>
- C. General Rest Scheme
 - (1) <u>The Company will operate and build crew schedules in</u> <u>accordance with the FederalAviation Regulations and statutory</u> <u>law.</u>
 - (2) <u>The Company will conduct all scheduled and unscheduled</u> <u>operations in accordance with applicable statutory and</u> <u>regulatory Flight Attendant duty period limitations and rest</u> <u>requirements.</u>
 - (3) Flight Attendants are scheduled in advance to ensure they will be on a rest period for a specified duration**.
 - NOTE: **This is so that a Flight Attendant has an opportunity to plan their rest period in order to maximize the sleep opportunities available during that rest period.
 - (4) <u>Distance learning voluntarily performed during a rest period is</u> not considered duty and should not interrupt available sleep opportunities.
 - (5) If the Flight Attendant determines that his / her 10-hour rest period will not provide an eight-uninterrupted-hours-of-sleep opportunity, the Flight Attendant must notify Crew Scheduling. The FAA has a one phone call policy that "generally allows a certificate holder to initiate one phone call during a crewmember's rest period." If the crewmember voluntarily chooses to answer this phone call, then the FAA does not view the call as disruptive and breaking the rest period. The sleepopportunity requirements do not eliminate this policy. However, the FAA cautions that a crewmember may have difficulty getting back to sleep after being awakened by a certificate holder's phone call. In that situation, a crewmember may notify the certificate holder that his or her sleep opportunity has been interrupted. Additionally, Crew Scheduling may only contact a

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Reserve Flight Attendant during the last hour of the crew rest period at home base. Should a Reserve Flight Attendant be contacted by Crew Scheduling outside of this period, upon bringing this violation to Crew Scheduling, the rest period will be restarted.

- 14. Fatigue Education and Awareness Training Program
 - A. The Company fatigue training program is a comprehensive educational program developed in accordance with current applicable ICAO guidance and FAA regulatory requirements. This training is essential in providing the foundation of managing and mitigating fatigue. The fatigue training program must be completed annually by each crewmember. The training will be included in Initial and Recurrent training programs and incorporated into Crew Resource Management / Threat and Error Management programs.
 - B. <u>The Initial and Recurrent programs will include the following subject</u> <u>areas:</u>
 - (1) <u>Review of FAA duty and rest regulatory requirements</u>
 - (2) <u>Review the Company's policies and procedures related to fatigue to</u> <u>encourage</u>
 - (3) Crewmember understanding and participation in the FA-FRMP
 - (4) <u>Basics of fatigue</u>
 - (5) Causes and awareness of fatigue
 - (6) Effects of operating through multiple time zones
 - (7) Effects of fatigue relative to crewmember performance
 - (8) Fatigue countermeasures, prevention, and mitigation
 - (9) Influence of lifestyle on fatigue
 - (10) Familiarity with sleep disorders
 - (11) Effects of commuting on fatigue
 - (12) <u>Crewmember responsibility for ensuring adequate rest and fitness</u> for duty
 - (13) Operational procedures to follow when fatigue is identified
 - (14) Methodology for assessing effectiveness of fatigue training
 - (15) Lessons learned
 - (16) Proper Reporting

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- 15. Crew Scheduling Actions
 - A. <u>When a crewmember contacts Crew Scheduling to report fatigue.</u> <u>Crew Scheduling will remove the Flight Attendant from her / his</u> <u>schedule and immediately place the individual on aten (10) hour rest</u> <u>period.</u>
 - B. <u>The Crew Scheduler will then forward the call to the Inflight Duty</u> <u>Manager (IFDM) who will assist the flight attendant with</u> <u>accommodations, flight booking and transportation as necessary. If</u> <u>the crewmember is at a location other than her / his base location,</u> <u>she / hewill be placed at a local, contracted hotel.</u>
 - C. IFDM will send a notification to the Fatigue Review Committee via Fatigue Analyst.
 - D. <u>Crew Scheduling will also inform the crewmember that she / he is</u> required to complete an online Flight Attendant Fatigue Report (FAFR) within 48 hours of the completion of the required rest period after the fatigue call.
- 16. <u>Report Processing Flow:</u>
 - A. <u>The Company provides each employee, located anywhere in the world,</u> <u>secure, confidential, and online access to the FAFR process.</u>
 - B. <u>After a FAFR is submitted, the report is reviewed by the Fatigue Review</u> <u>Committee.</u>
 - C. <u>The Fatigue Review Committee will collect or be provided via</u> <u>analyst, all relevantinformation related to the fatigue incident.</u> <u>This includes, but is not limited to:</u>
 - (1) <u>Actual schedules contributing to the reported fatigue incident,</u> including a minimum of the seven (7) calendar days leading up to the fatigue incident
 - (2) Opportunities to obtain rest
 - (3) <u>Subjective and objective evidence of fatigue</u>
 - (4) Environmental conditions such as temperature, noise, and turbulence impact, howbeneficial sleep is and how performance is restored, and may have exacerbated or contributed to fatigue
 - (5) <u>Specific actions related to the incident</u>
 - (6) Communications prior to and during the event
- 17. Protection of Privacy
- A. <u>An open communication environment is an essential requirement in</u> Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 297 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

assisting the FRC to uphold superior safety standards. The information gathered during the review of the reports can assist in developing education to support crewmember health and well-being.

- B. <u>Any person who acts with regard to the safety of flight in accordance</u> with this FRMP is confidentially protected and treated in a non-punitive manner in accordance with the Company's safety reporting culture. All personal information obtained from a crewmember's online fatigue report is maintained in strict confidence and is not disclosed outside of the Company and AFA.
- 18. Progress and Effectiveness
 - A. <u>The Corporate Safety Department will monitor the progress and</u> <u>effectiveness of the FRC on a regular basis.</u>
 - B. <u>The FRC will report to the Inflight Safety Department, the findings</u> of fatigue analysis and causal factors, and advise of appropriate recommendations made for improving theprogram.
 - C. The report includes, but is not limited to, statistics and trends for:
 - (1) Causal factors that have produced the highest rate of fatigue calls
 - (2) <u>Number of fatigue calls received monthly, quarterly, and year-todate</u>
 - (3) Fatigue demographics (e.g., base location)
 - (4) Lessons learned from root cause analysis
 - (5) <u>Recommendations from the FRC</u>
- 19. <u>Promotion</u>

A. <u>De-identified data and information about the FA-FRMP is made</u> available only in aggregate form to anyone outside of the FRC. This data is shared for the purposes of promoting the program, lessons learned from data analysis, root cause determinations, and recommendations via training or publications.

- 20. FRMP Renewal
 - A. <u>An updated FRMP will be submitted to the FAA's AFS-200 office</u> at a minimum every 24 calendar months for review.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 298 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

United Airlines Debrief Letter of Agreement

LETTER OF AGREEMENT BETWEEN UNITED AIRLINES, INC. AND THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIRLINES, INC. AS REPRESENTED BY ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter Of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company') and the Association of Flight Attendants - CWA. AFL-CIO (the "Union").

WHEREAS The Company and the Union are committed to a culture focused on the safe operation of every flight, every day; and

WHEREAS The Company and the Union recognize that from time to time safety incidents may occur; and

WHEREAS The Company and the Union are committed to working collaboratively for a shared safety purpose; and

WHEREAS When these incidents occur, The Company and the Union will thoroughly investigate these incidents as warranted in a timely manner to understand what happened and why it happened, and take corrective actions, if necessary, to prevent a future occurrence,

NOW THEREFORE, the parties to this Letter of Agreement hereby establish the following protocols for conducting investigations designed to ensure the Company and the Union:

- Obtain all information required by UA, FAA, NTSB and foreign government agencies
- Establish a standardized de-briefing procedure
- Define roles and responsibilities
- <u>Sets consistent expectations as to investigation process</u>

Roles and Responsibilities Aviation Safety Department:

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 299 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

The Aviation Safety Department is responsible to monitor flight operations to assess events and determine if a United Flight Safety Investigation will be launched. Aviation Safety then conducts a thorough, independent investigation of these accidents/incidents and serves as United's focal point and Party Coordinator to the NTSB and technical advisor to the NTSB for foreign accident investigative authorities.

Aviation Safety shall have the primary responsibility to determine if a Flight Safety Investigation (FSI) is warranted. If an investigation is warranted, Aviation Safety shall serve as the Investigator in Charge (IIC), coordinating the investigation according to these established protocols. Aviation Safety shall also be responsible for briefing the NTSB or foreign government agencies, as necessary; shall prepare a written Flight Safety Investigation report, including recommendations about how to avoid future incidents of the type investigated. When the focus of an investigation includes Flight Attendants or Inflight personnel, Aviation Safety shall also be responsible to review the draft investigation report with the Inflight Division and the AFA MEC Safety Chairperson or designee; however, such review will not delay timely submission of the final report and Aviation Safety is solely responsible for the final content of the Flight Safety Investigation report.

The purpose of a Flight Safety Investigation is to identify and communicate hazards/threats, mitigate risk, prevent accidents, and promote safety awareness to the operating divisions and employees of United Airlines in support of the United Safety Management System (SMS) in support of United's compliance with 14 CFR Part 5 'Safety Management Systems'. The information contained within shall not be used for disciplinary or punitive actions unless such information indicates criminal activity, substance abuse, use of a controlled substance, intentional falsification or intentional disregard for safety.

Should Aviation Safety determine an investigation is not required, that determination will not prevent Inflight Services from conducting its own investigation.

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In the event of a government investigation, this process is subject to change as required by law, regulation, court order, or legally binding directives of responsible government agencies.

Inflight Services Division:

Inflight Services is responsible for the day-to-day management of United's Flight Attendants, establishment of in-flight procedures, development of safety and emergency procedures, and training of Flight Attendants. As such, Inflight Safety will be responsible to: participate in, and provide support to, any investigation deemed warranted by Aviation Safety; participate as a working group member to any NTSB Survival Factors investigation, at the discretion of the NTSB; make recommendations with regard to corrective actions; review the final report; respond to Hazard Identifications, conduct as necessary hazard identifications regarding issues related to Inflight Services. make any necessary changes to procedures and training in order to seek to avoid a future incident of the type investigated, and notify Aviation Safety of corrective actions or changes implemented. With input from AFA, Inflight Services shall also be solely responsible for determining if individual Flight Attendant corrective action is required.

Should Aviation Safety determine that an investigation is not required, Inflight Services will review the incident and conduct any necessary investigation according to its own investigative procedures. If Inflight Services determines an investigation is warranted, Inflight Safety will partner with the Union MEC Safety Chair or designee in the debrief of Flight Attendants. The information pertinent to the safety operations of the Flight Attendants obtained through the investigation shall not be used for disciplinary actions unless such information indicates criminal activity, substance abuse, use of a controlled substance, intentional falsification or intentional disregard for safety.

Inflight Safety, in coordination with the Inflight Duty Manager and base management, is responsible for

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making arrangements relating to crew disposition, such as removing a crew from assigned flying, assessing the crew's emotional state, coordinating EAP support, etc.

Inflight Safety and/or Inflight base management shall also be responsible to take appropriate systemic corrective action based on the recommendations from Inflight Services leadership following review of the Flight Safety Investigation report.

Association of Flight Attendants

The Association of Flight Attendants ("the Union") is the legal bargaining representative for United Airlines Flight Attendants. As such, the Union will be responsible to participate in, and provide support to, any investigation deemed warranted by Aviation Safety; apply for NTSB Party status and participate as a working group member to any NTSB Survival Factors investigation, at the discretion of the NTSB; make recommendations with regard to corrective actions; and review the final Flight Safety Investigation report

Should Aviation Safety determine that an investigation is not required, Inflight Services will review the incident and conduct any necessary investigation according to its own investigative procedures. If Inflight Services determines an investigation is warranted, Inflight Safety will partner with the Union MEC Safety Chair or designee in the debrief of Flight Attendants. At the conclusion of an investigation, Inflight Safety will consider the input of the union as part of the hazard identification process.

Investigation of Accidents/Incidents - Flight Attendant Debriefing

In the event of an accident/incident, the Director of System Network Control (NOC) is responsible fornotifying Aviation Safety and Inflight Safety of events involving cabin safety (e.g., turbulence injuries, cabin fires, etc.). The Company shall promptly notify the Union in accordance with 19.B.1 of the JCBA.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 302 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

When Aviation Safety determines that an investigation is warranted, Inflight Safety will coordinate with base management and/or the Inflight Duty Manager to arrange for the Flight Attendants involved and the Union to participate in the debriefing, either face-to-face or via telephonic conference call, at a time and date specified by Aviation and Inflight Safety, and in coordination with AFA.

The Flight Safety Investigation Flight Attendant debriefing will be led by the Aviation Safety Investigator in Charge (IIC), assisted by a representative from Inflight Safety and the Union MEC Safety Chair or designee. Other subject matter experts may also attend at the request of the IIC, Inflight Services or the Union, but attendees must be approved by the IIC.

The Flight Attendant debriefing will be conducted as a fact-finding meeting, with crewmembers providing their recollection of events as a means of understanding what occurred. The Flight Attendants will also be encouraged to identify methods to prevent a recurrence of the accident/incident. While preferable to conduct a single crew de-briefing, additional de-briefings may be conducted if deemed necessary.

Upon the conclusion of the investigation, Inflight Safety, the Flight Attendants involved and the Union shall be informed that the investigation has been concluded.

A copy of the final Flight Safety Investigation report will be provided to Inflight Safety and the Union MEC Safety Chair or designee. Inflight Safety will brief the Senior Vice President of Inflight Serviceson the final investigation. The Union MEC Safety Chair will brief the MEC President or designee on the final investigation. Distribution of Flight Safety Investigation reports is limited to the Union MEC Safety Chair and Vice-Chairperson(s), Inflight Safety, the Senior Vice President of Inflight and the MEC President or designee. Distribution to any other individual or group is strictly prohibited without the express written consent of the Managing Director of Aviation Safety.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 303 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

United Airlines Flight Attendant Aviation Safety Action Program (ASAP) Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING (MOU)

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), United (UAL), and participating labor groups for employees if they wish to participate.

1. <u>OPERATOR INFORMATION. United (CALA) holds an air carrier certificate issued</u> under 14 C.F.R. Part 121 and conducts its operations as authorized in (CALA)s <u>Operations Specifications (OpSpecs). United operates approximately 788 aircraft, and</u> <u>employs approximately 26,000 flight attendant employees related to this MOU. The flight</u> attendant employees are represented by the Association of Flight Attendants - CWA.

2. PURPOSE OF THIS MOU. The FAA, United, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the United ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, United, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employees labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.

3. <u>BENEFITS</u>. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an enforcement-related incentive.

4. <u>APPLICABILITY</u>. The United ASAP applies to all flight attendant employees of United and only to events that occur while acting within the scope of their employment with United and their contractors (if applicable). Reports of events involving apparent

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 304 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.

5. <u>DECISION-MAKING</u>. The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

6. <u>AUTHORITY</u>. This Agreement is entered into under the authority of 49 U.S.C. <u>106(1) and (m)</u>. The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue, the FAA ERC representative decides whether to accept or reject the report.

7. <u>TERMS OF THIS AGREEMENT. All ASAPs</u>, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.

8. <u>VOLUNTARY WITHDRAWAL</u>. Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).

9. POINTS OF CONTACT. The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for United, or his or her designated alternates as appropriate. In addition, United will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this MOU

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 305 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

should not be voting members of the ERC and should refrain from influencing any ERC decisions.

10. <u>ACCEPTANCE POLICY</u>. The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

Direct negotiations will lead to modifications to these proposals. The Union expressly reserves the right to 306 propose additional amendments, clarifications, deletions, and new proposals throughout the entire course of these negotiations.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate

(c) <u>The report discloses an event that involves an employee acting outside</u> the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

11. EMPLOYEE FEEDBACK. The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with United's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

12. INFORMATION AND TRAINING. Each United participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

13. <u>RECORDKEEPING. All documents and records regarding this program are kept</u> by the United ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a programs administration and evaluation and as required by law. Records submitted</u> to the FAA for review relating to an ASAP are protected to the extent allowed by law.

14. <u>DEVELOP A POLICY AND PROCEDURES MANUAL. The ERC is encouraged to</u> develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at http://www.faa.gov/about/initiatives/asap under Lessons Learned for ERCs Policy and Procedure. THIS PAGE INTENTIONALLY BLANK

SECTION 20

MEDICAL EXAMINATIONS

20-A. CLARIFY

20-A.

In the event that there are reasonable grounds to believe that a Flight Attendant's health or medical condition is impaired, the Flight Attendant may be required to submit to <u>a</u> another medical examination. The Flight Attendant shall be notified in writing of such reasonable grounds. <u>A Flight Attendant shall not be required to submit to any Company medical examination in excess of one in any twelve month period.</u>

20-E. AMEND AND CLARIFY

20-E.

When a Flight Attendant is removed from flying status by the Company as a result of failure to pass the Company's medical examination and appeals such action under the provisions of this Section, <u>they she/he</u> shall, if such action is proven to be unwarranted as provided in Paragraph D. of this Section, be paid for the time lost the difference between the amount which <u>they she/he</u> would ordinarily have earned had <u>they she/he been</u> continued on flight status during such period and the amount received from any other employment or unemployment compensation during the period removed from flight status. A Flight Attendant who has depleted their existing sick leave bank will be paid the minimum guarantee (prorated as necessary) until the appeal process is concluded, and the Flight Attendant is either reinstated or the Company's analysis is sustained by the neutral physician. If the Company prevails in the medical review process, the Flight Attendant shall be obligated to refund all compensation paid after depletion of sick leave bank. Additionally, if the Flight Attendant prevails, they will be made whole for all lost wages and benefits, including but not limited to restoration of the Flight Attendant's vacation and sick leave bank.

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SECTION 21

ALCOHOL AND DRUG TESTING

21-B.1. CLARIFY

21-B.1.

Nothing in this Section shall preclude the application of corrective and progressive disciplinary processes to address violation(s) of other Company policies or misconduct by a Flight Attendant. Drug or alcohol use, abuse or dependency will not exonerate, excuse or mitigate a Flight Attendant's on duty or off-duty misconduct or violation of other Company policies. <u>A Flight Attendant's inadvertent use of drugs will be taken into consideration when issuing discipline.</u>

21-B.2. CLARIFY

21-B.2.

A Flight Attendant who uses alcohol within <u>twelve (12)</u> eight (8) hours of any scheduled duty shall be treated the same as a Flight Attendant who tested positive for alcohol.

21-B.4.a. CLARIFY21-B.4.a.Voluntary resignation, without eligibility for rehire or retirement, if eligible.

21-B.4.b.(8). AMEND

21-B.4.b.(8).

Once returned to duty, the Flight Attendant will be responsible for maintaining contact with the EAP manager on at least a monthly basis for the purpose of monitoring the Flight Attendant's progress for a period not to exceed <u>twenty-four (24)</u> sixty (60) months. Failure to maintain monthly contact with EAP or failure to cooperate with EAP will be considered a violation of the LCCRA and will result in termination of the Flight Attendant's employment.

21-B.4.b.(11). CLARIFY

21-B.4.b.(11).

During the remainder of <u>their</u> her/his career, should the Flight Attendant subsequently fail any drug and/or alcohol test the undated letter of resignation will be accepted by the Company, and <u>their</u> her/his employment severed, or be retired if eligible.

21-B.4.b.(12). CLARIFY

21-B.4.b.(12).

If the Flight Attendant fails to comply with the LCCRA, discharge will result, and <u>their</u> her/his right to challenge such discharge through the grievance process will be waived. No grievance of the matter will be permitted. <u>However, a Flight Attendant</u> eligible for retirement who fails to comply with the LCCRA will be permitted to retire in lieu of discharge. 21.B.4.b.(13). NEW

<u>21-B.4.b.(13).</u>

The Flight Attendant will have the option to use twelve (12) months of disability benefits while in active treatment and recovery. If the Flight Attendant is a participant in the Long Term Disability ("LTD") Plan under Section 29.H, the benefit shall be paid under the LTD Plan and shall not limit benefits payable for other disabilities under the LTD Plan. If the Flight Attendant is not a participant in the LTD Plan, the benefit shall be paid by the Company and grossed up for taxes. All Flight Attendants receiving such benefit shall be eligible to receive other benefits under the Collective Bargaining Agreement or Company policy. The drug, alcohol and substance abuse benefit shall not be subject to any waiting period.

21-E.1. AMEND AND CLARIFY

21-E.1.

For the purpose of <u>contractual duty time and legal rest provisions</u> FAA duty time and minimum rest regulations a Flight Attendant undergoing drug and/or alcohol testing will be deemed to be on duty until the testing collection process is completed. Additionally, the Company will make every effort to prevent an unreasonably lengthy duration for drug and/or alcohol testing.

21-E.2. AMEND AND CLARIFY

21-E.2.

When a Flight Attendant is required to provide a urine or breath specimen in order to comply with federally mandated random drug or alcohol testing programs, <u>they</u> she/he shall be compensated in the amount of \$25.00 / 75.00 for each urine or breath test.

21-E.3. AMEND AND CLARIFY

21-E.3.

A Flight Attendant shall not suffer loss of pay or credit receive the pay and credit that they would have received as a result of a random drug/alcohol test that interferes with his/her their schedule, and shall not be subsequently subject to reassignment.

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SECTION 22

PERSONNEL FILES

22-C.2.c. CLARIFY

22-C.2.c.

The Flight Attendant is notified of the complaint report, and provided an opportunity to review an <u>unredacted</u> original copy of the complaint and attach relevant comments; and

22-D. CLARIFY

22-D. DISCIPLINARY RECORDS

Progressive discipline under the Working Together Guidelines shall operate on two (2) separate tracks, an Attendance Track and a Performance Track for all Working Together Guidelines violations subject to progressive discipline.

22-D.1. CLARIFY

22-D.1.

The effective date of an Attendance Warning is the date of the triggering point occurrence. The effective date of a Performance Warning is the date of issuance of the Warning.

22-D.2. CLARIFY

22-D.2.

For attendance disciplinary actions, the following levels of discipline will remain in effect for the corresponding periods of time, unless the Flight Attendant is progressed to a higher level:

Level of DisciplineRemains in EffectAttendance Warning 112 months of active serviceAttendance Warning 212 months of active serviceAttendance Warning 318 months of active serviceAttendance Warning 424 months of active serviceDischarge

22-D.3. CLARIFY

22-D.3.

For performance disciplinary actions, the following levels of discipline will remain in effect for <u>no more than the specified duration</u> the corresponding periods of time, unless the Flight Attendant is progressed to a higher level:

Level of DisciplineRemains in EffectPerformance Warning 112 months of active servicePerformance Warning 218 12 months of active servicePerformance Warning 318 months of active servicePerformance Warning 424 months of active service

Discharge

22-E. CLARIFY

22-E. ATTENDANCE AND DEPENDABILITY POINT VALUES

Complimentary, complaint or disciplinary letters that are no longer in effect under the provisions of Paragraphs 22-C. and 22-D. above, will be considered to have expired. If a Flight Attendant requests that an expired letter(s) be removed from her/his personnel file, all expired letters will be removed and returned to the Flight Attendant.

22-E.1. AMEND AND CLARIFY

<u>22-E.1</u>.

<u>A point system will apply to attendance and dependability occurrences as set forth</u> herein. The following occurrences shall generate the following points:

OCCURRENCE POINTS

Illness/Injury:

15 days or less, with no physician's note	
15 days or less, with physician's note	
Did Not Fly (DNF)	.3
Late boarding that delays a flight	2.5
Missed meeting or training	2
Late boarding, no flight delay	1.5
Late check-in (after 5 minute grace period) 1	

22-E.2. AMEND AND CLARIFY

<u>22-E.2.</u>

<u>A "physician's note" as used herein means a written notation from the Flight</u> <u>Attendant's Healthcare Provider, or a Provider affiliated with United Medical that</u> <u>contains:</u>

22-E.2.a. CLARIFY <u>22-E.2.a</u>. <u>Date of illness or injury;</u>

22-E.2.b. CLARIFY 22-E.2.b. Date of examination;

22-E.2.c. CLARIFY 22-E.2.c. Date of return to work; and

22-E.2.d. CLARIFY

<u>22-E.2.d.</u>

Signature of the provider or provider's designee on a document that contains, at a minimum, the provider's printed name, work address and work telephone number.

On or before the Flight Attendant's next scheduled pairing, the Flight Attendant must give the physician's note to her/his supervisor, not to United Medical.

22-E.3. AMEND AND CLARIFY

<u>22-E.3.</u>

If a Flight Attendant incurs a DNF, and picks up a pairing that departs on the same day as the missed pairing, or within 18 hours of the missed pairing, whichever is later, the point assessment will be 2, not 3.

22-E.4. AMEND AND CLARIFY

<u>22-E.4.</u>

Occupational injury or illness occurrences will not generate attendance points and will not trigger new or escalated discipline.

22-E.5. AMEND AND CLARIFY

<u>22-E.5.</u>

Special circumstances will be handled on an individual basis at the sole discretion of the Company. Special circumstances include, but are not limited to chronic illness, recovery from severe injury, mental illness, or any other condition/situation which would warrant consideration.

22-E.6. CLARIFY

<u>22-E.6.</u>

Time off pursuant to the Agreement and/or Company policy is exempt from point assessment.

22-E.7. AMEND AND CLARIFY

<u>22-E.7.</u>

The method of notifying a Flight Attendant of a point generating occurrence shall be by electronic notice to the Flight Attendant. Injury/illness absences and related points shall also be posted to a Flight Attendant's Work History.

22-E.8. CLARIFY

<u>22-E.8.</u>

It shall be the responsibility of the Flight Attendant to know the status of her/his point accumulation. Upon request, the Company shall provide to the Flight Attendant her/his current point status electronically or on paper pursuant to Section 3-K of the Agreement. A Flight Attendant is at all times free to contact her/his supervisor regarding point accumulation or assessment.

22-E.9. CLARIFY

<u>22-E.9.</u>

Points will accumulate for occurrences even if Attendance Warnings or notices of point-generating occurrences have not been sent or received.

22-E.10. CLARIFY

<u>22-E.10.</u>

If a point(s) assessment is deemed unjustified in whole or in part, the Company shall correct the record and adjust any discipline imposed as a consequence of the unjustified point assessment.

22-E.11. CLARIFY

<u>22-E.11.</u>

Unless a Flight Attendant is in Attendance Track discipline, points will be deducted from the Flight Attendant's accumulated point total twelve (12) months after the occurrence for which the points were assessed.

22-F. CLARIFY

22-F. PROGRESSIVE DISCIPLINE

The Company will consider any notations of non-disciplinary discussions regarding dependability or job performance as cleared from a Flight Attendant's record after a two (2) year period of active service from the date of issuance, provided that no disciplinary action or further notations have been issued during that period. The effective date of an Attendance Warning is the date of the triggering point occurrence. The effective date of a Performance Warning is the date of issuance of the Warning.

22-F.1. AMEND AND CLARIFY <u>22-F.1.</u> <u>The Attendance Track shall operate as follows:</u>

22-F.1.a. AMEND AND CLARIFY <u>22-F.1.a.</u> <u>Attendance Track progressive discipline steps:</u>

Attendance Warning 1: A Flight Attendant will be assessed an Attendance Warning 1 if she/he accumulates 6 or more points in a rolling 12-month period. The Warning 1 will remain in effect for a maximum duration of 12 months of active service at which time it will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 2.

Attendance Warning 2: A Flight Attendant will be assessed an Attendance Warning 2 if she/he accumulates 12 or more points. Points that triggered the Attendance Warning 1 count toward this 12-point threshold. The Attendance Warning 2 will remain in effect for a maximum duration of 12 months of active service at which time Attendance Warnings 1 and 2 will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 3.

Attendance Warning 3: A Flight Attendant will be assessed an Attendance Warning 3 if she/he accumulates 18 or more points. Points that triggered the Attendance Warnings 1-2 count toward this 18-point threshold. The Attendance Warning 3 will remain in effect for a maximum duration of 18 months of active service at which time the Attendance Warnings 1-3 will be cleared from the record unless the Flight Attendant progresses to an Attendance Warning 4.

Attendance Warning 4: A Flight Attendant will be assessed an Attendance Warning 4 if she/he accumulates 24 or more points. Points that triggered the Attendance Warnings 1-3 count toward this 24-point threshold. The Attendance Warning 4 will remain in effect for a maximum duration of 24 months of active service at which time Attendance Warnings 1-4 will be cleared from the record unless the Flight Attendant progresses to Discharge.

Discharge: A Flight Attendant will be subject to discharge if she/he accumulates 30 or more points. Points that triggered the Attendance Warnings 1-4 count toward this 30-point threshold. Section 23-E. applies to discharges.

22-F.1.b. CLARIFY <u>22-F.1.b.</u> <u>A Flight Attendant whose Attendance Track discipline expires shall exit the</u> Attendance Track with zero points.

22-F.2. AMEND AND CLARIFY <u>22-F.2.</u> <u>The Performance Track shall be as follows:</u>

22-F.2.a. AMEND AND CLARIFY <u>22-F.2.a</u> <u>Performance Track progressive discipline:</u>

Performance Warning 1: A maximum duration of 12 months of active service from the date of issuance unless progressed to a higher level.

Performance Warning 2: A maximum duration of 12 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 3: A maximum duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 4: A maximum duration of 24 months of active service from date of issuance unless progressed to Discharge.

22-F.2.b. CLARIFY

<u>22-F.2.b.</u>

The Union's agreement to the Performance Track shall not be construed as agreement with the application of the Working Together Guidelines in any individual case.

22-G. AMEND AND CLARIFY

22-E. <u>22-G.</u>

Complimentary, complaint or disciplinary letters that are no longer in effect under the provisions of Paragraphs C. and <u>DF</u>. above, will be considered to have expired. If a Flight Attendant requests that an expired letter(s) be removed from her/his personnel file, all expired letters will be removed and returned to the Flight Attendant. Following the expiration of complaint or disciplinary letters, the Company will automatically remove the letter from the Flight Attendant's personnel file and will not refer to or consider either in the event of subsequent discipline.

22-H. AMEND AND CLARIFY

22-F. <u>22.H.</u>

The Company will consider any notations of non-disciplinary discussions regarding dependability or job performance as cleared from a Flight Attendant's record after a <u>one (1)</u> two (2) year period of active service from the date of issuance., provided that no disciplinary action or further notations have been issued during that period.

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SECTION 23

INVESTIGATIONS & GRIEVANCES

23-A.1. AMEND

23-A.1.

When the Company conducts an any investigation/meeting which may lead to disciplinary action or discharge, the Flight Attendant shall be entitled to Union representation, if reasonably available (or representation by another employee if requested by the Flight Attendant). <u>No less than forty-eight (48) hours will be allowed</u> for the Flight Attendant to secure Union representation. The Flight Attendant and/or <u>Union representative will be allowed</u> and opportunity to present information relevant to the investigation. <u>In addition, if more than one (1) management representative is</u> <u>present, the Flight Attendant shall be informed of their right to have a Union</u> <u>representative in attendance.</u>

23-A.2. CLARIFY

23-A.2.

In the event of any action or inaction by a Flight Attendant that may reasonably lead to discharge, the Flight Attendant shall be notified in writing, by way of a Letter of Investigation (LOI), of the precise charge or charges being investigated, the Flight Attendant's right to have a Union representative or other employee present during any meetings to discuss the charges, and the Flight Attendant's right to respond to the charge(s) and present information relevant to the investigation. Once notified in writing, no less than forty-eight (48) hours will be allowed for the Flight Attendant to secure Union representation.

23-A.2.a. AMEND

23-A.2.a.

The Company shall schedule an investigatory meeting to be held within ten (10) days of the notification in writing. At the Flight Attendant's request, if necessary for the Flight Attendant to secure the presence of a Union representative, witnesses and/or information to respond to the charge(s), the meeting may will be rescheduled. Except by mutual agreement, the meeting shall not be rescheduled to later than fifteen (15) days after the initial notification in writing. If the parties mutually agree to schedule the investigatory meeting virtually then the participants to the virtual meeting will be limited to the grievant, two (2) AFA representatives, and two (2) Company representatives - with all attendees appearing on video. The meeting will not be recorded.

23-A.3. AMEND

23-A.3.

<u>No less than forty-eight (48) hours prior</u> Prior to any investigatory meeting, the Flight Attendant and Union representative shall be provided with copies of all <u>evidence</u>, <u>whether written</u>, <u>physical</u>, <u>electronic</u>, <u>or digital</u> documents, reports, statements or

other information, including copies of scheduling audio tapes that the Company intends to use as a basis for questioning or disciplining a Flight Attendant.

23-A.5. AMEND

23-A.5.

A Flight Attendant may be held out of service (with pay, provided the Flight Attendant is otherwise qualified for duty) by the Company during its investigation of a matter which may lead to discipline or discharge. Flight Attendants will not be withheld from service for a period longer than fourteen (14) days. thirty (30) days. Pay will be calculated based off of the prorated minimum guarantee, their line value, or an average of the Flight Attendant's monthly pay for the prior six (6) months, whichever is greater. Flight Attendants held out of service will remain eligible to bid. Trading of trips past the 30 day period shall not be denied.

23-A.6 CLARIFY

23-A.6.

A Flight Attendant shall be notified of discipline or discharge decisions within fifteen (15) days after the initial investigatory meeting, unless mutually agreed otherwise. Written confirmation of discipline or discharge <u>through a Letter of Decision</u> shall be issued within seven (7) days after the Flight Attendant is notified. A copy of all written discipline and discharge notices will be sent to the Local Union representative.

23-A.6.a. NEW

<u>23-A.6.a.</u>

Should the Letter of Decision indicate a discharge by the Company, provided the offense is not a singular dischargeable event, the Flight Attendant shall be given the option of retirement in lieu of discharge if so eligible.

23-A.7. AMEND

23-A.7.

A Flight Attendant shall not normally be disciplined later than thirty (30) days from the time Inflight management has reasonable first knowledge of the incident giving rise to the discipline. In the event a Flight Attendant requests to postpone an investigatory meeting, or is on leave of absence, furlough or vacation of more than fourteen (14) days, during this thirty (30) day period, such thirty (30) day period may be extended by a period equal to the length of the meeting postponement, leave of absence, furlough or vacation.

23-A.9. CLARIFY

23-A.9.

A Flight Attendant who is disciplined or discharged may challenge that decision by filing a grievance an appeal at Step 1, within thirty (30) days of notification of the decision, pursuant to Sections 23-C.1. below. 23-D. and 23-E.

23-B.1. CLARIFY 23-B.1.

The Union will be represented by properly designated Local Executive Council ("LEC") Presidents at each location on the system. LEC Presidents and their designees will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the Step 1 local level. The Union will advise the Senior Vice President, Inflight, in writing, of the individuals who serve as LEC Presidents. The Union will be further represented by the MEC President and/or her/his their designee, who will be empowered to handle and settle grievances at all levels of the grievance procedure.

23-B.2. CLARIFY

23-B.2.

The Company will be represented at each location by one or more authorized officials who will be empowered to settle local grievances or disputes, but such settlement may not involve any change in the intent and purpose of this Agreement or Company Policy. The Company will advise the Union, in writing, of the individuals who serve as authorized officials. The Company will be further represented at the Senior Vice President level for dealing with the MEC President or her/his their designated representative. No Company employee directly involved in the matter which gave rise to the grievance will sit as hearing officer at any step.

23-B.4. CLARIFY

23-B.4.

The MEC President and/or her/his their designated representatives shall be permitted to enter any location on the Company's system where employees under this Agreement are located for the purpose of representing such employees upon prior notification to the Company at that location.

23-C. CLARIFY

23-E. 23-C. GRIEVANCE PROCEDURES

NON-DISCIPLINARY ACTIONS, CONTRACT MATTERS AND COMPANY POLICIES POLICY

In order to enable the processes set forth in this Section to resolve disputes pertaining to non-disciplinary actions, contract matters and Company policies quickly and effectively, the following procedures will be utilized.

23-C.1. CLARIFY 23-E. 23-C.1. LOCALLY-BASED DISPUTE RESOLUTION PROCESS

23-C.1.a. CLARIFY 23-E.1.a. <u>23-C.1.a.</u> A group of Flight Attendants or a Flight Attendant who has an issue concerning any action of the Company which affects her/him, except as may arise out of disciplinary action, and which the Flight Attendant(s) has not been able to resolve satisfactorily, may file a worksheet with the Union, setting forth the basis for the dispute within sixty (60) calendar days after the Flight Attendant(s) reasonably would have knowledge of the dispute.

23-C.1.b. CLARIFY

23-E.1.b. <u>23-C.1.b.</u>

The Union shall review and evaluate every worksheet. If the Union determines that a worksheet reports a potentially valid claim, the Union shall file a Notice of Dispute ("NOD") with designated Company personnel within thirty (30) calendar days of receipt of the worksheet. A NOD will identify a dispute concerning an action by the Company, except as may arise from a disciplinary action.

23-C.1.c. CLARIFY

23-E.1.c. 23-C.1.c.

The filing of a NOD obligates the Company and Union to engage in local discussions, utilizing interest-based dispute resolution. Union and Company participants in these discussions will be trained in interest-based dispute resolution, and, to the maximum extent feasible, should bring relevant expertise to the NOD in terms of factual and subject-matter knowledge, and locale of work or representational assignment. The expectation is that the vast majority of NODs will be resolved during these discussions and within thirty (30) calendar days of filing.

23-C.1.d. CLARIFY

23-E.1.d. 23-C.1.d.

Within thirty (30) calendar days after the filing of a NOD, the participants in the dispute resolution discussions shall resolve the NOD or, if those efforts are unsuccessful, file a NOD Submission to the Dispute Resolution Committee, described below. The NOD Submission shall be a document jointly prepared by the primary dispute resolution participants that, at a minimum, contains a complete statement of relevant undisputed and disputed facts, the issues in dispute, and the impediments to resolution.

23-C.2. CLARIFY 23-E.2. 23-C.2. DISPUTE RESOLUTION COMMITTEE

23-C.2.a. CLARIFY AND AMEND

23-E.2.a. 23-C.2.a.

The Dispute Resolution Committee ("DRC") shall be composed of four (4) participants, two (2) appointed by the Union and two (2) by the Company. The mission and purpose of the DRC is to: 1) promote the prompt, effective and local resolution of disputes through the use of interest-based dispute resolution, and 2) preserve traditional arbitration primarily for the timely adjudication of discharge grievances and contractual disputes that have significant and widespread impact

among Flight Attendants. The DRC shall meet at least twelve (12) twenty-four (24) times per year, but may meet more frequently if needed. Either the MEC President or Vice President of Inflight can require additional meetings when any case pending before the DRC is more than sixty (60) days old.

23-C.2.b. CLARIFY

23-E.2.b. <u>23-C.2.b.</u>

With respect to any NOD Submission, the DRC is empowered to: 1) resolve the NOD in whole or in part; 2) remand the NOD, in whole or in part, to the first-level dispute resolution participants for further local resolution efforts; 3) assign the NOD, in whole or in part, to expedited arbitration; 4) assign the NOD, in whole or in part, to traditional arbitration; or 5) where none of the previous options appear appropriate, escalate the NOD to the MEC Grievance Chair and the Vice President Labor Relations, or their designee(s).

23-<u>C</u>.2.c. CLARIFY

23-E.2.c. <u>23-C.2.c.</u>

The DRC shall make decisions by majority vote of the whole committee. The expectation is that NOD Submissions will be processed within sixty (60) days of receipt.

23-C.3. AMEND AND CLARIFY

23-E.3. 23-C.3. EXPEDITED ARBITRATION

Expedited arbitration is an abbreviated hearing before the UAL/AFA System Board of Adjustment that will be designated the Expedited Arbitration Board of Adjustment and that will be subject to <u>the following</u> rules and procedures jointly agreed to by the parties. Awards issued by an Expedited Arbitration Board of Adjustment panel will be final and binding, but will be without precedent and/or prejudice in regard to any other NOD, dispute, grievance, or System Board hearing.

23-C.3.a. CLARIFY

<u>23-C.3.a.</u>

For each day designated and scheduled for Expedited Arbitration, the Company and the Association shall mutually agree to the selection of one neutral, to be chosen from a Panel of Arbitrators mutually agreed upon by the parties, together with one Association appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment (hereinafter "Board").

23-C.3.b. CLARIFY

<u>23-C.3.b.</u>

The parties agree to meet and confer on a monthly basis to determine which cases will, by mutual agreement, be scheduled for Expedited Arbitration in the next month, such that both parties will have a minimum of twenty (20) days advance notice of the Expedited Arbitration schedule.

23-C.3.c. CLARIFY

<u>23-C.3.c.</u>

The Board shall sit for a minimum of twelve (12) days per year pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. When dates scheduled for traditional Arbitration are cancelled, the parties will make a reasonable effort to use those dates for Expedited Arbitration.

23-C.3.d. CLARIFY

<u>23-C.3.d.</u>

At the conclusion of each day of Expedited Arbitration, the Board shall issue a written award (without a written opinion) no later than at the conclusion of said day, for each case heard during that day. Awards issued by the Expedited Arbitration Board shall not establish precedent and will not be used or referred to in the future by either party in any other proceedings except to enforce the terms of the award.

23-C.3.e. CLARIFY <u>23-C.3.e.</u> <u>Each party agrees to waive its right to arbitration pursuant to Section 24 of the</u> <u>Agreement by submitting a case to Expedited Arbitration.</u>

23-C.3.f. CLARIFY

<u>23-C.3.f.</u>

Each party shall be represented by any one person that it may choose and designate, and each party shall be limited to one other person to testify. Such testimony may be provided either in person or by telephone.

23-C.3.g. CLARIFY

<u>23-C.3.g.</u>

Each party shall inform the other party, in writing (stating name and case number), of the identity of its witness, if any, who will testify at least ten (10) working days prior to the date the case is to be heard. Such notice will specify for each such person whether they will offer testimony in person or by telephone.

23-C.3.h. CLARIFY

<u>23-C.3.h.</u>

For cases that have not gone through the DRC (Dispute Resolution Committee) process, each party will provide to the other party a written statement of the issue(s), its position on the issue(s), and a list of material facts it believes to be in dispute to the other party at least ten (10) working days prior to the date the case is scheduled to be heard. Each party shall thereafter provide copies of all exhibits, documents, System Board awards and decisions, and any other arbitral precedent or treatise materials it intends to submit into evidence or refer to in the proceedings to the other party at least five (5) working days prior to the date the case is to be heard. 23-C.3.i. AMEND AND CLARIFY

<u>23-C.3.i.</u>

Each party shall have no more than sixty (60) minutes to present its case. This sixty (60) minute period shall include the party's opening statement (if one is desired), the direct examination of its own witness, and the cross-examination of the other party's witness, rebuttal and closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph.

<u>23-C.3.j.</u> CLARIFY

<u>23-C.3.j.</u>

Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing.

23-C.3.k. CLARIFY <u>23-C.3.k.</u> <u>The time, date and location of the hearing must be agreed to by the parties.</u>

23-C.3.I. CLARIFY

<u>23-C.3.I.</u>

The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraphs 23-C.3.f. and 23-C.3.g. above, to testify in the proceeding.

23-C.3.m. CLARIFY <u>23-C.3.m.</u> <u>There shall be no transcripts or electronic records made of the proceedings.</u>

23-C.4. CLARIFY

23-E.4. 23-C.4. BYPASS OF THE PROCESS

The MEC Grievance Chair or Vice President Labor Relations or her/his their designee may decide that a NOD shall bypass the dispute resolution process contained herein where it is unlikely that that process will achieve a resolution, and proceed to Section 24 (System Board) of the Flight Attendant Agreement. This right shall be exercised only in cases of disputes having significant widespread impact on Flight Attendants and/or significant financial impact to the Company, and then only after a discussion between the MEC Grievance Chair and the Vice President Labor Relations or her/his their designee.

23-C.5. CLARIFY

23-E.5. 23-C.5. NON-PRECEDENT AND NON-PREJUDICE

All resolutions of NODs shall be without precedent and prejudice in regard to any other NOD, dispute, grievance, or System Board of Adjustment hearing unless: 1) the resolution clearly states in writing that it is precedent-setting, and 2) the resolution is

signed by the MEC President on behalf of the Union and the Vice President Labor Relations on behalf of the Company, or their designee(s).

23-C.6. CLARIFY

23-E.6. <u>23-C.6.</u> DUTY TO RESOLVE DISPUTE RESOLUTION PROBLEMS If the Union or the Company receives credible information to the effect that the local dispute resolution process is experiencing problems in a locale or department, the parties will in good faith evaluate the situation and, if a problem exists, take appropriate action. The DRC is authorized to report such problems.

23-C.7. CLARIFY

23-E.7. 23-C.7.

The Union may bypass the process contained in this Paragraph 23-E. 23.C., Paragraphs 1 – 6, for grievances addressing a dispute over the system-wide application of the Agreement, by providing written notice from the MEC President to the Senior Vice President of Inflight Service in accordance with Paragraph $\frac{23-C.3}{23.F}$. of this Section.

23-C.8. DELETE

23-C.8.

A Flight Attendant's or a group of Flight Attendants' right to retrospective relief shall not exceed sixty (60) days, except when a grievance is filed pursuant to above Paragraph 23-C.3., in which case retrospective relief shall not exceed one hundred twenty (120) days.

23-F. CLARIFY 23-F. ATTENDANCE AND DEPENDABILITY POINT VALUES

23-F.1. CLARIFY

23-F.1.

A point system will apply to attendance and dependability occurrences as set forth herein . The following occurrences shall generate the following points:

OCCURRENCE POINTS

Illness/Injury:	
Over 6 days	. 2
<u>6 days or less, with no physician's note</u>	2
6 days or less, with physician's note	.1.5
Missed trip	. 3
Late boarding that delays a flight	. 2 .5
Missed meeting or training	
Late boarding, no flight delay	
Late check-in	

23-F.2. CLARIFY 23-F.2. A " physician's note" as used herein means a written notation from the Flight Attendant's treating physician, or a physician affiliated with United Medical that contains:

23-F.2.a. CLARIFY 23-F.2.a. Date of illness or injury;

23-F.2.b. CLARIFY 23-F.2.b. Date of examination;

23-F.2.c. CLARIFY 23-F.2.c. Date of return to work; and

23-F.2.d. CLARIFY 23-F.2.d. Signature of the physician or physician's designee on a document that contains, at a minimum, the physician's printed name, work address and work telephone number.

On or before the Flight Attendant's next scheduled pairing, the Flight Attendant must give the physician's note to her/his <u>their</u> supervisor, not to United Medical.

23-F.3. CLARIFY

23-F.3.

If a Flight Attendant incurs a missed trip and: 1) picks up a pairing that departs on the same day as the missed pairing, and 2) secures the assignment while physically present at the departure airport of the missed pairing, the point assessment will be 2.5., not 3.

23-F.4. CLARIFY

23-F.4.

Occupational injury or illness occurrences, except when the occupational injury/illness is covered by Section 13.23-B.3., will generate points as set forth in above Paragraph 23-F.1., but will not trigger new or escalated discipline.

23-F.5. CLARIFY 23-F.5.

Special circumstances will be handled on an individual basis at the sole discretion of the Company.

23-F.6. CLARIFY

23-F.6.

Time off pursuant to the Agreement and/or Company policy is exempt from point assessment.

23-F.7. CLARIFY

23-F.7.

The method of notifying a Flight Attendant of a point generating occurrence other than an injury/illness absence shall be by electronic notice to the Flight Attendant. Injury/illness absences and related points shall be posted to a Flight Attendant's Work History without notice to the Flight Attendant.

23-F.8. CLARIFY

23-F.8.

It shall be the responsibility of the Flight Attendant to know the status of her/his <u>their</u> point accumulation. Upon request, the Company shall provide to the Flight Attendant her/his <u>their</u> current point status electronically or on paper pursuant to Section3.J. of the Agreement. A Flight Attendant is at all times free to contact her/his <u>their</u> supervisor regarding point accumulation or assessment.

23-F.9. CLARIFY

23-F.9.

Points will accumulate for occurrences even if Attendance Warnings or notices of point-generating occurrences have not been sent or received.23-F.10.

23-F.10. CLARIFY

23-F.10.

If a point(s) assessment is deemed unjustified in whole or in part, the Company shall correct the record and adjust any discipline imposed as a consequence of the unjustified point assessment.

23-F.11. CLARIFY

23-F.11.

Unless a Flight Attendant is in Attendance Track discipline, points will be deducted from the Flight Attendant's accumulated point total twelve (12) months after the occurrence for which the points were assessed.

23-G. CLARIFY 23-G. PROGRESSIVE DISCIPLINE

23-G.1. CLARIFY

23-G.1.

Progressive discipline under the Working Together Guidelines shall operate on two (2) separate tracks, an Attendance Track and a Performance Track for all Working Together Guidelines violations subject to progressive discipline. These two (2) tracks merge as set forth below in Paragraph 23-G.3. The Attendance Track shall operate as follows:

23-G.1.a. CLARIFY 23-G.1.a. Attendance Track progressive discipline steps:

Attendance Warning 1: A Flight Attendant will be assessed an Attendance Warning 1 if she/he accumulates 6 or more points in a rolling 12-month period. The Warning 1 will remain in effect for 12 months of active service at which time it will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 2.

Attendance Warning 2: A Flight Attendant will be assessed an Attendance Warning 2 if she/he accumulates 12 or more points. Points that triggered the Attendance Warning 1 count toward this 12-point threshold. The Attendance Warning 2 will remain in effect for 12 months of active service at which time Attendance Warnings 1 and 2 will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 3.

Attendance Warning 3: A Flight Attendant will be assessed an Attendance Warning 3 if she/he accumulates 18 or more points. Points that triggered the Attendance Warnings 1-2 count toward this 18-point threshold. The Attendance Warning 3 will remain in effect for 18 months of active service at which time the Attendance Warnings 1-3 will be cleared from the record unless the Flight Attendant progresses to an Attendance Warning 4.

Attendance Warning 4: A Flight Attendant will be assessed an Attendance Warning 4 if she/he accumulates 24 or more points. Points that triggered the Attendance Warnings 1-3 count toward this 24-point threshold. The Attendance Warning 4 will remain in effect for 24 months of active service at which time Attendance Warnings 1-4 will be cleared from the record unless the Flight Attendant progresses to Discharge.

Discharge: A Flight Attendant will be subject to discharge if she/he accumulates 30 or more points . Points that triggered the Attendance Warnings 1 – 4 count toward this 30-point threshold. Section 23-C. applies to discharges.

23-G.1.b. CLARIFY 23-G.1.b. Attendance Warnings shall be effective upon the date the triggering points occurred, not the date of issuance of the Attendance Warning.

23-G.1.c. CLARIFY 23-G.1.c. A Flight Attendant whose Attendance Track discipline expires shall exit the Attendance Track with zero points.

23-G.2. CLARIFY

23-G.2.

The Performance Track applies to all progressive discipline issued pursuant to certain Working Guidelines and Company policies and procedures except for those covered under the Attendance Track. The Performance Track shall be as follows:

23-G.2.a. CLARIFY 23-G.2.a. Performance Track progressive discipline:

Performance Warning 1: Duration of 12 months of active service from the date of issuance unless progressed to a higher level.

Performance Warning 2: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 3: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 4: Duration of 24 months of active service from date of issuance unless progressed to Discharge.

23-G.2.b. CLARIFY

The Union's agreement to the Performance Track shall not be construed as agreement with the application of the Working Together Guidelines in any individual case.

23-G.3. CLARIFY

23-G.3.

A Flight Attendant cannot simultaneously be on an Attendance Warning 4 and a Performance Warning 4. If an occurrence, event or combination of occurrences and/or events would result in a combined Attendance Warning 4 and Performance Warning 4, that occurrence, event and/or combination of events instead triggers a discharge investigation.

23-H. DELETE

23-H. DISCIPLINARY LETTERS, DISCIPLINARY SUSPENSIONS AND DISCHARGES

In order to enable the processes set forth in this Section of the Flight Attendant Agreement to resolve disputes pertaining to discipline and discharge, the following procedures will utilized.

23-D. CLARIFY 23-H.1. <u>23-D. NON-DISCHARGE DISCIPLINE</u> Discipline Not Involving Discharge

23-H.1.a. CLARIFY 23-H.1.a. For both Attendance Track and Performance Track discipline, the Company shall notify a Flight Attendant by issuing disciplinary Warnings in compliance with Section 23-G. above. An electronic copy of Warning(s) will be sent to the Flight Attendant's corporate email address. Upon a Flight Attendant request, a Warning also will be sent by first-class U.S. Mail or the foreign equivalent thereof to the Flight Attendant's address of record. The Company is not required to copy the Union on Attendance Warnings.

23-H.1.b. CLARIFY

23-H.1.b.

The effective date of the Attendance Warning is the date of the triggering point occurrence. The effective date of the Performance Warnings is the date of issuance of the warning.

23-D.1. AMEND AND CLARIFY

23-H.1.c. 23-D.1.

Pursuant to Section 23-C.1., Step 1, above, a <u>A</u>Flight Attendant may request a review of any Warning (<u>Attendance or Performance</u>);. the The Union may request such a review on behalf of the Flight Attendant only if the Flight Attendant specifically so requests. A Warning that is not timely challenged in the form of a request for review is final and is not subject to later appeal, challenge or review. The <u>A</u> thirty (30) day deadline for requesting review is triggered by the date of the Warning. <u>Once</u> <u>requested</u>, a hearing will be scheduled within ten (10) days, and be conducted within thirty (30) days of the request.

23-D.1.a. AMEND AND CLARIFY

23-H.1.d. 23-<u>D.1.a.</u>

The Section 23-C.1., Step 1, The hearing shall be a conference between the Manager Onboard Service Base Director and/or designee, the supervisor, the Flight Attendant and Association Union representative and/or witnesses as applicable. With respect to this meeting:

23-D.1.b. AMEND AND CLARIFY

23-H.1.e. 23-D.1.b.

The Base Director/Manager or designee will record the result of the hearing on a jointly-created template document, but will not have to issue a written explanation. This result will be distributed in accordance with Section 23-C.1., Step 1. If a result is not determined at the conclusion of the hearing, the Base Director/Designee will have a period of ten (10) days to notify the Flight Attendant and Union of the decision in writing.

23.D.1.c. AMEND AND CLARIFY 23-H.1.f. 23-D.1.c.

Where a hearing results in a Warning being sustained in whole or in part, all arguments are preserved; however, the matter cannot be appealed to the System Board of Adjustment unless the Flight Attendant is later discharged, and then only if the Warning is active at the time of the discharge. <u>The Warning shall be considered</u>

as part of the discharge appeal, and at the Union's option, may heard under the Expedited Arbitration provision as delineated in Section 24.

23.D.1.d. AMEND AND CLARIFY

23-H.1.g. <u>23-D.1.d.</u>

Notwithstanding the above Paragraph-f.,23-D.1.c., in extraordinary circumstances, the Union, but not an individual Flight Attendant, MEC President may refer appeal the outcome of the Section 23-C.1., Step 1 hearing to the Senior Vice-President of Inflight Section 23-C.1., Step 2. If this meeting does not resolve the matter to the satisfaction of the Union, the Union may within fifteen (15) calendar days of the conclusion of the meeting, appeal the decision to the System Board of Adjustment. By mutual agreement of the Company and the Union, the parties may assign the dispute to Expedited Arbitration as delineated in Section 24.

23-H.2. CLARIFY

23-H.2.

In the event of any alleged action or inaction by a Flight Attendant, which in the opinion of the Company may result in discharge, Section 23-C. shall apply.

23.D.2. CLARIFY

23-H.3. <u>23-D.2.</u>

All settlements of Attendance <u>or Performance</u> Warnings, charges, point assessments, and/or potential discharge or discipline shall be without precedent and prejudice in regard to any other dispute, grievance, or System Board of Adjustment hearing unless: (i) the settlement clearly states in writing that it is precedent-setting, and (ii) the settlement is signed by the MEC President on behalf of the Union and the Managing Director Labor Relations on behalf of the Company.

23-E. NEW

23-E. DISCHARGE

23-E.1. AMEND AND CLARIFY

23-C.1 23-E.1.

The procedure for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement result from disciplinary action involving discharge shall be as set forth below. Grievances must be filed promptly after the cause giving rise to the grievance is evident, and no grievance will be valid if not filed within thirty (30) days of the date the employee first knew or could reasonably be expected to have known of the grievance. of discharge.

Step 1: <u>Discharge Appeal:</u> Any employee having a complaint or grievance in connection with the application of this Agreement will discuss the matter with the immediate supervisor. If unable to secure satisfactory adjustment in this manner, the employee may present a discharge decision may present the grievance complaint to the LEC President or her/his their designees(s). If in the LEC President's/designee's

opinion the complaint is justified, the <u>a</u> written grievance <u>appeal</u> may be filed on a prescribed form provided by the Company which shall include the grievant's <u>appellant's</u> name(s), specific Section of the Contract allegedly violated or in dispute, remedy sought, date discussed with the supervisor and the grievant's <u>appellant's</u> signature(s). The written grievance <u>appeal</u> may be appealed will be presented to the Base Director/Manager who shall schedule a mutually agreeable hearing date in that Base within fourteen (14) days. The Base Director/Manager or her/ his their designee(s) will make themselves available to the Union's Base_grievance representative(s) <u>Grievance Representative(s)</u> at least twice each calendar month for the purpose of scheduling such first level hearings. Normally such hearings shall be held within thirty (30) days of the date the appeal was filed. A decision in writing shall be rendered not later than thirty (30) days ten (10) days for discharge cases) following the hearing.

Step 2: If the decision at Step 1 is not satisfactory, the LEC President may refer the matter to the MEC President, who may appeal the matter to the Senior Vice President, Inflight or one designated representative who must be at least Director level. The appeal must be made in writing within thirty (30) days after the Step 1 decision. The grievance must be presented at a hearing within thirty (30) days from the date of appeal to Step 2. The hearing will be consolidated with other pending appeals and will be conducted at one location, unless mutually agreed otherwise. A written decision will be rendered by the Company within thirty (30) days (ten [10] days for discharge cases) after adjournment of the hearing.

23-E.2. AMEND

23-C.2. <u>23-E.2</u>

If the Step 2 Discharge Appeal decision is not satisfactory to the MEC President or her/his their designee, then the matter may be appealed to the System Board of Adjustment as provided in Section 24. , provided, however, that any case may be submitted by either party for discussion between the Company's Vice President, of Labor Relations and the MEC President prior to being heard by the System Board. At the Union's option, the case may be heard under the Expedited Arbitration provision as delineated in Section 24. Additionally, these cases will be subject to discussion under Section 23-G below.

23-F. AMEND AND CLARIFY 23-F. MEC GRIEVANCES

23--F.1. CLARIFY AND AMEND 23-C.3. 23-F.1.

Notwithstanding the above, grievances <u>Grievances</u> relating to matters general in character which cannot be settled at the local level may be submitted by the Union in writing to and discussed between the designated Company Vice President and the MEC President or <u>her/his their</u> designee. <u>The Company shall render a decision on the matter within fourteen (14) days after the grievance is submitted.</u>

23-C.3.a. DELETE

23-C.3.a.

If a mutually satisfactory resolution of the matter is not reached within fourteen (14) days after the grievance is submitted, then the matter may be referred within seven (7) days to the President of the Company or her/his <u>their</u> designated representative.

23-F.1.a. AMEND AND CLARIFY

23-C.3.b. 23-F.1.a.

If a mutually satisfactory resolution of the matter is not reached, pursuant to the above steps, then within fourteen (14) days of the Company's decision it-the matter may be appealed to the System Board of Adjustment in accordance with Section 24.

23-G. AMEND AND CLARIFY

23-C.3.c. 23-G. SETTLEMENT CONFERENCE

The Senior Vice President, Inflight and the MEC President or their designee(s) will meet twice four (4) times each year, between March 1 and April 30, and between September 1 and October 30, for the purpose of attempting to settle all outstanding grievances then pending before the System Board. Meetings will be scheduled in February, May, August, and November. For those cases which are not settled, a means and schedule for final resolution will be set. The settlement conferences shall be conducted at a mutually agreed location. Recognizing the mutual benefit of the Settlement Conference provision, the parties agree to engage the services of a neutral third (3rd) party chosen from the National Mediation Board (NMB) to assist in facilitating this process.

23-H.2. DELETE

23-H.2.

In the event of any alleged action or inaction by a Flight Attendant, which in the opinion of the Company may result in discharge, Section 23-C. shall apply.

23-H. CLARIFY 23-D. <u>23-H.</u> GENERAL

23-D.1. DELETE

23-D.1.

An employee may be suspended from the service of the Company pending a hearing, which shall be prompt, when the Company judges such action is justified by legitimate business reason. Such action shall not be deemed a violation of this Section.

23-H.1. CLARIFY

23-D.2. <u>23-H.1.</u>

The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearing and meetings required in connection with a grievance. If any necessary employee is based at other than the location where the

hearing or meeting is to be held then such employee will be furnished free PS5B (or <u>future equivalent</u>) travel over Company lines to attend the hearing or meeting.

23-H.2. CLARIFY

23-D.3. <u>23-H.2.</u>

The Company will not discriminate against any witness called to testify in any hearing or investigation under this.

23.H.3. CLARIFY

23-D.4. 23-H,3.

Union representatives and necessary employee witnesses will be released from duty on a non-paid status.

23-H.4. CLARIFY

23-D.5. 23.H.4.

In assessing <u>progressive</u> discipline, the Company will consider the gravity of the offense, seniority, and work record of the employee. Absent extraordinary circumstances, the issuance of Performance discipline shall proceed through the levels 1-4 in order of increasing severity.

23-H.5. CLARIFY

23-D.6. 23.H.5.

At each step of the Grievance procedure, the Company and Union recognize a desire and need to handle grievances within the time limits set forth in this Section. It is further recognized that the Company or Union representative may request reasonable time limit extensions.

23-H.6. CLARIFY

23-D.7. <u>23.H.6.</u>

The Union's decision to withdraw grievances, not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issues involved. The Company's decision to settle a grievance shall not prejudice its position on the issues involved.

23-H.7. CLARIFY

23-D.8. 23.H.7.

An employee may elect to have legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.

23-H.8. CLARIFY

23-D.9. 23.H.8.

Notwithstanding any of the provisions of this Section, probationary Flight Attendants are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such employees be entitled to challenge discipline or discharges taken against them. In accordance with Section 14-B., during the final 90

days of probation the Company will take advocacy on behalf of the probationary Flight Attendant into account.

23-H.9. CLARIFY

23-D.10. <u>23.H.9.</u>

Any decision made during the grievance procedure which is not appealed within the time limits provided in the Agreement shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.

23-H.10. CLARIFY

23-D.11. <u>23.H.10.</u>

When <u>potential</u> grievances are filed alleging <u>allege a</u> scheduling violation(s) of the Agreement, the Company will provide to the Union all scheduling audio tapes, <u>two-way communication archives (including chats)</u>, reports, statements, or other material (whether physical, electronic, or digital), that will either confirm or deny the alleged scheduling violation(s). If, for any reason, a recorded conversation is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be made by the Director of Crew Scheduling or designee upon written request from the respective Local President or designee. If the gap in any recording or the content of the missing information cannot substantiate the Company's position, then the affected Flight Attendant shall receive the benefit of the doubt.

23-H.11. NEW

<u>23-H.11</u>

In the settling of NODs, appeals, and grievances under this section, nothing shall preclude a monetary component of such settlement. In the case of contractual scheduling-violations by the Company, in addition to being made whole in every way, there will be an additional five (5) hours of add pay for each violation.

23-I. NEW

23-I. GRIEVANCE TRAINING

23-I.1. NEW

<u>23-I.1.</u>

The Company and Union agree to conduct joint grievance training within six (6) months of the effective date of this agreement.

23-I.2. NEW

<u>23-I.2.</u>

The Company and Union will conduct a joint recurrent grievance training program on an annual basis.

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SECTION 24

SYSTEM BOARD OF ADJUSTMENT

24-E.1. AMEND

24-E.1.

The Parties shall name a panel of at least <u>fifteen</u> eleven potential referees for the purpose of disposing of cases in deadlock before the Flight Attendant System Board of Adjustment and establish a procedure for filling vacancies on the panel and for selection of a referee therefrom within sixty (60) days of reaching an agreement.

24-E.3. AMEND

24-E.3.

The parties shall agree, if necessary, to renegotiate the panel of arbitrators on a yearly basis. The negotiations will occur and conclude during the first week of September. The panel will remain intact for one calendar year, provided that any member who is then acting as an arbitrator in any case or cases pending before the System Board of Adjustment at the end of a calendar year and is subsequently removed from the panel, shall be permitted to serve until the completion of such case or cases. During the calendar year either party may remove an arbitrator from the panel with notice to the other party, with the understanding that the arbitrator shall be permitted to conclude any outstanding case(s). Beginning on January 1st, A neutral referee selected to serve on the System Board will serve a three (3) year term during which neither party may remove the neutral from the panel absent fraud or other egregious misconduct. The parties will endeavor to select neutrals from diverse backgrounds. At its completion, the three (3) year term will automatically renew unless sixty (60) days notice is provided by either party to remove the referee. At that point, the parties will meet to select a mutually acceptable alternative. Any referee removed from the panel with a case pending before the System Board will continue to serve until the completion of the case. The parties will additionally draft a letter of agreement implementing staggered terms for the existing panel as well as the procedure to transition the current panel to fixed terms.

24-F.1. AMEND

24-F.1.

Cases shall be scheduled for hearing on <u>eighty (80)</u> <u>one hundred and twenty (120)</u> days during the System Board calendar year. The hearings shall be scheduled during one week each month for a total of <u>sixty (60)</u> <u>ninety (90)</u> days. The additional twenty (20) thirty (30) days of hearings shall be scheduled during the year, five (5) with a minimum of six (6) days per quarter as agreed to by the parties. System Board hearings shall be held at the Company's headquarters, unless otherwise agreed by the Board. If a scheduled arbitration or mediation day(s) is cancelled or postponed unilaterally, without good cause or settlement of the grievance(s), and before the hearing or mediation begins, the non-cancelling party shall have the right to require the same number of arbitration or mediation days, as applicable, be restored in the same System Board calendar year, to the extent practicable.

24-F.2. AMEND

24-F.2.

Not less than sixty (60) days prior to the desired hearing date, the Union shall notify the Company of the grievance to be heard. Designation of the case to be heard shall be subject to Company concurrence, which shall not be unreasonably withheld. The parties will agree to hear the case within sixty (60) days of the case being proposed. If the parties are unable to agree upon the scheduling of cases, the matter will be referred to the MEC President and the Vice President, Labor Relations, of the Company for resolution, who will then have seven (7) days to resolve the dispute. If the parties are still unable to agree upon a schedule of cases, the parties shall schedule cases on an alternating basis, with the Union selecting a case from the docket for the first date and the Company selecting the case for the next date and so forth. In any event, the calendar must be set no later than forty-five (45) days prior to the hearing date.

24-R. NEW

24-R. EXPEDITED ARBITRATION

24-R.1. NEW

<u>24-R.1.</u>

Expedited arbitration is an abbreviated hearing before the UAL/AFA System Board of Adjustment that will be designated the Expedited Arbitration Board of Adjustment and that will be subject to rules and procedures jointly agreed to by the parties. Awards issued by an Expedited Arbitration Board of Adjustment panel will be final and binding, and when used under this Section 24, will be precedent setting.

24-R.1.a. NEW

<u>24-R.1.a.</u>

For each day designated and scheduled for Expedited Arbitration, the Company and the Association shall mutually agree to the selection of one neutral, to be chosen from a Panel of Arbitrators mutually agreed upon by the parties, together with one Association appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment (hereinafter "Board").

24-R.1.b. NEW

24-R.1.b.

The parties agree to meet and confer on a monthly basis to determine which cases will, by mutual agreement, be scheduled for Expedited Arbitration in the next month, such that both parties will have a minimum of twenty (20) days advance notice of the Expedited Arbitration schedule.

24-R.1.c. NEW

<u>24-R.1.c.</u>

The Board shall sit for a minimum of twelve (12) days per year pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. When dates scheduled for traditional Arbitration are

cancelled, the parties will make a reasonable effort to use those dates for Expedited Arbitration.

24-R.1.d. NEW

<u>24-R.1.d.</u>

At the conclusion of each day of Expedited Arbitration, the Board shall issue a written award (without a written opinion) no later than at the conclusion of said day, for each case heard during that day. Awards issued by the Expedited Arbitration Board shall establish precedent and may be used or referred to in the future by either party in any other proceedings except to enforce the terms of the award.

24-R.1.e. NEW

<u>24-R.1.e.</u>

Each party agrees to waive its right to arbitration pursuant to Section 24 of the Agreement by submitting a case to Expedited Arbitration.

24-R.1.f. NEW

<u>24-R.1.f.</u>

Each party shall be represented by any one person that it may choose and designate, and each party shall be limited to one other person to testify. Such testimony may be provided either in person or by telephone.

24-R.1.g. NEW

24-R.1.g.

Each party shall inform the other party, in writing (stating name and case number), of the identity of its witness, if any, who will testify at least ten (10) working days prior to the date the case is to be heard. Such notice will specify for each such person whether they will offer testimony in person or by telephone.

24-R.1.h. NEW

<u>24-R.1.h.</u>

For cases that have not gone through the DRC (Dispute Resolution Committee) process, each party will provide to the other party a written statement of the issue(s), its position on the issue(s), and a list of material facts it believes to be in dispute to the other party at least ten (10) working days prior to the date the case is scheduled to be heard. Each party shall thereafter provide copies of all exhibits, documents, System Board awards and decisions, and any other arbitral precedent or treatise materials it intends to submit into evidence or refer to in the proceedings to the other party at least five (5) working days prior to the date the case is to be heard.

24-R.1.i. NEW

<u>24-R.1.i.</u>

Each party shall have no more than sixty (60) minutes to present its case. This sixty (60) minute period shall include the party's opening statement (if one is desired), the direct examination of its own witness, and the cross-examination of the other party's

witness, rebuttal and closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph.

24-R.1.j. NEW

<u>24-R.1.j.</u>

Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing.

24-R.1.k. NEW

<u>24-R.1.k.</u>

The time, date and location of the hearing must be agreed to by the parties.

24-R.1.I. NEW

24-R.1.I.

The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraphs 24-R.1.(f). and 24-R.1.(g). above, to testify in the proceeding.

24-R.1.m. NEW <u>24-R.1.m.</u> There shall be no transcripts or electronic records made of the proceedings.

24-R.1.n. NEW

<u>24-R.1.n.</u>

Nothing in this Agreement shall prevent the parties from mutually agreeing to waive the time provisions in Paragraphs 24-R.1.(b)., 24-R.1.(g). and 24-R.1.(h). above.

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SECTION 25

UNIFORMS

25-A. CLARIFY

25-A.

Flight Attendants shall wear their uniform as prescribed in Company regulations at all times while on duty <u>in public view</u> as a member of the crew. and such other times as may be prescribed.

25-B. AMEND

<u>25-B.1.</u>

Newly employed Flight Attendants shall be <u>supplied with</u> required to purchase their first basic uniform and accessories <u>at Company expense</u>. The actual cost of <u>alterations shall be borne by the Company through expense reimbursement with</u> receipts or by voucher for actual cost. Such purchase may be made either on a cash basis or an authorized payroll deduction basis not the exceed 5.0% of the total cost of said uniform and accessories per month.

25-B.2. AMEND

<u>25-B.2.</u>

The Company will provide a non-wool uniform to newly employed Flight Attendants with wool allergies on the same cost basis as newly employed Flight Attendants using wool uniforms. <u>Newly employed Flight Attendants authorized for alternative uniform pieces through the Reasonable Accommodation Program due to any other allergy, shall be similarly supplied at Company expense.</u>

25-C.1.a.(1). AMEND AND CLARIFY

25-C.1.a.(1). Apparel

Quantity of two (2) chosen from the following: Skirt/jacket/jumper/dress/pants One (1) Blazer or equivalent

Two (2) hats or one (1) scarves

One (1) winter coat or an all-season coat

Five (5) Six (6) blouses or equivalent

Maternity skirt/jacket/jumper/dress/pants on request and as appropriate

25-C.1.a.(2). AMEND AND CLARIFY <u>25-C.1.a.(2). Accessories</u> <u>Small suitcase/Tote</u> <u>Large suitcase</u> <u>Purse</u> <u>International Purser uniform components are in addition to the basic uniform</u> <u>components and are Company provided</u> 25-C.1.b. AMEND AND CLARIFY 25-C.1.b. Female Flight Attendant accessories optional items: Footwear and boots Gloves Hosiery/socks Garment bag Small suitcase Large suitcase Purse

25-C.2.a.(1). AMEND AND CLARIFY 25-C.2.a.(1). Apparel Jackets and trousers Two (2) Blazers <u>Two (2) trousers</u> One (1) winter coat or an all-season coat Five (5) Six (6) shirts or equivalent Two (2) ties/tie tac

25-C.2.a.(2). AMEND AND CLARIFY 25-C.2.a.(2). Accessories <u>Small suitcase/Tote</u> <u>Large suitcase</u> <u>Messenger Bag or similar</u> <u>International Purser uniform components are in addition to the basic uniform</u> <u>components and are Company provided</u>

25-C.2.b. AMEND AND CLARIFY

<u>25-C.2.b.</u> Male Flight Attendant accessories optional items: Footwear and boots Small suitcase Gloves Garment bag Hosiery<u>/socks</u> Large suitcase

25-C.4. AMEND

25-C.4.

The Company shall provide non-wool uniforms for Flight Attendants with wool allergies. Flight Attendants authorized for alternative uniform pieces through the Reasonable Accommodation Program due to any other allergy, shall be similarly supplied at Company expense.

25-C.5. CLARIFY 25-C.5.

Flight Attendants on a leave of absence, voluntary furlough or involuntary furlough will receive uniform points prior to upon their return based on the following:

25-C.5.a. AMEND AND CLARIFY

25-C.5.a.

All unused uniform points on the effective date of one of the above referenced statuses will be made available to her/him them prior to upon her/his their return;

25-C.5.b. AMEND

25-C.5.b.

Any uniform points accrued prior to the effective date of any of the above referenced statuses for use in the following year will be available <u>prior to</u> upon return;

25-D. AMEND

25-D. REPLACEMENTS

Flight Attendants will receive 100 uniform points per calendar year to be used for replacement of Basic or Optional Uniform pieces, as well as accessory items as may be available. Unused points will carry over into the succeeding calendar year if not used in the current year. Flight Attendants may use points, or if insufficient points remain to complete the purchase, a combination of points and cash, credit card, and/or payroll deduct may be used. New hire Flight Attendants will receive a prorated point allotment based on the month they are hired. The point value of uniform items under this agreement will be consistent with that in place during calendar year 2021.

25-D.1. AMEND

25-D.1.

The Company shall replace all <u>basic</u>-uniform <u>apparel</u> items (utilizing annual point allotment). <u>and Additionally</u>, one (1) of the following accessory items shall be replaced <u>per calendar year</u> when necessary due to normal wear at no cost to the Flight Attendant. The Flight Attendant may choose which of the following accessory items shall be the no cost item.

Female <u>accessory</u> items: Garment bag Small suitcase/<u>Tote</u> Large suitcase Purse

Male<u>accessory</u> items: Garment bag Small suitcase/<u>Tote</u> Large suitcase <u>Messenger bag or similar</u>

25-D.1.a. NEW 25-D.1.a. Additionally, Flight Attendants will be reimbursed for the cost for the following through Company expense report:

25-D.1.a.(1). <u>25-D.1.a.(1).</u> One (1) pair of shoes per calendar year up to \$125.00 with receipt.

25-D.1.a.(2). <u>25-D.1.a.(2).</u> <u>Uniform cleaning, actual cost with receipts.</u>

25-D.1.a.(3). <u>25-D.1.a.(3).</u> <u>Uniform hosiery (female) up to \$25.00 per month with receipts.</u>

25-D.1.a.(4). <u>25-D.1.a.(4).</u> <u>Uniform hosiery (male) up to \$50.00 per year with receipts.</u>

25-D.2. AMEND

25-D.2.

The replacement of all other <u>uniform or accessory items not provided for in 25-D., 25-D.1., and 25-D.1.a.</u> due to normal wear shall be the responsibility of each Flight Attendant. The replacement of all other accessories <u>these items</u> shall be paid for by the Flight Attendant on a cash basis, or by credit card if the vendor accepts credit cards, <u>or by payroll deduct</u>. Only if the vendor does not accept credit cards shall the use of payroll deduction be authorized by the Company and will be limited to purchases of \$50.00 or more.

25-D.3. AMEND AND CLARIFY

25-D.3. LUGGAGE REPLACEMENT AND REPAIR

The Company shall determine when replacements of any uniform or accessory items are required.

The Company shall establish a loaner luggage program in each domicile with a sufficient quantity of suitcases to provide for use when issued suitcases are in need of repair. There will be a designated company representative in each domicile to coordinate the loaner/repair program. The Company shall also require the vendor for the issued suitcases to repair or replace broken suitcases (at vendor option) within a two (2) week timeframe. If the vendor is unable to comply with the two (2) week timeframe, the Company will issue the Flight Attendant a new suitcase at Company expense.

25-D.4. DELETE

25-D.4.

If a Flight Attendant's employment is terminated and a replacement item has less than one season's wear or six (6) months if a year round uniform, the Flight Attendant

will be required to purchase the Company's equity at 60% of the original cost on a prorated basis for use.

25-E. AMEND

25-E. STYLE CHANGE

In the case of a major uniform style change, the Company shall replace all uniform items, the purse and the suitcase at no cost to the Flight Attendant. This does not apply to new pieces that the Flight Attendant is not required to obtain <u>except that if the Flight Attendant has purchased approved optional luggage pieces</u>, they will also be replaced by the Company. If a uniform style change does not include a style change in purse, or-suitcase, <u>or optional luggage pieces</u> no replacement will be required except as defined in Paragraph 25-D.

25-E.1. NEW

<u>25-E.1.</u>

In the event of a major style change to the uniform, a sufficient inventory of the previous style shall remain available to provide for replacement items for Flight Attendants, as well as to supply complete initial basic uniforms to new hires.

25-F. CLARIFY

25-F. INSIGNIA

The Company shall furnish insignia (wings <u>and name bar</u>) required to be worn by the Flight Attendant and, shall replace the insignia when necessary due to normal wear. Flight Attendants may remove their name insignia bar when off the aircraft.

25.F.1. CLARIFY

<u>25.F.1.</u>

The Flight Attendant may choose their preferred name/nickname for use on the name bar.

25-G. AMEND

25-G. ALTERATIONS

The Company shall bear the cost of all approved alterations required to properly fit a Flight Attendant in a new uniform or resulting from a Company required style change in the uniform. Such alterations must be requested by the Flight Attendant within one month of uniform use. Cost of alterations requested by the Company or resultant from defects in the material, shall be borne by the Company. Alteration costs or the purchase of a new uniform or parts thereof due to weight adjustment shall be borne by the Flight Attendant.

25-G.1. NEW

<u>25-G.1.</u>

The actual cost for alterations of replacement/optional uniform pieces shall also be borne by the Company through expense reimbursement with receipts or by voucher.

25-H. AMEND

25-H. FITTINGS

When the style change requires a uniform fitting, <u>Flight Attendants shall receive a</u> <u>minimum of one (1) hour of flight pay at their base rate of pay as add pay, to attend</u> <u>the initial fitting.</u> The Company shall make every effort to assure that each Flight Attendant shall make no more than two (2) visits to the approved tailor. If a Flight Attendant is required to make more than two (2) visits to the approved tailor, such Flight Attendant shall receive per mile expenses at the rate established by Company policy, for mileage to and from the Domicile and the approved tailor. One (1) hour of flight pay at base rate for each additional visit to the approved tailor. Flight Attendants may accomplish any necessary fittings at the geographic base location that is most convenient for them.

25-J. AMEND

25-J. OPTIONAL UNIFORM ITEMS

If the Company makes optional uniform items available for purchase by Flight Attendants, the purchase shall be paid for on a cash basis, by credit card, or with uniform points, or payroll deduct.

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SECTION 26

MOVING EXPENSES

26-A.3. NEW

26-A.3. CAREER MOVE

Once in their career, a Flight Attendant shall be afforded a paid move consistent with this section for a voluntary base transfer.

26-A.4. CLARIFY <u>26-A.4.</u>

26-A.4.a. CLARIFY <u>26-A.4.a.</u> <u>To be eligible for a company-paid move, you must meet all of the following</u> <u>requirements:</u>

26-A.4.b. CLARIFY <u>26-A.4.(b).</u> <u>Satisfy the provisions of this Section 26-A.1, 2, and/or 3.</u>

26-A.4.c. CLARIFY <u>26-A.4.(c).</u> <u>Change (transfer) bases from your current base.</u>

<u>26-A.4.d. CLARIFY</u> <u>26-A.4.(d).</u> <u>Change the city of your primary residence ("primary residence" means your</u> Employee Profile permanent street address).

26-A.4.e. CLARIFY <u>26-A.4.(e).</u> <u>Lease, rent or purchase a new residence in your name, your spouse/domestic</u> <u>partner's name, or jointly.</u>

26-A.4.f. CLARIFY <u>26-A.4.(f).</u> <u>Your new primary street address (not a Post Office box) must be located within a</u> <u>geographic area within 200 driving miles (determined by MapQuest or similar service)</u> <u>of your new base airport location.</u>

<u>26-A.4.(g).</u> CLARIFY <u>26-A.4.(g).</u> Your move may not be between two points within the new base's geographic area or within the same geographic area of your current residence.

26-A.5. CLARIFY

<u>26-A.5.</u>

A Flight Attendant living in a commuter apartment in the new base location or who does not sell or rent her/his current primary residence will not be eligible for a company-paid move.

26-B. AMEND

26-B. ALLOWABLE EXPENSES

Moving expenses for Paragraphs <u>26-A.1., 26-A.2., and 26-A.3</u>. above shall be in accordance with this Section and Company regulations, <u>the Flight Attendant Transfer</u> and Moving Guide. No revisions to the Guide shall be made without agreement with the Union. (Future Guide editions shall be dated for reference). In cases where Company Policy or other workgroup provision(s) are more favorable, the more favorable provision(s) will take precedent.

26-B.1. AMEND

26-B.1.

Free contingent air transportation Positive Space (PS5B or future equivalent) travel for the Flight Attendant, spouse or domestic partner, and dependents, for all purposes related to a paid move, unless otherwise stipulated in the Flight Attendant Transfer and Moving Guide. (may be substituted by any other form of transportation when air transportation is not available).

26-B.2. AMEND

26-B.2. SHIPPING OF PERSONAL EFFECTS AND HOUSEHOLD EFFECTS A Flight Attendant shall be allowed <u>reasonable</u> moving expenses connected with the shipping of personal effects and household effects <u>consistent with the Flight</u> <u>Attendant Transfer and Moving Guide</u> if accomplished within twelve (12) months of the effective date of the new assignment.

Notwithstanding Section 17.H.1., Flight Attendants transferred in accordance with Paragraphs 26-A.1. and 2. above shall be allowed to use the three (3) five (5) days allowed for settling at any time during this twelve (12) month period, except that such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.

26-B.3. AMEND AND CLARIFY

26-B.3. MOVING VEHICLES

<u>An en route</u> mileage allowance <u>of fifty-eight cents (\$.58) per mile or the amount</u> <u>allowed under company policy (whichever is greater), and/or transport</u> for up to two (2) cars <u>vehicles</u> shall be provided in accordance with Company Policy. <u>Any</u> <u>combination of driving or shipping two vehicles shall be allowed (Drive 1 - Ship 1,</u> <u>Ship 2, or Drive 2). Mileage will be based on the most direct route as calculated by</u> <u>AAA or similar service. Details for shipping vehicle(s) are provided in the Flight</u> <u>Attendant Transfer and Moving Guide.</u>

26-B.4. AMEND

26-B.4.

Storage of household effects for a period of up to 120 days at new location <u>as</u> provided for in the Flight Attendant Transfer and Moving Guide.

26-B.5. AMEND AND CLARIFY

26-B.5.

Reimbursement of reasonable en route expenses for the Flight Attendant, spouse or domestic partner, and dependents while transiting to the new base will include lodging, meals, and laundry. Hotel and laundry expenses must have a receipt. Meal allowance of \$50 per day per person (with receipts) or \$30 per day per person without receipts. The number of days allowed for driving to the new location will be the number of miles (based on most direct AAA or similar service mileage) divided by 400 (remainders over 100 will be rounded up to include an additional day for transit. Travel days must be taken as a block of consecutive days.

26-B.6. CLARIFY

26-B.6.

House-hunting expenses as provided for in the Flight Attendant Transfer and Moving Guide.

26-B.7. AMEND

26-B.7.

Temporary living expenses will be provided when the Flight Attendant arrives at the new location before the scheduled moving van. The company will reimburse reasonable expenses for hotel, meals and laundry until the movers deliver the household goods to the new primary residence as provided for in the Flight Attendant Transfer and Moving Guide.

26-B.8. NEW

26-B.8. MORTGAGE MAINTENANCE EXPENSE

If you buy a new house or begin to rent before your former house is sold, the Company will pay the interest portion of your first mortgage on your previous residence, as well as taxes, insurance, utilities and reasonable maintenance costs on your former house. This program shall be administered as provided for in the Flight Attendant Transfer and Moving Guide.

26-B.9. NEW

<u>26-B.9.</u>

Miscellaneous Expenses up to \$3,000.00 as outlined in the Flight Attendant Transfer and Moving Guide.

26-B.10. NEW 26-B.10. GUAM, HAWAI'I, INTERNATIONAL MOVES In addition to the expenses allowed in the preceding paragraphs and the Flight Attendant Transfer and Moving Guide, the following expenses shall be covered by the Company in a qualified move to, or from Guam, Hawaii, or any International location:

Pet Quarantine Fees

Any Immigration Documentation necessary for international relocation Commuter passes until the move is complete or 12 months whichever is sooner. Such passes shall be PS5B or future equivalent Allowance for an additional 2000lbs of fee waived space available COMAT on Company aircraft.

26-D. AMEND

26-D. INFORMATIONAL BOOKLET FLIGHT ATTENDANT TRANSFER AND MOVING GUIDE

Any Flight Attendant so affected shall be furnished a copy of the Company's "Transfer and Moving Expense Information" booklet for non-management employees transferring at Company request. The Flight Attendant Transfer and Moving Guide will be made available upon Flight Attendant request.

Flight Attendant Transfer and Moving Guide

MM/DD/YYYY Revision #

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A-Introduction

United (the "Company") is committed to helping you make a successful move to your new assignment. The Flight Attendant Transfer and Moving Guide (the "Guide") has been designed to give you a better understanding of the Company's relocation program, including expense reimbursement and relocation assistance. The Company will review your expenses to confirm that they are reasonable. Your cooperation in helping to control costs will be greatly appreciated.

This Guide is a summary of the major aspects of the Company's Flight Attendant relocation program. In case of conflict between this Guide and the Collective Bargaining Agreement ("CBA") between the Company and the Association of Flight Attendants - CWA (the "Union"), the CBA shall govern. No material revisions to this Guide will be made without the Union's agreement. We recommend that you read this Guide, Section 26 ("Moving Expenses"), Section 17 ("Filling of Vacancies"), and Section 18 (Reduction in Personnel) of the CBA carefully. Knowing the steps involved in arranging your Company-paid move will ensure a smooth transition to your new assignment.

B- Eligibility

The circumstances under which a Flight Attendant is entitled to a paid move and moving-related benefits are set forth in Sections 17, 18, 26 of the CBA.

If your spouse also works for United, is represented by AFA, and is being transferred at the same time as you to the same location, you will both be eligible for a relocation package. The Relocation Services Provider will facilitate the process of coordinating these two services. Be advised that, while the two policies can be used together, you are not permitted to receive cash for unused portions of the second policy or to double the daily cap on meals and hotel costs.

C- Initiating Your Move

C-1 Learn About Your New Location.

First complete the appropriate Company form(s) to initiate a Company-paid move. Forms may be found on the Flying Together website. Be sure you have received Company authorization for your move, and before incurring move-related expenses. Assistance with area counseling and home-finding services at your new location will be available once you have received authorization through the Company's designated Relocation Services Provider (the "RSP"). Many of the aspects of your move will be handled directly with the RSP. Should you have any disagreements or disputes with the RSP regarding covered expenses, please contact your Base Management Staff.

If you are interested in area counseling and home-finding services, contact the Employee Service Center for details. Services include:

• A personal consultant to assist you through the relocation process

• Information regarding housing availability and costs, commuting distance and alternatives, quality of schools and school districts (where available), state/local taxes, climate, recreational opportunities, any additional information you may request; and

• Appointments with qualified real estate agents in your new location

C-2 Set Up A House-Hunting Schedule.

House hunting must be completed on your own time and is not paid. Upon request, a Base Manager will issue one roundtrip, non-revenue positive space pass (PS5B or future equivalent) for you and your spouse or Company-recognized domestic partner to learn more about the area and to look for a new home.

All reasonable expenses, including lodging, meals (not to exceed \$50 per day per person) and transportation, will be reimbursed for a three-day, two-night househunting trip to your new location. You must submit expenses in the manner required by the Company, along with receipts for lodging, transportation and babysitting. If you expect to incur babysitting expenses, please consult the RSP before you make your babysitting arrangements.

Use of your own or a borrowed automobile will be reimbursed at a rate of fifty-eight (58) cents per mile or Company policy, whichever is greater. Alternatively, with prior approval you may rent a compact automobile for a maximum of three consecutive days. You must follow the Company's business travel policies when renting an automobile or reserving a hotel room. The RSP is available to advise you regarding the Company's travel policies and to help make alternate lodging arrangements.

C-3 Terminating Your Lease (for renters only). If you are currently renting your primary residence¹ the Company will pay the expenses associated with lease termination, provided you: • do not advise your landlord that the Company will assume your lease obligation

• get the best lease settlement you can and submit a copy of the lease agreement for reimbursement. Final lease termination arrangements should be in writing and, if possible, signed by the landlord or their authorized agent

¹ Your "primary residence" is the home or apartment owned or rented by you. If your primary residence is not the same as noted on your Employee Profile, the Company's Relocation Services Provider may request a copy of a lease, purchase contract, utility bills or other documents to verify continuous ownership and/or residency.

D- Reporting To Your New Base

D-1 Temporary Living Expenses

Temporary living expenses provide reimbursement for duplicate expenses incurred at your new Base that are necessary in order to work at your new location. They allow time to find an appropriate rental unit or close on the purchase of a new residence. Interim living expenses will be reimbursed only if your previous primary residence remains unsold or un-leased. For information on temporary living expenses, which include relocating your eligible dependents, see the section below titled "Waiting on Movers at New Residence."

Starting with the first effective bid month in your new base, the Company will reimburse reasonable temporary lodging, meals and laundry expenses for the first 90 consecutive days if you own a home at your former location, or for the first 30 consecutive days if you rent at your former location. You must follow the Company's business travel policies when requesting a hotel room.

In some cases, the RSP can arrange for direct-billing when booking a hotel so that you do not have to pay out of pocket. Contact the RSP to determine if this service is available in your new Base.

D-2 Reporting Expenses

Report your expenses weekly on a Company expense form. Receipts are required for lodging and laundry (NOTE: Dry cleaning is not a moving related reimbursable expense.)

Expenses will not be paid for the time you are flying a trip and receiving per diem. When submitting your expense form, you must attach a copy of your schedule covering the time period for which you are requesting reimbursement.

D-3 Cost of Living Daily Allowance

If you are unable to move into your new residence as scheduled, you may receive a cost of living daily allowance for up to 90 days. This is part of, not in addition to, the 90 days of reimbursable interim living expenses. You must make arrangements for this allowance through the RSP before incurring any expenses. Receipts and supporting documents for expenses are required. The cost of living daily allowance will be calculated based on the following formula:

<u>Cost of living at new location for one month (food, rent, and laundry)</u> <u>Less: Cost of living at former location for one month (food, housing, and utilities)</u> <u>Divide the difference by 30 days</u> <u>Equals: Cost of living daily allowance</u>

D-4 Waiting on Movers at New Residence

If you and your family arrive at your new location before the scheduled moving van, the Company will reimburse reasonable lodging, meal and laundry expenses until you can move into your new home. You must make arrangements through the RSP before incurring any expenses. Receipts and supporting documents for expenses are required.

D-5 Travel Time to Report to New Base

You should utilize regular days off to the best extent possible to minimize time away from work. If your trip requires more than two days, you will be paid for those days. Make sure to confirm your travel plans your new manager before you travel.

D-6 If Driving to New Base

United will reimburse you \$.58 per mile, or the current Company business policy rate, whichever is greater. You must take the most direct route. Contact your RSP Consultant if you have questions about determining the most direct route. If you and/or your family drive to your new location, United will reimburse mileage costs for up to two vehicles, providing no other vehicles are being shipped. Reasonable en-route expenses, such as meals (up to \$50 per day, per person) and lodging, will be reimbursed for one trip to your new job location. United will reimburse these expenses for each day that you drive an average of at least 400 miles (note: divide the total distance by 400 to determine the days allowed, any remainder will be rounded up).

E- Household Goods

E-1 Moving Your Household Goods

The Company will arrange for a professional moving Company to handle the shipment of your household goods. You will be provided with contact information for the selected moving Company. Work with the moving Company's representative to schedule your household goods survey, packing, loading, storage and delivery.

The Company will pay for the following services associated with moving normal household goods:

•Normal packing and necessary materials;

•Transportation of up to 36,000 lbs. of household goods to your new primary residence;

•One extra pick up at point of origin or one extra delivery at destination each within a fifty (50) mile radius;

•Normal appliance service, including wiring and plumbing modifications at the point of connection, required for disconnection and reconnection of your appliances;

Storage at your destination for up to 120 days, if necessary;

Warehouse handling;

One warehouse access to household goods in storage, if needed;

Delivery to your new residence;

•Normal unpacking and removal of packing materials;

TV antenna or small satellite dish (i.e., Direct TV or like service) removal and installation (This does not include removal and installation in fringe areas where a special mast-type antenna or other special installations are used.);
Disassembly and re-assembly of cable TV service if moved from former residence;

•Disassembly and re-assembly of children's swing sets (not set in concrete); and

•Disassembly and re-assembly of a pool table.

The Company will not pay for the following services:

•Exclusive use of the moving van or expedited service;

•Partial delivery of household goods from the warehouse;

•Housecleaning or maid service at either your former location or new primary residence;

•Removal or installation of wall-to-wall carpeting, draperies and/or rods, waterbeds (unless drained and prepared for shipment), electrical fixtures, water softeners or similar items; (See the Miscellaneous Allowances section of this Guide for further information on alteration and installation of draperies and carpeting)

•Expenses for additional wiring or plumbing, removal or movement of any existing utility service, and replacement or repair of existing utility systems or appliances;

•Packing or transportation of boats, trailers, camping and utility trailers, motorcycles (the Company will, however, pay to move a motorcycle in lieu of an automobile), jet skis, snowmobiles, lumber, bricks, cement, cordwood, airplanes or airplane parts, household pets (except as specified below), plants or any perishable items, or items which are not considered part of normal household goods or personal effects; •Hobby/woodworking equipment or machine tools that are oversized and/or that require special moving services;

•Packing or transportation of automobiles included with your household goods; •Waiting time, overtime, weekend or holiday service provided by the moving Company.

 Disassembly or re-assembly of children's playhouses, portable swimming pools, hot tubs, utility sheds, fencing or items of a similar nature; and
 Removal, replacement or repair of any portion of your fixed house.

E-2 Insurance of Your Household Goods

The Company will provide full replacement value insurance on your normal household goods. The amount of any insurance settlement is not to exceed \$7 per pound multiplied by your shipment weight. For example, the maximum insurance settlement for a shipment of 10,000 pounds cannot exceed \$70,000. Items of excess valuation such as artwork and antiques may require the purchase of additional valuation coverage at your expense. Jewelry is excluded from this insurance coverage. Please consult with the RSP should you have any questions regarding insurance coverage.

E-3 Moving Estimates/Schedules

The moving Company will make an appointment to come to your home and estimate the necessary packing materials and loading time for your move. Please advise the moving Company of any unusual items you plan to move, fragile items requiring careful handling and items which will remain at the location.

You should try to arrange packing/loading/unloading/unpacking days with the moving Company that best meet your schedule. The Company will not pay an additional cost for waiting time, overtime, weekend or holiday service. If it becomes necessary to change your move date, please advise the moving Company at least 48 hours in advance to make arrangements for alternate dates.

<u>The Company will pay for moving expenses to a maximum shipment weight of</u> <u>36,000 lbs. of household goods. If your shipment exceeds the weight limit, you will be</u> <u>responsible for the additional charges incurred from the excess weight.</u>

E-4 Packing and Loading

The moving Company assumes full responsibility for all articles they pack and will not be responsible for damage to items you pack, unless the damage is caused by their obvious negligence. Packing will be done professionally by the moving Company, using new materials.

Dangerous items such as flammable gases and liquids, or perishable items such as plants or food, should not be packed or shipped.

Do not ship important documents, jewelry, money or other irreplaceable items. Do not pack your uniform, employee identification badges, or passport.

You or your representative must be present when your household goods are loaded for shipment.

The moving van driver should take inventory of all items to be moved, accurately marking the contents of the boxes and noting the condition of your household goods. Sign and keep a copy of the inventory list. You will need the inventory list should you claim any damage or loss.

E-5 Shipping Your Automobile

Helpful Tips for Shipping Your Automobile(s):

•After you have completed the form(s) to initiate a move, and the move has been approved, an automobile transport Company will contact you to schedule a transport date.

•Remove all personal belongings from your automobile.

•At time of automobile pick-up, you must sign an Inspection Report and/or other form(s) as required by the automobile transport Company.

•Upon delivery, you should inspect the automobile. Record any damages, and sign the Delivery Receipt and/or other form(s) as required by the automobile transport Company.

•If your automobile pick-up or drop-off point is an air freight office, air freight personnel will not be responsible for the inspection of your vehicle.

•Your automobile(s) must be owned by you and in operable condition prior to transfer.

•Shipment of antique (classic) automobiles must have prior Company approval.

•Your automobile (except for antique/classic automobiles) will be insured for transit- related damage.

E-6 Delivery at Your New Residence

Upon delivery, the driver and moving crew will unload and unpack your household goods.

Helpful Tips for Safe Delivery of Household Goods:

•Check the goods delivered against the inventory list made by the moving van driver at the time of loading. It is your responsibility to account for all items listed, noting any damage or loss, and to verify that all items to be moved were loaded

•It is to your advantage to have the moving crew unpack your household goods, as it places responsibility for safe delivery of fragile articles with the moving Company. The Company will not pay for deferred unpacking. You should sign and date the moving Company's form for only the actual and total amount unpacked, as the Company will be charged accordingly. Do not sign a blank form •Packing materials that you do not want to keep should be removed by the moving crew. The Company will not pay for deferred removal of packing materials

•You and the moving van driver should check for any property damage that may have occurred to your primary residence after your household goods were unloaded from the moving van, and record any damage on the inventory list

•If you have your goods in storage, you should advise the moving Company at least two weeks in advance of the date that you want your stored goods delivered. This will help to ensure your desired delivery date is met

E-7 Reporting Damaged or Lost Household Goods

If there are any damaged or missing household items, follow these steps:

1. Inform the driver that the loss or damage did occur.

2. The moving van driver must note any damage or loss on the inventory list.
3. Keep a copy of the inventory list, noting the missing items or type of damage and the item number(s) affected. You and the driver should both sign and date the inventory list.

4. Request Proof of Loss and Damage forms immediately from the moving Company at your destination.

5. Complete the Proof of Loss and Damage forms and return them to the moving Company, indicating the item numbers of the missing or damaged articles and the extent of the damage. Do not send your copy of the inventory list.

E-8 Shipment of Personal Effects by Company Aircraft

You may request one shipment (up to 1,000 pounds) of personal effects as space available Company material (COMAT) on Company aircraft. Household effects being shipped COMAT or NRSA must be:

Properly and securely packed

Clearly labeled with your new Company address, and

•Delivered to the nearest Company air freight office

Your shipment is subject to the same packing, size, and weight restrictions as all other Company air freight. Valuable, perishable, or time-critical items should not be sent COMAT or NRSA. For safety reasons, dangerous goods may not be packed along with household items as part of the COMAT or NRSA authorization when moving. Restricted articles include, but are not limited to: acids, matches, lighter fluid, paints, flammable solids such as flares, flammable liquids such as paint and lacquer thinners, corrosive materials such as wet cell batteries, explosives such as fireworks or black powder, compressed gases, fire extinguishers, poisons and irritating or incapacitating sprays. Firearms can be sent COMAT or NRSA provided they are unloaded and declared. Call the air freight office if you have any questions.

Your COMAT or NRSA shipment is not automatically covered by Company insurance. Loss and/or damage claims will not be processed unless you purchased insurance at the air freight office prior to your shipment. The cost of purchasing insurance will be reimbursed if it is submitted as a miscellaneous expense.

E-9 Transporting Your Pets

Pets can be shipped via United's PetSafe[™] or similar service at employeediscounted rates. The costs of shipping will be reimbursed through the RSP. You may purchase a kennel (maximum of two) from the air freight office. The cost is reimbursable, provided the Company has not previously reimbursed you for the purchase of the kennel(s). Health certification and rabies tags, if required, should be documented before shipping your pets. Necessary health certification, rabies tags and any other costs incurred in transporting your pet(s) are not reimbursable.

During certain periods of the year, and at certain locations, The Company may embargo the shipment of pets on Company aircraft. In these situations, you should work with the RSP to arrange alternate transportation of your pets. If suitable arrangements cannot be made, it will be your responsibility to secure transportation of your pets. In some cases, driving en route to your new location may be the only way to ensure the safe and timely transportation of your pets.

For additional information regarding the shipment of pets please contact a Company Cargo representative.

E-10 Moving Mobile Homes

In lieu of shipping your household good the Company may agree to move a mobile home if it is your primary residence. Prior approval is required.

Arrangements must be made through the RSP. You must provide details indicating the make, model, year and size (length, width, height) of your mobile home.

You are responsible for making sure that your mobile home is in road-worthy condition. If modifications to your mobile home are needed to facilitate its transportation or to comply with state or local laws, the Company will not be responsible for the cost. You are also liable for any necessary en route repairs to your mobile home.

E-11 Storage

If needed, the Company will pay for a maximum of 120 days of storage of your household goods at your new location. Storage at the point of origin is not normally reimbursed and requests for exceptions must be approved prior to incurring the

expense. Upon the completion of 120 days of Company-paid storage, your goods may be kept in storage, but the related costs for storage, moving items out of storage, and insurance will be yours. Your household goods must be removed from storage prior to the expiration of the Company-paid move entitlement period. If you do not take delivery of your household goods from storage to a new primary residence prior to the expiration of the Company-paid move entitlement period, you must reimburse the Company for all costs incurred in connection with moving your property except any house-hunting expenses. It is suggested that you not use your one Company-paid trip to access goods in storage unless it is absolutely necessary.

E-12 Completion of Company-Paid Move

A Company-paid move is "complete" once household goods, automobile(s) and personal effects are delivered to a new primary residence. Unless otherwise previously approved, the Company will not reimburse moving expenses incurred more than 24 months after your date of activation at the new Base.

E-13 Paid-Move Miscellaneous Allowance

Reasonable miscellaneous expenses required by your move that are not specifically covered elsewhere in this policy or the CBA may still be reimbursed by the Company. Your total miscellaneous allowance is capped at a maximum of \$3,000, and is not intended to provide full reimbursement for every expense you may incur.

If you are considering an item for miscellaneous reimbursement, you must obtain prior approval from Base Management. Some miscellaneous expenses may require additional verification such as previous bills, receipts or a seller's listing agreement to show comparable charges. It is obviously impossible to list all potential miscellaneous items, but the following represents typical reimbursable miscellaneous expenses:

Cost to initiate comparable utility service at your new primary residence (e.g., new service fees, hook-up fees)
Unexpired portion of current automobile registration fees
Driver's license fees (including dependents)
Single payment of non-recurring sales, use, excise or title taxes on automobile(s) brought into a state imposing such taxes (normal registration or title fees in your new state are not reimbursable)
Babysitting during house hunting with prior consultation of the RSP.
Alteration and/or installation of drapes and carpeting if used in the former primary residence (carpet cleaning and maid service will not be reimbursed)
Retuning of a piano
Installation of a garage door opener if removed from former primary residence
Installation of a garage prepayment penalty (security and damage deposits for rented property will not be reimbursed)

F- SETTLING IN

F-1 MORTGAGE MAINTENANCE EXPENSE

If you buy a new house or begin to rent before your former house is sold, the Company will pay the interest portion of your first mortgage on your previous residence, as well as taxes, insurance, utilities and reasonable maintenance costs on your former house. This applies only after you have been activated at your new Base assignment and only if you have duplicate payments (i.e., for both your former and new residences). The principal portion of your mortgage payment is not included as part of the mortgage maintenance reimbursement.

Mortgage maintenance reimbursement is offered for a maximum of 90 days from the date your household goods are delivered to your new primary residence. You must report these expenses once each month in the manner required by the Company.

Mortgage maintenance expense will not be paid until your household goods are delivered and your family has moved into your new primary residence. Please consult with your Chief Flight Attendant's Office or the Employee Service Center if you have any questions about eligibility or types of expenses covered by mortgage maintenance.

F-2 Reporting Mortgage Maintenance Expenses

For tax reporting purposes, you must list each type of mortgage maintenance expense in the manner required by the Company. Provide receipts or necessary documentation, for example:

<u>•Real estate listing agreement;</u>
<u>•Copy of rental or new purchase agreement;</u>
<u>•Receipts for electric, water, gas or oil;</u>
<u>•Receipts for maintenance (e.g., snow removal, lawn mowing); or</u>
<u>•Documents with breakdowns of mortgage interest, taxes and insurance.</u>

Include the following information:

Reason and justification for the expense,
Description of efforts to sell your home, and
The period covered by the expenses.

If you close on the sale of your former house during the period for which you have already been reimbursed, you must return the prorated share of expenses which were not incurred.

F-3 Non-Reimbursable Expenses

Any expenses you may incur that are not specifically covered in this Guide or in the CBA (except miscellaneous expenses as described above) are non-reimbursable, unless they have been pre-approved by your Base Director/designee.

F-4 Income Tax

Reimbursement for many moving expenses is considered taxable income. The Company is required to report these expenses to the IRS as income to you. Some reimbursements are deductible or excluded from your income. For payments that are not deductible or excluded, the Company will "gross up" your income (i.e., pay the federal tax obligation for you). "Gross- up" calculations are calculated using only your United income. They do not reflect income from outside sources. Your "gross-up" payment is meant to offset the additional federal tax liability impact for move-related reimbursements, but does not necessarily preclude any personal federal tax liability resulting from your Company-paid moving expenses. The Company does not grossup your income for state income tax obligations. THIS PAGE INTENTIONALLY BLANK

SECTION 27

MISSING, INTERNED, HOSTAGE OR PRISONER OF WAR

27-B.2. AMEND

27-B.2.

Compensation and accrual of vacation and sick leave shall continue during Covered Periods until the Flight Attendant is released or death is legally established. All vacation accrued during Covered Periods shall be made available to the Flight Attendant upon her/his return or paid to her/his beneficiary(ies) when death is legally established. Additionally, when a Flight Attendant's death is legally established, all remaining sick leave bank hours will be paid to beneficiary(ies) at Flight Attendant's base pay rate at time of legally established death.

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SECTION 28

COMMUTER PROGRAM

28-B.4.b. AMEND AND CLARIFY

28-B.4.b.

A Flight Attendant commuting by air, must exercise good judgment and exert every reasonable effort to report for work, including having the legitimate reasonable potential to commute when commuting on one of at least two (2) flights listed through the Company's employee reservations systems, so long as such seats are controlled by the Company the options listed below. (i.e., twenty-four [24] hours prior to the first flight's departure time both flights must be under authorization as displayed on the Company's employee reservations systems, including accounting for non-revenue space available travelers that are listed and have either a higher boarding priority or greater seniority than the Flight Attendant), that are In all cases the flight(s) must be scheduled to arrive at her/his Domicile or the point of her/his duty assignment at least one hour (1:00) prior to her/his report time for such assignment.

28-B.4.b.(1). AMEND AND CLARIFY

28-B.4.b.(1).

A Flight Attendant commuting on an airline whose seats are controlled by the Company, must have a legitimate reasonable potential to commute on at least one (1) flight listed through the Company's reservations systems, including accounting for non-revenue space available travelers that are listed and have either a higher boarding priority or greater seniority than the Flight Attendant. Within the twenty-four (24) hours prior to the flight departure time the flight must have available capacity as displayed on the Company's reservations system.

28-B.4.b.(2). NEW

28-B.4.b.(2).

A Flight Attendant commuting on an airline whose seats are not controlled by the Company, must have a legitimate reasonable potential to commute on at least two (2) flights available through that company's reservations system/interline booking system. Within the preceding twenty-four (24) hours prior to the first flight's departure time the flights must have available capacity as displayed on that company's reservations system/interline booking system.

28-B.4.b.(3). NEW

28-B.4.b.(3).

Flight Attendants choosing to commute with a paid ticket on any commercial carrier will qualify as long as the flight is scheduled to arrive at her/his Domicile or the point of her/his duty assignment at least one hour (1:00) prior to her/his report time for such assignment.

28-B.4.c. AMEND

28-B.4.c.

Upon actual assignment, a <u>A listed jumpseat(s)</u> (Mainline and United Express) is considered an available seat for commuting purposes.

28-E. AMEND

28-E.

When an unforeseen event takes place (e.g., no available seat, weight restriction, delay or cancellation due to unforeseen significant weather at the intended airport of departure or arrival, ATC or aircraft maintenance), affecting the Flight Attendant's first commuting flight, she/he must immediately contact Crew Scheduling. A Flight Attendant commuting by air will notify Crew Scheduling that she/he will be utilizing the back-up flight, when applicable, immediately upon discovering that she/he is unable to commute using the primary flight, regardless of the reason for such inability. She/he shall also recontact Crew Scheduling immediately upon discovering that she/he will be unable to commute on her/his back-up flight, when applicable. In the case where a Flight Attendant is physically onboard her/his first or back-up flight and the flight diverts in route, the Flight Attendant shall call Crew Scheduling as soon as she/he can make a telephone call. Upon notification to Crew Scheduling, the Flight Attendant shall continue on to her/his Base if possible, unless released by Crew Scheduling/Coordination. Upon arrival at her/his Base, the Flight Attendant shall promptly contact Crew Scheduling/Coordination to advise them that she/he is there. She/he will be subject to assignment, as follows:

28-E.3.a. AMEND

28-E.3.a.

For domestic pairings, t The substitute pairing may not be scheduled to end later than noon on the calendar day following the day on which the final day the original pairing was scheduled to end. The Flight Attendant may advise the Company that she/he does not want to be assigned to a pairing scheduled to terminate the day after the original pairing was scheduled to terminate. In such cases, the Flight Attendant will not be entitled to a hotel room under Paragraph 28-E.5., and she/he will still be subject to assignment under Paragraphs 28-E.1., 28-E.2. and 28-E.4.

28-E.3.b. DELETE

28-E.3.b.

For international pairings, the substitute pairing may not be scheduled to end later than the calendar day following the day on which the original pairing was scheduled to end.

28-E.3.c. DELETE

28-E.3.c.

A Flight Attendant whose assigned substitute pairing is scheduled to end on the calendar day following the day on which the original pairing was scheduled to end will not be entitled to have that day off restored.

28-E.5. AMEND

28-E.5.

Except as provided in Paragraph 3.a., I If requested by the Flight Attendant, the Company will provide a hotel room for a Lineholder Flight Attendant who commutes by air and who is in compliance with this Section if the Lineholder receives no immediate assignment or receives an assignment with a report time more than five (5) hours after the Flight Attendant arrives at her/his Base. The Company shall not be obligated to provide more than the number of nights in a hotel than would otherwise have been provided on the Flight Attendant's original pairing.

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SECTION 29

BENEFITS

29-A.1. CLARIFY

29-A.1.

<u>Insurance Benefits and Plans to Be Provided.</u> Paragraphs 29-A. through 29-H. of this Section 29 provide for medical, dental, vision, flexible spending account, retiree medical, life & accident, and long term disability benefits for Flight Attendants, effective January 1, 2017. Except for any effective dates otherwise set forth herein, insurance benefits shall remain unchanged for the remainder of 2016.</u> The benefits described herein shall not be amended, modified, altered or terminated without the prior written agreement of the Union, except as required by law or as otherwise permitted herein.

29-A.3. CLARIFY

29-A.3.

<u>Coverage Elections.</u> At each Annual Enrollment <u>(and any Special Enrollment)</u>, each Flight Attendant may elect any of the insurance options that require elections provided under this Section 29 for such Flight Attendant and any eligible Dependents.

29-B.1. CLARIFY 29-B.1. <u>Required Medical Plans.</u> Effective January 1, 2017:

29-B.1.b. AMEND AND CLARIFY

29-B.1.b.

International Flight Attendants who reside outside the United States (Except Guambased). Flight Attendants who reside based outside the fifty (50) states and Puerto Rico whose home address of record in the Company's system is not in the fifty (50) states or Puerto Rico (other than Guam-based Flight Attendants described below) will be eligible for the Traditional Medical PPO and the Core Medical PPO, each of which shall be administered by an administrator specializing in international medical claim administration (e.g., currently Aetna International) in accordance with its standard administrative practices. Flight Attendants based in Guam will also be eligible for the applicable Guam-based Select Regional Medical Plans as described in Paragraph 29-B.5. below.

29-B.1.c. AMEND AND CLARIFY

29-B.1.c.

<u>Guam-based Flight Attendants.</u> Flight Attendants based in Guam whose home address of record in the Company's system is outside the fifty (50) states and Puerto Rico will be eligible for the Traditional Medical PPO and the Core Medical PPO, each of which shall be administered by an administrator specializing in international medical claim administration (e.g., currently Aetna International) in accordance with its standard administrative practices, and will be eligible for the applicable Guambased Select Regional Medical Plans as described in Paragraph 29-B.5. below.

29-B.2. AMEND

29-B.2.

<u>Optional Medical Plans.</u> In addition to the required medical plans under Paragraph 29-B.1. above, each eligible Flight Attendant shall be offered the opportunity to participate in any additional medical plan options offered by the Company ("Optional Medical Plans"), subject to residency requirements of the plans any Base and home address of record requirements in the Company's systems. The Company shall have the sole authority to establish, modify and discontinue any such Optional Medical Plan(s) and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents and plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group.

29-B.4. AMEND

29-B.4.

Required Monthly Contributions. Flight Attendants electing medical coverage under this Paragraph 29-B. will be required to make "Required Monthly Contributions" as provided in this Paragraph 29-B.4. Total projected cost for purposes of premium rate setting for the plans set forth in Paragraphs 29-B.1. and 29-B.2. above shall be determined using the Rate Setting Methodology Letter of Agreement attached to this Agreement. The Company shall provide the Union access to actuarial data and calculations used in rate setting for the following year in a manner consistent with the timelines set forth in Paragraph III.A. of the Medical and Dental Plan Rate Setting Letter of Agreement. Required Monthly Contributions shall be made by payroll deduction, except in the case of Flight Attendants on unpaid leave, disability, or other status during which they are not receiving pay but are eligible for benefits as set forth herein, in which case Required Monthly Contributions shall be directly billed to, and paid by, the Flight Attendant. Flight Attendants on a Leave of Absence may make required monthly contributions via credit card, debit card, check or an electronic funds transfer. The Company shall post required monthly contributions due on the company's online benefit portal (currently XXX).

29-B.4.a. AMEND

29-B.4.a.

<u>TBD 80%/20% Limit.</u> The Required Monthly Contributions for the Core Medical Options, the Traditional Medical PPO, and Select Regional Medical Plans shall not exceed TBD 20% of the total projected cost for the Coverage Tier elected, except that this percentage will vary for the individual Flight Attendant after taking into account credits and surcharges described in Paragraph 29-B.4.f. below.

29-B.4.c. CLARIFY 29-B.4.c. Aggregate Contribution Limit and Transitional HMO Cost Share.

29-B.4.c.(1). AMEND AND CLARIFY

29-B.4.c.(1).

Flight Attendant contributions for all medical plans offered by the Company under this Subsection B (excluding the Core Medical HDHP) shall not in the aggregate exceed *TBD* 20% of total projected costs. Compliance with the Aggregate Contribution Limit shall be determined after any required normalization of contributions to recognize the effect of any wellness credits and spousal surcharges. For the 2017 plan year, the cost share for the plans offered to Flight Attendants will be set in accordance with the provisions of this Section 29-B.4. without regard to the contractual limit on maximum year-over-year increases described in Paragraph 29-B.4.d. below ("One-Time Cost Share Reset").

29-B.4.c.(2). CLARIFY

29-B.4.c.(2).

Transitional HMO Cost Share: For any HMO that was offered to subsidiary-United Flight Attendants in 2016 (including any HMO that is a Select Regional Medical Plan under this Agreement), the cost share for all Flight Attendants under this Agreement shall be as follows:

29-B.4.c.(2).(a). CLARIFY

29-B.4.c.(2).(a).

For the 2017 plan year, a 90% Company / 10% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 10%, in which case the cost share shall be the same as the 2016 cost share).

29-B.4.c.(2).(b). CLARIFY 29-B.4.c.(2).(b).

For the 2018 plan year, an 87.5% Company / 12.5% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 12.5%, in which case the cost share shall be the same as the 2016 cost share).

29-B.4.c.(2).(c). CLARIFY 29-B.4.c.(2).(c).

For the 2019 plan year, an 85% Company / 15% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 15%, in which case the cost share shall be the same as the 2016 cost share.

Any HMO described in this Paragraph (2). will continue to be offered through the 2019 plan year (unless not available, in which case a comparable replacement HMO will be offered). For the 2020 plan year and later, this Paragraph (2). shall no longer apply and any HMO that is not a Select Regional Medical Plan shall be considered an Optional Medical Plan under this Agreement.

29-B.4.d. AMEND

29-B.4.d.

<u>Annual Medical Cost Increases.</u> Following the 2017 calendar year, a <u>Any</u> increase in the composite Required Monthly Contribution for the Core Medical Options, Traditional Medical PPO, <u>Optional Medical Plans</u> and Select Regional Medical Plans from one calendar year to the next will not exceed <u>five percent (5%)</u>9.25% of the prior year's contribution. This percentage will vary for the individual Flight Attendant after taking into account credits and surcharges. The foregoing shall not apply for the 2018, 2019, and 2020 plan years for any HMO subject to Paragraph c.(2). Above.

29-B.5. AMEND

29-B.5.

<u>Select Regional Medical Plans.</u> Any plan offered under this Paragraph B.5. shall be referred to herein as a "Select Regional Medical Plan." Unless replaced or discontinued in accordance with this Paragraph B.5., the Company will continue to offer to eligible Flight Attendants the following existing plans: all Kaiser HMOs, <u>Aetna Select HMOs</u>, NetCare Guam HMO, NetCare Guam Health Plan Plus, HMO Illinois, HMO Colorado, HMSA Hawaii and Group Health Washington. In the event the Company desires to replace or discontinue offering any of the foregoing plans for the following year, it shall so notify the Union no later than the second quarterly meeting of the current year, or as soon as possible thereafter if the necessary information is not yet available to the Company at the time of the second quarterly meeting, and shall meet with the Union to discuss the possible replacement or discontinuance of such plan, provided that:

29-B.7. NEW

<u>29-.B.7.</u>

<u>Covered medical expenses, for all medical plans, shall include mental health, surgery</u> to treat heart valve disease, refractive eye surgery, fertility treatment and Traditional <u>Chinese Medicine.</u>

29-C.1. CLARIFY

29-C.1.

<u>Required Dental Plan.</u> Effective January 1, 2017, t The Company shall offer, and each Flight Attendant shall be eligible to participate in, the Core Dental Plan. The plan document for the Core Dental Plan shall be replicated from the current Traditional Dental PPO plan document, shall be agreed to by the Company and Union, and shall not be amended without the written consent of the Union.

29-C.2. AMEND

29-C.2.

<u>Optional Dental Plans.</u> In addition to the Core Dental Plan, each Flight Attendant may participate in any additional dental plan options offered by the Company, subject to <u>residency requirements of the plans.</u> any Base and home address of record requirements in the Company's system. The Company shall have the sole authority to establish, modify and discontinue such programs and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents and plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group.

29-C.4.a. AMEND

29-C.4.a.

<u>Core Option *TBD* 80%/20% Limit.</u> Effective for the 2017 plan year and thereafter, Required Monthly Contributions for the Core Dental Plan shall not exceed *TBD* 20% of the total projected cost for the Coverage Tier elected. For the 2017 plan year, the 20% Flight Attendant contribution will be based on total projected cost without regard to the contractual limit on maximum year-over-year increases described in Paragraph 29-C.4.c. below.

29-C.4.c. AMEND

29-C.4.c.

<u>Annual Dental Cost Increases.</u> Following the 2017 calendar year, a<u>A</u>ny increase in the Required Monthly Contribution for the Core Dental Plan, from one calendar year to the next, will not exceed <u>five percent (5%)</u> 9.25% of the prior year's contribution.

29-C.5. AMEND

29-C.5.

<u>Survivors.</u> A Flight Attendant's Dependents enrolled in any dental option on the date of the Flight Attendant's death shall be "Survivors" entitled to continue coverage <u>on</u> the same basis as provided for in 29-B.6., above. for three (3) months (exclusive of COBRA) in accordance with the terms of the applicable plan document.

29-D. AMEND

29-D. ACTIVE FLIGHT ATTENDANT VISION BENEFITS

Effective January 1, 2017, e Each Flight Attendant may participate in any vision plan options offered by the Company, subject to <u>residency requirements of the plans</u> Base and home address of record requirements in the Company's system. The Company shall have the sole authority to establish such programs and their terms and conditions of participation, including, but not limited to, eligibility, plan design, applicable plan documents, plan rules, and contribution rates.

29-E. CLARIFY

29-E. ACTIVE FLIGHT ATTENDANT FLEXIBLE SPENDING ACCOUNT PLANS Effective January 1, 2017, e Each eligible Flight Attendant shall be permitted to participate in the Company's flexible spending account plans for health expenses and dependent care expenses by making an election to contribute a portion of his or her pay. The maximum election for health expenses shall be the lesser of the statutory limit (e.g., currently X = 2,500 for 2016 - XX) or 10,000. Reimbursement shall be available for expenses incurred during the plan year and following the plan year through the date currently permitted by law, or later if legally permissible and administratively feasible. Any unused account balances remaining at the close of the plan year will be returned to participating Flight Attendants in an IRS approved manner as selected by the Union prior to the next election period. The maximum election for reimbursement for dependent care expenses shall be the maximum statutorily permissible election.

29-F.2. DELETE

29-F.2.

<u>Sunset.</u> Any Flight Attendant who retires after the end of the fifteen (15) year period commencing on the Effective Date of this Agreement shall not be eligible for retiree medical benefits under the provisions of Paragraphs 29-F.3. or 29-F.4. below, of this Agreement, but shall instead be eligible for retiree medical benefits under Paragraph 29-F.5. below, subject to the terms of such provision.

29-F.3. AMEND

29-F.3.

Subsidiary-United Flight Attendants Employed by United Air Lines, Inc. Subject to Paragraph F.2. above, any Flight Attendant who was employed by United Air Lines, Inc. and was covered by the subsidiary-United collective bargaining agreement immediately prior to the Effective Date of this Agreement will be eligible for retiree medical benefits in accordance with the terms of this provision. Eligibility for all other Flight Attendants is described in Paragraph 29-F.4. below.

Retiree Medical. Each Flight Attendant who retires on or after the Effective Date of this Agreement while enrolled in active medical coverage will be eligible to participate in the regular retiree medical program providing for participation in any applicable medical plan available to active Flight Attendants.

29-F.3.a. AMEND AND CLARIFY

29-F.3.a.

Eligibility: A Flight Attendant (and <u>their her/his</u> eligible dependents and survivors) who was covered by the subsidiary-United collective bargaining agreement immediately prior to the Effective Date of this Agreement will be eligible for retiree medical benefits if the Flight Attendant, at retirement, meets one of the following:

29-F.3.a.(1). AMEND 29-F.3.a.(1). Either:

29-F.3.a.(1).(a). AMEND 29-F.3.a.(1).(a). Age fifty-five (55) or older with ten (10) or more years of service, or

29-F.3.a.(1).(b). AMEND AND CLARIFY 29-F.3.a.(1).(b). On May 1, 2003 was age fifty (50) or older with ten (10) or more years of service, Age fifty (50) or older with twenty (20) or more years of service, and

29-F.3.a.(2).(e). CLARIFY

29-F.3.a.(2).(e).

For these purposes a Flight Attendant's "years of service" is equal to the period from the Flight Attendant's Company seniority date through the Flight Attendant's retirement/termination date. A Flight Attendant shall be eligible to enroll eligible dependents during an Annual Enrollment Period or within forty-five (45) days following a qualifying status change.

29-F.3.d. AMEND

29-F.3.d.

<u>Retiree Medical "Regular" Contributions.</u> The required contribution for each month of coverage under the Traditional Medical PPO is equal to a percentage of the total projected costs of the Traditional Medical PPO, based on the Flight Attendant's years of service as follows:

Years of	Percentage of
Service	Cost
10 through 19	<u>60</u> 80%
20 through 24	<u>40</u> 60%
25 and over	<u>20</u> 40%

The required contribution for each month of coverage under the Traditional Medical PPO is equal to the applicable percentage of the total projected cost of the Traditional Medical PPO for such calendar year, for the coverage elected. There is no limit on the increases to the monthly contribution, although co-payments for the mail order drugs are limited as provided for active Flight Attendants.

29-F.3.f. AMEND

29-F.3.f.

Post Medicare Retiree Medical Benefits. <u>A Flight Attendant may choose Medicare</u> when eligible, or may choose to be covered under the Retiree Medical Program in accordance with Section 29.F. When a A Flight Attendant may chooses Medicare when first eligible, and during any subsequent Annual Enrollment Period, a retired Flight Attendant or survivor may elect from among one or more supplemental plans to Medicare offered by the Company. Coverage will not be offered again once coverage has been waived unless the Flight Attendant can show proof of Creditable Coverage or has ceased due to nonpayment of the required monthly contributions.

29-F.4. DELETE

29-F.4.

<u>Subsidiary-Continental, Subsidiary-CMI, and New Hire Flight Attendants.</u> Subject to Paragraph 29-F.2. above, any Flight Attendant who: was employed by Continental Airlines, Inc. or Continental Micronesia, Inc. and was covered by the subsidiary-Continental or subsidiary-CMI collective bargaining agreement immediately prior to the Effective Date of this Agreement; is newly hired on or after the Effective Date of this Agreement; or is an individual employed by the Company who becomes a Flight Attendant through an employment transfer on or after the Effective Date of this Agreement; will be eligible for retiree medical benefits in accordance with the terms of this provision.

29-F.4.a. DELETE

29-F.4.a. <u>Retiree Bridge Medical.</u> Each Flight Attendant who retires on or after the Effective Date of this Agreement while enrolled in active medical coverage will be eligible to participate in the retiree bridge medical program providing for participation in any applicable medical plan available to active Flight Attendants, subject to the following rules:

29-F.4.a.(1). DELETE 29-F.4.a.(1). At the time of retirement, the Flight Attendant must be at least age sixty (60) and less than age sixty-five (65).

29-F.4.a.(2).

29-F.4.a.(2). AMEND

At the time of retirement, the retired Flight Attendant's sick leave bank will enable the retiree to participate in the contributory funding aspect of the plan by using fourteen (14) hours of sick leave for each month of participation. Payment of the fourteen (14) hours of sick leave will be accepted as the retiree's complete payment obligation for each such month of participation in lieu of the contributions provided for in 29-F.3.d., above.

29-F.4.a.(3). AMEND

29-F.4.a.(3).

If a retiree has insufficient sick leave remaining in <u>their</u> his or her bank to purchase continued participation in the plan for any period of time for which he or she is eligible and desires such coverage, the retiree will make the required contribution for each month of coverage as provided for in 29-F.3.d., above may obtain coverage at the unsubsidized rate under the "Regular Retiree Medical" in Paragraph 29-F.5. below.

29-F.4.a.(4). DELETE 29-F.4.a.(4). Coverage for the retiree terminates at age sixty-five (65).

29-F.4.a.(5). DELETE

29-F.4.a.(5).

Spouse coverage will only be available if the Flight Attendant has an enrolled spouse on the date of retirement (spouses cannot later be added). Coverage will be available for any other Dependents enrolled on the date of retirement or who are thereafter born or adopted and timely enrolled. Coverage for any spouse or other Dependent terminates upon the earliest of the expiration of five (5) years of coverage (measured from the date the retiree's retiree bridge medical coverage commenced), the spouse or Dependent reaches age sixty-five (65), or the retiree dies (except that upon the retiree's death, the spouse and/or other Dependents may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage).

29-F.5. DELETE

29-F.5.

<u>Regular Retiree Medical.</u> Each Flight Attendant who retires on or after the Effective Date of this Agreement while enrolled in active medical coverage who is not eligible for retiree medical benefits under Paragraphs 29-F.3. and 29-F.4. above (or ceases to be eligible thereunder) will be eligible to participate in the regular retiree medical program providing for participation in any applicable medical plan available to active Flight Attendants at the full cost of coverage (i.e., no Company subsidy), subject to the following rules:

29-F.5.a. DELETE

29-F.5.a.

At the time of retirement, the Flight Attendant must be at least age sixty (60); age fifty-five (55) with at least ten (10) years of Company service; or age fifty (50) with at least twenty (20) years of Company service; and the Flight Attendant must be less than age sixty-five (65).

29-F.5.b. DELETE

29-F.5.b.

Coverage for the retiree terminates at age sixty-five (65).

29-F.5.c. DELETE

29-F.5.c.

Spouse coverage will only be available if the Flight Attendant has an enrolled spouse on the date of retirement (spouses cannot later be added). Coverage will be available for any other Dependents enrolled on the date of retirement or who are thereafter born or adopted and timely enrolled. Coverage for any spouse or other Dependent terminates upon the earliest of the spouse or Dependent reaches age sixty-five (65) or the retiree dies (except that upon the retiree's death, the spouse and Dependents will be eligible for COBRA coverage).

29-G. CLARIFY

29-G. LIFE AND ACCIDENT INSURANCE

Life & accident insurance in effect on the Effective Date of this Agreement shall remain in effect through the end of 2016, except as otherwise set forth below. Effective as of January 1, 2017:

29-G.1.a. AMEND

29-G.1.a.

Company-provided life insurance <u>will be the greater of</u> \$40,000 <u>or their annual base</u> pay, calculated as lineholder guarantee (75 hours) x Base Pay Rate x twelve (12) <u>months</u> for all Flight Attendants covered by the Agreement.

29-G.1.c. CLARIFY

29-G.1.c.

Group Universal Life (GUL). The Company shall continue to offer the voluntary GUL benefit to eligible Flight Attendants. A Flight Attendant's monthly salary is the Flight Attendant's base pay rate for the previous twelve (12) months which will be defined as eighty-five (85) hours multiplied by the Flight Attendant's hourly rate.

29-G.1.c.(1). CLARIFY

<u>29-G.1.c.(1).</u>

When a Flight Attendant takes a leave of absence, Voluntary Furlough or is involuntarily furloughed and declines to continue GUL coverage while on leave or furlough, upon return to work, will trigger the "auto-enroll" process.

29-G.1.c.(2). CLARIFY

<u>29-G.1.c.(2).</u>

Each Flight Attendant will be auto-enrolled in coverage equal to four times (4x) their her/his annual salary, spousal coverage (if married), and coverage for dependent children in the same way as a new hire Flight Attendant.

29-H.2. AMEND

29-H.2.

<u>Enrollment.</u> Upon becoming eligible, Flight Attendants will have the ability to enroll in a Long Term Disability (LTD) coverage option. If no election is submitted, the Flight Attendant will be automatically enrolled in LTD coverage option with a one hundred eight (180) day waiting period and 60% benefit amount, and will be subject to applicable payroll deductions. Flight Attendants will have the ability to opt out of coverage. A Flight Attendant who opts out of coverage will require evidence of insurability prior to being allowed to enroll in LTD coverage.

29-H.2.a. NEW

<u>29-H.2.a.</u>

Upon ratification of this Agreement, all Flight Attendants will have the ability to opt into LTD coverage. A Flight Attendant who opts into coverage will not be required to demonstrate evidence of insurability prior to being allowed to enroll in LTD coverage.

29-H.5. AMEND

29-H.5.

Benefit Waiting Period (other than drug, alcohol, substance abuse). The Flight Attendant may elect from the following Benefit Waiting Periods:

- a. 120 days (60% Benefit)
- b. 180 days (50% or 60% benefit)
- c. 270 days (50% benefit)

Benefits (other than drug, alcohol, substance abuse) begin on the 121/181/271st day of total disability provided employee is under a doctor's care.

29-H.8. CLARIFY 29-H.8. Coverage Duration. Coverage ends when the 1st of <u>the following events occur</u>:

29-H.13. NEW <u>29-H.13.</u> <u>Drug, Alcohol, Substance Abuse Treatment Benefit</u>

In the case of a Flight Attendant who participates in the Company's EAP treatment program for drug, alcohol or substance abuse, the Flight Attendant shall be eligible for a lifetime drug, alcohol and substance abuse benefit of twelve (12) months of disability benefits (determined in accordance with the LTD Plan but administered by the Company's EAP) while in active treatment and recovery. If the Flight Attendant is a participant in the LTD Plan, the benefit shall be paid under the LTD Plan and shall not limit benefits payable for other disabilities under the LTD Plan. If the Flight Attendant is not a participant in the LTD Plan, the benefit shall be paid by the Company and grossed up for taxes. All Flight Attendants receiving such benefit shall be eligible to receive other benefits as defined in Section 29. The drug, alcohol and substance abuse benefit shall not be subject to any waiting period.

29-I.1. CLARIFY

29-I.1.

401(k) Benefits. Except as set forth in Paragraph I.3. below, each Flight Attendant shall be eligible to participate in a Company-sponsored 401(k) retirement savings plan pursuant to the terms of such plan, provided that each such Flight Attendant shall be eligible for employer contributions as described below, any such plan shall conform to the requirements of this Paragraph I., and any such plan shall be amended accordingly. The benefits described herein shall not be amended, modified, altered or terminated without the prior written agreement of the Union, except as required by law or as otherwise permitted herein. Flight Attendants with Guam-sourced income may be required to participate in a separate Guam-based plan along with employees from other

workgroups, although they will be eligible for the employer contributions described below. The Company shall transition any other Flight Attendants under this Agreement who are participants in the United Airlines 401(k) Savings Plan immediately prior to the Effective Date to the United Airlines Flight Attendant 401(k) Plan, by plan merger or otherwise, provided the Company continues to provide each such Flight Attendant with the employer contributions described in Paragraph I.1.b. below.

29-I.1.a.(1). AMEND

29-I.1.a.(1).

<u>Direct Contributions.</u> Direct contributions equal to *TBD* 5% of the Flight Attendant's eligible earnings, made without regard to whether the Flight Attendant contributes to the plan.

29-I.1.a.(2). AMEND

29-I.1.a.(2).

<u>Matching Contributions.</u> Matching contributions equal to 100% of the Flight Attendant's pre-tax contributions for the plan year up to *TBD* 3% of eligible earnings (i.e., maximum match of *TBD* 3%), which will be trued-up on no less than an annual basis; and

29-I.1.a.(3). DELETE

29-I.1.a.(3).

<u>Vesting.</u> The foregoing matching contributions and direct contributions shall be fully vested if the Flight Attendant was employed by the Company in any capacity on January 1, 2006, <u>and any date thereafter.</u> and otherwise shall vest according to the following vesting schedule, taking into account all Company service:

29-I.1.a.(3).(a). DELETE 29-I.1.a.(3).(a). Less than 1 year – 0%

29-I.1.a.(3).(b). DELETE 29-I.1.a.(3).(a). 1 year but less than 2 years – 33%

29-I.1.a.(3).(c). DELETE 29-I.1.a.(3).(c). 2 years but less than 3 years - 67%

29-I.1.a.(3).(d). DELETE 29-I.1.a.(3).(d). 3 years - 100%

29-I.1.b.(1). DELETE 29-I.1.b.(1).

For Flight Attendants who have completed less than five (5) years of service, the Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 3% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 3% of pay is eligible for the match.

29-I.1.b.(2). AMEND

29-I.1.b.(2).

For Flight Attendants who have completed five (5) or more, but less than ten (10), years of service, the Company will match the greater of up to *TBD* \$300 dollar for dollar or *TBD* 25% of the employee's pre-tax contributions up to *TBD* 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first *TBD* 4% of pay is eligible for the match. For example, a Flight Attendant earning \$35,000 annually who contributes *TBD* 4% (\$*TBD* 1,400) will receive *TBD* 25% of

their her/his \$ TBD 1,400 contribution (\$ TBD 350) as a Company matching contribution.

29-I.1.b.(3). AMEND

29-I.1.b.(3).

For Flight Attendants who have completed ten (10) or more, but less than fifteen (15) years of service, the Company will match the greater of up to *TBD* \$300 dollar for dollar or *TBD* 50% of the employee's pre-tax contributions up to *TBD* 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first *TBD* 4% of pay is eligible for the match. For example, a Flight Attendant earning \$40,000 annually who contributes *TBD* 4% (\$ *TBD* 1,600) will receive *TBD* 50% of their her/his \$ *TBD* 1,600 contribution (\$ *TBD* 800) as a Company matching contribution.

29-I.1.b.(4). AMEND

29-I.1.b.(4).

For Flight Attendants who have completed fifteen (15) or more years of service the Company will match the greater of up to TBD \$300 dollar for dollar or TBD 50% of the employee's pre-tax contributions up to TBD 6% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first TBD 6% of pay is eligible for the match. For example, a Flight Attendant earning \$45,000 annually who contributes TBD 6% (\$ TBD 2,700) will receive TBD 50% of their her/his \$ TBD 2,700 contribution (\$1,350) as a Company matching contribution.

29-I.1.c. CLARIFY

29-I.1.c.

New Hires, Rehires, Transfers, and Base Changes. The following rules apply to new hires, rehires, transfers, and Base changes that occur on or after <u>August 28, 2016</u> the <u>Effective Date of this Agreement</u>:

29-I.2.b. AMEND AND CLARIFY

29-I.2.b.

<u>NPP.</u> Flight Attendants employed by Continental Micronesia, Inc. immediately prior to <u>August 28, 2016</u>, the Effective Date of this Agreement who are participating in the IAM National Pension Plan (the "NPP") shall continue to participate therein to the extent allowed by the NPP at the following hourly contribution rates: *TBD*

29-K. NEW

<u>29-K.</u>

Health Insurance Changes

In the event of any change to either federal or state law governing health insurance during the life of this agreement, the Company and Union will negotiate the impact and effect of these changes within 90 days of the law's enactment. Any change to the employer provided healthcare will be negotiated and reinvested into the contract. Costing for the reinvestment will be based off of health care costing projections analyzed during the prior collective bargaining. In the event that the parties are unable to reach agreement within 180 days of the legislation being signed into law by the President of the United States the dispute will be heard by the System Board of Adjustment on an expedited basis.

DRAFT Benefits Appendix A APPENDIX A – PLAN DESIGNS FOR REQUIRED MEDICAL OPTIONS

	Core P	PO Option	Core EPO Option	Core	HDHP	Traditiona	al Medical PPO
PLAN DESIGN	In-Network	Out-of- Network	In-Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Annual Deductibles	\$ <i>TBD</i> 300 single/ \$ <i>TBD</i> 600 family	\$ <i>TBD</i> 600 single/ \$ <i>TBD</i> 1200 family	\$ <i>TBD 200 single/ \$ TBD 400 family</i>	\$ <i>TBD</i> 2500 single only/ \$ <i>TBD</i> 5000 true family deductible*		\$ <i>TBD 25 500 family</i>	θ single/ \$ <i>TBD</i> ⁄
HSA Seed Amount (pro- rated per paycheck)	N	A	NA	\$ <i>TBD</i> 750 1500- famil	e single / \$ <i>TBD</i>	N	A
Medical Annual Out- of-Pocket (OOP) Limits	\$ <i>TBD</i> 2000 single/ \$ <i>TBD</i> 4000 family	\$ <i>TBD</i> 4000 single/ \$ <i>TBD</i> 8000 family	\$ <i>TBD</i> 1,500 single/ \$3,000 family	\$ TBD 3000 single only \$ TBD 6000 true family maximum* (includes deductible and coinsurance)	\$ TBD 6000 single only \$ TBD 12000 true family maximum* (includes deductible and coinsurance)	\$ <i>TBD</i> 1,50 3,000 famil)0 single/\$ <i>TBD</i> y
Cross Application Out-of- Network Deductibles and OOP to In- Network	Y	es	NA	Y	es	OOP Lin Network a	uctible and nit for In- nd Out-of- work

DRAFT Appendix B

APPENDIX B – PLAN DESIGN FOR CORE DENTAL PLAN

Benefit Features	Core PPO Dental Benefits		
	In-network:	Out-of- network:	
Annual Deductibles	TBD	TBD	
Individual	\$50	\$50	
Family (2 members of family must each satisfy individual deductible)	\$100	\$100	
Annual Benefit Maximum	\$2,000	\$2,000	
Orthodontics Lifetime Maximum	\$2,000	\$2,000	
Office Visit Copay	\$0	\$0	
PREVENTIVE SERVICES and DIAGNOSTIC SE	RVICES		
Dental cleaning, Topical Application of Fluoride, Sealants and Space Maintainers	100% Covered frequency may apply to these services	100% Covered frequency may apply to these services	
MINOR RESTORATIVE SERVICES			
Fillings, Endodontics, Periodontics, Oral Surgery	Covered up to 80%; after deductible	Covered up to 80%; after deductible; Subject to reasonable and customary limits	

APPENDIX C – PREVENTIVE SERVICES

Preventive Exams and Screenings – Adult Male

Physical Exam	100% annually	
Prostate-Specific Antigen (PSA) 100% annually	/
Lipid Panel	100% annually	
Glucose Testing	100% annually	
Colorectal Screening	100% annually	
Complete Blood Count (CB	SC) 100% annually	

Immunizations – Adult Male

Tetanus Injections ((with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine	100% annually
Pneumococcal Vaccine	100%
Influenza Vaccine	100% as often as recommended by physician
Measles, Mumps, Rubella (MM for Adults	R) 100%

Human Papillomavirus (HPV) 100%

Preventive Exams and Screenings – Adult Female

Physical Exams	100%, one general and one well- Woman exam annually
Lipid Panel	100% annually
Glucose Testing	100% annually
Colorectal Screening	100% annually
Chlamydia Infection Screening	100% annually
Mammogram	100% annually
Bone Density	100% annually

Pap Test	100% annually
Complete Blood Count (CBC)	100% annually
Tetanus Injections (with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine Human Papillomavirus (HPV)	100% annually 100%

APPENDIX C – PREVENTIVE SERVICES

Preventive Exams and Screenings – Adult Male

Physical Exam	100% annually	
Prostate-Specific Antigen (PS	SA) 100% annually	
Lipid Panel	100% annually	
Glucose Testing	100% annually	
Colorectal Screening	100% annually	
Complete Blood Count (CBC))100% annually	

Immunizations – Adult Male

Tetanus Injections ((with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine	100% annually
Pneumococcal Vaccine	100%
Influenza Vaccine	100% as often as recommended by physician
Measles, Mumps, Rubella (MM for Adults	IR) 100%

Human Papillomavirus (HPV) 100%

Preventive Exams and Screenings – Adult Female

Physical Exams	100%, one general and one well- Woman exam annually
Lipid Panel	100% annually
Glucose Testing	100% annually
Colorectal Screening	100% annually
Chlamydia Infection Screening	100% annually
Mammogram	100% annually
Bone Density	100% annually

Pap Test	100% annually
Complete Blood Count (CBC)	100% annually
Tetanus Injections (with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine Human Papillomavirus (HPV)	100% annually 100%

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SECTION 30

UNION ACTIVITIES

30-F.1. CLARIFY

30-F.1.

Up to forty (40) officials designated by the AFA MEC President shall be furnished non-revenue, positive space (NRPS) transportation when on approved Union business. Such passes shall be Company business passes at PS4B PS4A level, or future equivalent (self-book, fee waived). Other Flight Attendants on approved Union business shall be provided passes at a PS5B level (fee waived).

30-F.2. CLARIFY

30-F.2.

The Union shall be given no less favorable consideration treatment than any other labor organization in regard to transportation for approved Union business.

30-G. AMEND

30-G. RELEASES

The Company shall honor all requests of the Union for release of Flight Attendants for Union business consistent with the needs of the service. If a Union release will cause a Reserve to be unable to be assigned on her/his other days during that block of days of availability, the Reserve will be placed on Union release for the day(s) requested and for all other days in her/his reserve block. If the Reserve (i) is available for assignment on the availability days preceding/following the requested Union release and (ii) there is a trip operating on those days to which she/he could be assigned, (whether actually assigned or not), the Union may request to have the non-requested released days converted back to reserve availability days. Union releases may be made up in accordance with the provisions of Section 7.S. at any time in the two (2) subsequent schedule months.

30-H.9. AMEND

30-H.9.

A quarterly real time list of all transfer requests on file, consistent with Section 17-A.6.a. and b.

30-H.17. AMEND/CLARIFY

30-H.17.

Access to secured lines, <u>Master Schedule History and Comments, Pay Register,</u> <u>Work History, and Work Record</u> will be granted to individuals holding a position as MEC or LEC President, Vice President, Secretary- Treasurer, <u>LEC Officer</u>, MEC or LEC Grievance Chairperson and, MEC or LEC Grievance Representatives, <u>and any</u> <u>such MEC or LEC Committee Chairs or Members as may be designated by the MEC</u> <u>or LEC President</u>. Such access may not be transferred to a designee and will end when the individual leaves office.

30-H.18. NEW <u>30-H.18.</u> The Company will provide a quarterly report

<u>The Company will provide a quarterly report of its hotel costs relevant to Inflight</u> <u>Operations. This report shall be itemized to show hotel costs by station for layovers</u> <u>and training.</u>

30-H.19. CLARIFY <u>30-H.19.</u> <u>The Company shall maintain records of the movement of pairings between</u> <u>Domiciles and shall provide the information to the MEC President on a monthly</u> <u>basis.</u>

30-I.10. DELETE 30-I.10. Upon request, a list of open flying requests and assignments.

30-L.1.a. AMEND

30-L.1.a.

The Company and the Union Central Schedule Committee will meet every month <u>for</u> <u>a minimum of three (3) days</u>, or more frequently if necessary. The purpose of these meetings will be to review flying assigned to and lines constructed for both Domestic and International Flying. <u>The company will consider the recommendations of the</u> <u>Central Schedule Committee regarding the construction of pairings</u>, <u>Reserve</u> <u>coverage requirements</u>, and <u>Established Staffing Guidelines</u>. <u>Should the Central</u> <u>Schedule Committee have concerns over the construction of a particular pairing(s)</u>, <u>and can provide a cost neutral alternative</u>, the company must accept the alternative <u>solution</u>.

30-L.1.b. AMEND

30-L-1.b.

Upon request by the Central Schedule Committee, the Company will meet to discuss Reserves assignments-volunteering to be assigned into days off. The meeting shall include but not be limited to a review of data regarding such assignments, including the number of reserves volunteering, number of assignments into the second or more day off, and steps to reduce the frequency of need for such assignments.

30-L.2.a. AMEND AND CLARIFY

30-L.2.a.

A Union Local Schedule Committee shall be established at each Domicile. The function and purpose of this Committee shall be to consult with and make recommendations to the Company consistent with the provisions of the Agreement as to the manner in which monthly flying schedules are made up for preferencing bidding by Flight Attendants. The Committee will normally be given at least three (3) five (5) days for Domestic and at least three (3) five (5) days for International each month, to review the pairings assigned to that Domicile for the subsequent month and to make such recommendations to the Company as to the preparation of the lines of

flying. If <u>unforeseen</u> circumstances preclude giving the full three (3) five (5) days, the Committee will be given as many days as possible to prepare its recommendations. If the manner in which the monthly flying schedules are made up does not require an increase in the number of Flight Attendants at the Domicile, lower the utilization of Flight Attendants or unreasonably worsen the working conditions of the junior Flight Attendants, the monthly schedules may be constructed to allow a choice of working conditions for Flight Attendant preferencing <u>bidding</u>.

30-L.2.b. AMEND

30-L.2.b.

Union Schedule Committees may make recommendations to the Company as to the sequencing of trips for relief and reserve move-up lines as soon as possible after receiving the monthly pairing information summary sheet. These recommendations will be taken into consideration for the construction of the lines.

<u>The Local Scheduling Committee will construct Reserve lines consistent with Section</u> <u>8-1.1.k.</u>

30-L.2.c. NEW <u>30-L.2.c</u> <u>The Local Scheduling Committee will recommend the days to be restored for</u> <u>Reserve lines which have more than minimum days off consistent with Section 8-I.1.I.</u>

30-O. CLARIFY

30-O. NEW HIRE TRAINING

The Company shall allot two (2) hours per new hire class at the Flight Attendant training location for a representative of the Union to address each class of trainees. The Union will provide the Company an agenda for such presentation. The Company will notify the Union of the date and time for the presentation at least seven (7) days in advance. A Company representative may be present <u>as an observer only</u>.

30-P.1. AMEND

30-P.1.

The Company will assume the cost of ten (10) twelve (12) hours of credited flight time per month for each one hundred (100) United Flight Attendants on the System Seniority List for use by Local Council Presidents or designees. Such credited time shall be distributed by the by the MEC President/designee for Local Councils to conduct Union business.

30-P.2. AMEND

30-P.2.

In addition, the Company will assume the cost of three and a half (3.5) five (5) hours of credited flight time per month for each one hundred (100) United Flight Attendants on the System Seniority List to be administered by the Master Executive Council President for the purpose of conducting Union business for United Flight Attendants. It is understood that this time will not be used for the purpose of contract negotiations or for a System Board Member.

30-P.4. AMEND

30-P.4.

The Union shall reimburse the Company for any additional flight pay loss <u>actually</u> <u>paid</u> above the amounts specified above, plus an override which shall not exceed thirty percent (30%) twenty percent (20%). Unpaid trip drops (or portions of trips which are unpaid) shall not be subject to any override.

30-Q. CLARIFY

30-Q. UNION HOTEL COMMITTEE TRANSPORTATION

Any offline transportation approved by the Company shall be NRPS status or via normal passenger positive space ticketing. On Union requested inspections, if the Union approves the offline transportation routing, the Union shall bear the expense of such transportation for AFA inspectors. The Company will reimburse the Union for reasonable hotel, meal, and travel expenses (excluding off-line air travel that may be approved by the Union) for Hotel Committee inspectors when inspecting hotels.

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SECTION 31

UNION SECURITY AND CHECK-OFF

BOOK

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SECTION 32

DURATION

32- AMEND

32-

This Agreement shall become effective on XXXX August 28, 2016, and shall continue in full force and effect through and including XXXX August 28, 2021, on which date this Agreement shall renew itself in its entirety and on each succeeding XXXX August 28th thereafter, unless written notice of intended change is served in accordance with Title 1, Section 6 of the Railway Labor Act, as amended, by either party hereto at least thirty (30) but not more than two hundred seventy (270) days prior to XXXX August 28, 2021, or any year thereafter. The parties shall commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice.

Notwithstanding the above, if notice is served at least thirty (30) days prior to <u>XXXX</u> August 28, 2020, the parties agree to commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice. THIS PAGE INTENTIONALLY BLANK

SECTION 33 (NEW)

EMPLOYEE ASSISTANCE AND PROFESSIONAL STANDARDS

33-A. NEW

33-A. Meetings and Reports

33-A.1. NEW

<u>33-A.1.</u>

The Company shall, upon request, meet with members of the AFA Employee Assistance and Professional Standards Master Executive Council Committee (AFA EAP) to discuss matters pertaining to the parties' respective employee assistance programs including but not limited to behavioral health, alcohol/drug testing, mental health disorders, professional standards and critical incident stress management concerns.

33-A.1.a. NEW

<u>33-A.1.a.</u>

Proposed changes to behavioral health, Employee Assistance Programs (EAP), alcohol/drug testing, critical incident response policies and procedures will be discussed with the AFA Employee Assistance and Professional Standards Master Executive Council Committee during development and prior to implementation. The Company will consider the Union's recommendations on any proposed changes.

33-A.2. NEW

<u>33-A.2.</u>

The Company agrees to provide AFA EAP complete copies of Flight Attendant work group reports, including those provided by any vendor or other source but no less than twice a year on Employee Assistance and behavioral health care access utilization and case management and Critical Incident Stress Management (CISM) metrics.

33-A.2.a. NEW

<u>33-A.2.a.</u>

The Company will provide the AFA EAP with annual copies of statistical reports on Flight Attendant Work Group Department of Transportation (DOT) drug and alcohol tests. The reports will contain the same information that is reported to DOT by the Company.

33-B. NEW

33-B. EAP and Professional Standards Support and Assistance

33-B.1. NEW

<u>33-B.1.</u>

The Company will recognize and promote all avenues of assistance including the AFA Employee Assistance and Professional Standards Master Executive Council

<u>Committee.</u> When Company personnel provides Company EAP contact information to a Flight Attendant they shall also provide AFA EAP contact information to the Flight Attendant.

33-B.2. NEW

<u>33-B.2.</u>

In the event that insurance coverage is denied for drug/alcohol/substance abuse or mental health treatment by a representative of a United sponsored medical plan, Company EAP representatives will have the ability to override an insurance determination for treatment, if in their professional assessment such treatment is deemed necessary.

33-B.3.

<u>33-B.3.</u>

The Company will provide flight pay loss to the AFA Employee Assistance and Professional Standards Committee Master Executive Council Chairperson/designee and for each Local Council AFA Employee Assistance and Professional Standards Committee Chairperson.

33-B.4.

<u>33-B.4.</u>

The Company will provide no less support and resources to the AFA Employee Assistance and Professional Standards Committee than it provides to any other workgroup assistance program or service, if so requested by the Union.

33.C. NEW

33.C. Drug, Alcohol, Substance Abuse Treatment Benefit

In the case of a Flight Attendant who participates in a program for drug, alcohol or substance abuse, the Flight Attendant shall be eligible for a lifetime drug, alcohol and substance abuse benefit of twelve (12) months of disability benefits (determined in accordance with the LTD Plan but administered by the Company's Employee Assistance Program) while in active treatment and recovery. If the Flight Attendant is a participant in the LTD Plan, the benefit shall be paid under the LTD Plan and shall not limit benefits payable for other disabilities under the LTD Plan. If the Flight Attendant is not a participant in the LTD Plan, the benefit shall be paid by the Company and grossed up for taxes. All Flight Attendants receiving such benefit shall be eligible to receive other benefits as defined in Section 29. The drug, alcohol and substance abuse benefit shall not be subject to any waiting period.

33-D. NEW

<u>33-D.</u>

In the event of any accident (as defined in Section 19-B.1.a.), the MEC Employee Assistance and Professional Standards Committee Chairperson/designee shall designate up to two (2) members of the AFA Employee Assistance and Professional Standards Committee as an accident or incident Response "Go-Team". The MEC Employee Assistance and Professional Standards Committee

Chairperson/designee shall provide the Company with a list of the Go-Team members.

33-D.1. NEW

<u>33-D.1.</u>

The Company shall provide the Go-Team members with positive space must-ride travel where service is provided by the Company or make any respective arrangements with partner airlines in order to go to and from an accident or major incident site. If there are subsequent flights to an aircraft accident or incident site, the MEC Employee Assistance and Professional Standards Committee Chairperson may designate additional AFA Employee Assistance and Professional Standards Committee representatives to travel to and from an accident or incident site.

33-D.1.a. NEW

<u>33-D.1.a.</u>

In the event of any accident (as defined in Section 19-B.1.a.) in any foreign country, if Inflight Service is granted access to the crash site, the Company will endeavor to include the MEC Employee Assistance and Professional Standards Committee Chairperson or AFA qualified designee among those granted access to the site. In such cases, if expedited documentation or transportation arrangements are made for Inflight Service, the Company will endeavor to obtain the same for the MEC Employee Assistance and Professional Standards Committee Chairperson or AFA qualified designee. The Company shall maintain a current list of Visa requirements of the countries served by scheduled Company flights and upon request shall provide such list to the MEC Employee Assistance and Professional Standards Committee Chairperson.

Professional Standards Letter of Agreement

LETTER OF AGREEMENT <u>between</u> <u>UNITED AIRLINES, INC.</u> <u>and</u> <u>THE FLIGHT ATTENDANTS</u> <u>in the service of</u> <u>UNITED AIRLINES, INC.</u> <u>as represented by</u> <u>THE ASSOCIATION OF FLIGHT ATTENDANNTS-CWA, AFL-CIO</u>

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the ASSOCIATION OF FLIGHT ATTENDANNTS-CWA, AFL-CIO (the "Union").

In the interest of providing the highest standards of professionalism and safety among the Flight Attendants of United Airlines and to ensure that all Flight Attendants are treated fairly, consistently and effectively, the Company and the Union have agreed to the procedures set forth in this Letter of Agreement.

A. Conflicts

When a professional standards problem arises that precipitates a conflict between two or more Flight Attendants, and the conflict/complaint is brought to the attention of the Association of Flight Attendants by a Flight Attendant, the Union shall act as follows:

A-1. The Union shall encourage the Flight Attendants involved to discuss the matter privately in a forthright and reasoned manner, in an attempt to settle their dispute.

A-2. If the Flight Attendants fail to settle their dispute, the AFA Local Employee Assistance and Professional Standards Committee (Committee) members shall elicit both sides of the story, generally by telephone, and counsel both parties at a peer level. Agreement to resolve the dispute shall again be sought.

A-3. If the efforts described above fail, the Flight Attendants involved in the dispute shall be invited to a Committee meeting. After each Flight Attendant has had the opportunity to present their view of the matter, the Committee shall seek a commitment from the Flight Attendants to end the conflict and work together in the future without dissension.

A-4. Should one or more of the Flight Attendants refuse to participate in the abovereferenced Committee meeting, the AFA Local Employee Assistance and Professional Standards Committee shall advise the Company of the conflict and request the Company to encourage all involved individuals to attend the Committee meeting.

A-5. When a conflict as outlined above is brought to the attention of the Company before it is known to the Union, at management's discretion, the Company may refer that issue and the Flight Attendants involved to the AFA Local Employee Assistance and Professional Standards Committee for resolution. Each Flight Attendant shall be encouraged to attend the Committee's meeting to settle their dispute in a no-fault manner.

B. Handling of Complaints Involving Gender/Minority Issues

B-1. The Union through its Employee Assistance and Professional Standards Committee has undertaken training of its designated representatives, and is committed to ensuring that all designated Employee Assistance and Professional Standards representatives are trained to competently assist any Flight Attendant who asks for help in resolving workplace-related problems with other Flight Attendants based on gender and/or minority issues.

B-2. Gender/Minority Complaints Reported to the Company

<u>B-2.a The decision to use or not to use AFA Employee Assistance and Professional</u> <u>Standards Committee shall be made entirely by the complaining Flight Attendant. In</u> <u>no case shall management make a recommendation to the Flight Attendant regarding</u> <u>which option to choose. A member of management shall, however, be free to answer</u> <u>questions and explain both processes to the best of their understanding.</u>

<u>B-2.b. If the complaining Flight Attendant chooses not to use AFA Employee</u> <u>Assistance and Professional Standards, the Company shall immediately take action</u> <u>as specified in its harassment/discrimination policy.</u>

<u>B-2.c. If the complaining Flight Attendant chooses to use AFA Employee Assistance</u> and Professional Standards, the responding Flight Attendant's concurrence shall be required before the matter is referred to the AFA Employee Assistance and Professional Standards Committee for resolution.

B-2.d. A Flight Attendant who chooses to use AFA Employee Assistance and Professional Standards:

<u>B-2.d.(1). Shall be required to sign a document stating that he has received and read</u> the provisions of this Letter of Agreement, which contains information relevant to their decision; and

<u>B-2.d.(2). May, at any time, report to the Company that they are not satisfied with the AFA Employee Assistance and Professional Standards Committee process, in which case the Company shall immediately initiate an investigation.</u>

B-2.e. The AFA Employee Assistance and Professional Standards Committee shall attempt to resolve gender and minority issues submitted to it in accordance with the procedures described in Paragraphs A-1 through A-3 of this Letter of Agreement.

C. Referrals to Professional Standards

When a conflict or complaint as outlined above in Paragraphs A and B of this Letter of Agreement is referred to the AFA Local Employee Assistance and Professional Standards Committee and the Flight Attendants involved agree to participate in the process, the following shall apply:

<u>C-1. If successful resolution of the dispute is reached, the AFA Local Employee</u> Assistance and Professional Standards Committee shall provide a report to the Company stating the matter has been resolved. Alternatively, if a resolution was not reached, the AFA Local Employee Assistance and Professional Standards Committee shall advise the Company that it was unable to be of assistance.

C-2. Complete confidentiality regarding the Committee's meeting shall be maintained, and the Company agrees not to cite a Flight Attendant's involvement with the Committee in any subsequent disciplinary proceeding.

C-3. Should successful resolution of a conflict not be attained within a 30-day time period, the Company shall then be free to take any action, within the framework of the Agreement, it deems necessary to resolve the issue.

<u>C-4. If the Company receives notice that the Committee was unable to reach a</u> solution satisfactory to a Flight Attendant who made a complaint based on a gender/minority issue, the Company shall take the steps specified in its harassment/discrimination policy in an effort to resolve the problem. D. Voluntary Participation & Confidentiality

As with all issues undertaken by Professional Standards, voluntary participation of the affected Flight Attendants shall be essential to that process. Because the key to the success of the process is rooted in the fact that Professional Standards' efforts are confidential, any Flight Attendant who becomes aware of conflict or a gender or minority complaint as a result of his official role in Professional Standards activities shall not be required to report that event to the Company.

E. General

E-1. The goal of AFA Employee Assistance and Professional Standards in handling conflicts/complaints as outlined below shall be to achieve behavior and attitude changes that shall eliminate recurrence of the reported problems.

E-2. This agreement between the Company and the Union to utilize AFA Employee Assistance and Professional Standards to address conflicts and complaints as outlined below shall not be construed to limit, expand or otherwise modify the existing legal responsibilities of either party.

E-3. The activities that the Union shall engage in under the provisions of this Letter of Agreement are those it shall conduct on its own behalf and at its discretion, with neither influence nor control by the Company. In no respect shall the Union function or serve as an agent of the Company in the handling of the matters addressed herein.

F. Right To Revoke

The Company and the Union each reserve the right to revoke the provisions of this Letter of Agreement upon giving a 30-day written notice to the other party and only after 365 days have elapsed since the implementation of this Letter of Agreement.

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LOA 1 – 20 YEAR PASSES - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for special pass benefits for certain Flight Attendants who resign from the Company

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms regarding such special pass.

1. Flight Attendants who resign from the Company and who have twenty (20) years of Company seniority would receive the following pass benefits. These passes are in lieu of any pass benefits they may have been entitled to under Company policy had they early retired when eligible.

eight (8) round trip/sixteen (16) one-way passes per eligible family member will be deposited annually;

Participant has the ability to add/remove eligible family members, according to Company policy;

Passes are valid for thirteen (13) months;

Passes are valid for transportation only on United and United Express;

Pass travel will be at the SA4P boarding priority, or its future equivalent

Pass travel seniority will be frozen at the years, months and days of service measured at the date of separation from United;

2. Eligible family members are limited to the employee, spouse/domestic partner and eligible children, as defined by the Company's Pass Travel Policy, as may be changed from time to time.

3. Flight Attendants who resign with twenty (20) years of service may be required to give the Company at least six (6) months advance notice. All such resignations will be effective the first day following six (6) months in the event such notice is required. Flight Attendants must request such travel at the time of their resignation in order to be eligible.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 2 – 767 CREW REST - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for crew rest seats on the B-767-400.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms:

1. The Company's existing fleet of B-767-400 aircraft will be retrofitted with four (4) enhanced cabin crew rest seats. The new seats shall have enhanced recline and leg rest, and shall be installed in either the most forward or most aft rows of Economy, and curtained.

2. The timeline for completion of the crew seat installation will depend upon the design and manufacturing of the new seats, and FAA certification. The intention is to coordinate the installation of the new seats with the heavy maintenance service schedule of the aircraft being retrofitted. Installation shall commence in January 2017, and is estimated to be completed by March 31, 2018.

3. Until the new crew rest seats are available for use, the current crew rest seat locations shall be used for crew rest (seats 43KL and 44KL).

4. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 3 787-777 AIRCRAFT EXCHANGE - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union"), hereby agree as follows:

Upon entry into service of the final of the three (3) B-777 aircraft scheduled to enter service between January 2017 and March 2017 (serial numbers 62642, 62643 and 62644), the Company will operate these aircraft as s-UA aircraft and will operate the three (3) B-787 aircraft with serial numbers 40918, 60143 and 60144 as s-CO aircraft until implementation of common crew management system and the integration of the separate s-UA, s-CO and CMI Flight Attendant work forces as defined in the Transition Letter of Agreement.

LOA 7 - CMI FLIGHT ATTENDANTS' TRANSITION - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union"), which represents the Flight Attendants in the service of United Airlines, Inc., Continental Airlines, Inc. and Continental Micronesia, Inc.

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties discussed the Union's interest in the employment status of the Continental Micronesia Flight Attendants (the "CMI Flight Attendants").

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1.

United Airlines agrees to transition the Continental Micronesia Flight Attendants who are based in Guam and represented by the AFA-CWA (the "CMI Flight Attendants") to a direct employment relationship with United Airlines as soon as practicable after the Date of Signing of the Agreement which will cover the pre-merger United, Continental and CMI Flight Attendants.

2.

The transition to the direct employment relationship will be accomplished once the necessary steps related to HR technology systems, including payroll and benefit issues, are resolved.

3.

As of the Date of Signing of the Agreement, CMI Flight Attendants will be fully covered by the Agreement as implemented in accordance with the Implementation Letter of Agreement, including the Scope and Reduction in Personnel provisions, before and after the transition to the direct employment relationship.

4.

The Joint Implementation Team will be responsible for the development of the process to transition CMI Flight Attendants to the direct employment relationship with United Airlines, Inc.

5.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

LOA 10 – DISCIPLINE TRANSITION AND CONVERSION - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS the parties have agreed to an attendance and dependability point system and progressive discipline system; and

WHEREAS the former subsidiary-Continental and former subsidiary-Continental Micronesia Flight Attendants operated under attendance and progressive disciplinary systems that are different than the agreed upon systems under this Joint Collective Bargaining Agreement; and

WHEREAS it is necessary to convert those former subsidiary-Continental and former subsidiary-Continental Micronesia Flight Attendants with active discipline to the agreed upon system;

THEREFORE the parties agree to the following:

TRANSITION AND CONVERSION OF DISCIPLINE

A.

On the Transition Date, s-CO and CMI Flight Attendants who are in active discipline for attendance shall convert from their pre- transition status to their post-transition status based on the following:

A.1.

Regardless of their absences, Flight Attendants who do not have active attendance discipline on the Transition Date shall begin with zero points.

<u>A.2.</u>

Flight Attendants who have active discipline for attendance on the Transition Date shall have their discipline converted into Attendance Warnings. Each Flight Attendant will be assigned the minimum number of points for her/his level, irrespective of actual dependability records, and any future attendance points will begin accruing from that threshold, e.g. all Flight Attendants converted into Attendance Warning Level 1 will be assigned 6 points. The conversion will be as follows:

Pre-Transition Level	Transition Date Level and Points
Verbal Warning	Attendance Warning 1 – 6 pts.
Written Warning	Attendance Warning 2 – 12 pts.
Termination Warning	Attendance Warning 3 – 18 pts.

Flight Attendants whose active discipline as of the Transition Date is based exclusively on performance will convert as follows:

Pre-Transition Level	Transition Date Level
Verbal Warning	Performance Warning 1
Written Warning	Performance Warning 2
Termination Warning	Performance Warning3

A.3.

Flight Attendants who have active discipline at the Termination Warning level for a combination of Attendance and Performance on the Transition Date shall have their discipline converted as follows:

Performance Warning 3 Attendance Warning 3 - 18 pts.

₿.

On the Transition Date, s-UA Flight Attendants who have active discipline for attendance shall convert from their pre-transition status in attendance to their post-transition status based on the following:

B.1.

Regardless of their absences, Flight Attendants who do not have active Attendance LOWs on the Transition Date shall begin with zero points.

B.2.

Each Flight Attendant who has active discipline for attendance will have her/his points reset to the threshold for her/his level of discipline, irrespective of actual dependability records, and any future attendance points will begin accruing from that threshold, e.g. all Flight Attendants at Attendance Warning Level 1 will begin with 6 points. The conversion will be as follows:

Pre-transition Level Transition Date Level and Points

LA-1	Attendance Warning 1 – 6 pts.
	e .
LA-2	Attendance Warning 2 – 12 pts.
	•
LA-3	Attendance Warning 3 – 18 pts.

LA-4 Attendance Warning 4 – 24 pts.

C.

A Flight Attendant's time spent in discipline prior to the Transition Date shall apply to her/his disciplinary status post-transition and the applicable duration periods established by this Letter of Agreement.

Ð.

In recognition of the fact that training of relevant Association and Company personnel is essential to the successful implementation of this Agreement, the parties will implement the terms of this Agreement on a date to be determined, which will occur as soon as practicable after substantially all relevant personnel have been trained. That date is referred to herein as the Transition Date.

E.

During the period between approval of this Agreement and the Transition Date, pre-Agreement procedures and processes will govern discipline and dispute resolution.

F.

For alleged misconduct occurring after approval of this Agreement but before the Transition Date, the parties will jointly use best efforts to complete applicable hearing before the Transition Date. If a hearing is not completed before the Transition Date, the new procedures of the Agreement and Section 23 will govern the administration and application of discipline even if the underlying conduct occurred prior to the Transition Date, subject to an exception if the Company is at fault in unreasonably delaying the hearing.

G.

Prior to the Transition Date, the timely challenge of discipline pursuant to Section 23 of the Flight Attendant Agreement shall preserve one's right to contest that discipline at a System Board of Adjustment hearing.

H.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 16 - FSL TRANSITION - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS, during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for the establishment of Flight Service Leader Flight Attendants ("FSLs"); and

WHEREAS, the parties desire to have an orderly transition process for the Company's initial selection and award of Flight Attendants into the FSL program on "Day One" of implementation of a common crew management system ("Day One"); and

WHEREAS, capitalized terms not defined herein shall have the meaning established in the Definitions Section of the Agreement.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree to the transition of Flight Attendants into the FSL sub-Bases as follows:

A.

Initial FSL Vacancies in each Base will be filled as follows:

A.1.

The initial complement of FSLs for the FSL sub-Bases on Day One will be awarded to Eligible FSL Qualified Flight Attendants in accordance with this Letter of Agreement. "Eligible FSL Qualified Flight Attendant" means a Flight Attendant, on the date immediately prior to Date of Signing who is on the International Service Manager ("ISM") or Qualified International Purser list in her/his respective Base.

<u>A.2.</u>

Initial FSL vacancies will be filled in seniority order by Eligible FSL Qualified Flight Attendants in the Base.

A.2.a.

Not later than one hundred eighty (180) days prior to Day One, the Company will post the initial complement of FSL positions to be filled in each FSL sub-Base on Day One.

A.2.b.

Eligible FSL Qualified Flight Attendants may submit bids for the FSL sub-Base in their Base. Bids will be awarded one hundred twenty (120) days prior to Day One.

A.3.

Eligible FSL Qualified Flight Attendants shall not be required to interview for the Program and there shall be no period of probation.

A.4.

The twelve (12) month requirement to remain in the FSL Program as provided in Section 9.D.4.b., shall commence on the date the Eligible FSL Qualified Flight Attendant enters into the FSL Program.

A.5.

A copy of the list of the Eligible FSL Qualified Flight Attendants in each location and a copy of the bid and award will be provided to the MEC President.

B.

After the initial FSL Bid Award, all vacancies in the FSL sub-Bases shall be filled in accordance with Section 9.D.2. (Special Qualification Flight Attendants) of the Agreement, except as follows:

B.1.

For a period of two (2) years from Day One (the "Priority Period"), and provided she/he completes all required training to maintain her/his FSL qualification, an Eligible FSL Qualified Flight Attendant who:

В.1.а.

bid but was not awarded an FSL position in the initial award shall be allowed to fill subsequent FSL vacancies in her/his Base in seniority order prior to new entrants into the FSL Program;

B.1.b.

bid, whether awarded or not awarded an FSL position in her/his Base, may transfer to fill any open FSL vacancy in another FSL sub-Base based on her/his FSL qualification and seniority prior to new entrants into the FSL Program or non FSL Qualified Flight Attendants transferring into the Base, provided any Flight Attendant who transfers into another FSL sub-Base must remain in the FSL Program for at least the duration of the priority period established above.

B.2.

FSL Qualified Flight Attendants shall relinquish their qualification in the event they do not bid for or decline the opportunity to fill a subsequent vacancy in their Base during the Priority Period.

B.3.

At the end of the Priority Period all Eligible FSL Qualified Flight Attendants who have not been awarded an FSL position shall lose their qualification and priority status and may reapply to the FSL Program.

C.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 17 – HOTEL SELECTION PROCESS AND GUIDELINES – AMEND See proposed LOA in Section 5 draft proposal

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon layover hotel guidelines and a process for hotel selection.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms:

WHQPP/AFA PROCESS DOCUMENT

1. Develop List

A conference call or a joint meeting between WHQPP and AFA will be held once a month to discuss cities needing visits and outstanding hotel issues. Both WHQPP and AFA can request a joint site inspection. Either party requesting such shall provide justification for the request. If the justification is based on complaints, it must be a "reasonable level" of complaints.

2. List of Hotels to be Inspected

WHQPP shall arrange for the inspection of available hotels. AFA can suggest properties for inclusion. If WHQPP cannot use a particular property for economic reasons, it will not be included on the list for joint inspections. However, hotels whose rates are anticipated to become acceptable through negotiation may be included on the list on an exception basis.

3. AFA to be Provided Inspection List Prior to Inspection

A written list of prospective properties to be inspected will be provided to AFA for their review ten (10) days ahead of the inspection. The list must contain, at a minimum, the hotel name, address and phone number.

RFPs: (Request for Proposals)

The Company will forward a list of all hotels to be solicited and will report responses on RFPs to AFA The Company will be the primary direct contact and official voice of UAL to the hotels regarding sourcing, soliciting bids, selection process, and contract administration. AFA's communication with hotels should not be restricted from fact-finding, but will be coordinated with the Company. AFA shall not contact hotels to affect negotiations from the time of receiving an inspection list from the Company until the end of negotiations.

4. Hotel Evaluation Form to be Completed Prior to Inspection

WHQPP will complete as much of the "Hotel Evaluation" form as possible prior to inspecting prospective properties, and copies of the completed "Hotel Evaluation" form will be the preferable means to notify AFA in advance of the proposed final hotel inspection list. It is expected that numerous services, available items, and general information should be available and annotated on the form in advance.

5. Inspection Currency

Any jointly approved property, regular or overflow, where United Flight Attendants stay, shall be considered to maintain its inspection currency for twelve (12) months from the last time Flight Attendants used the facility, or longer by mutual consent. However, it is understood there may be instances where a change in hotel management or other significant changes could require an additional inspection earlier than twelve (12) months.

6. Overflow Usage

Properties that WHQPP and AFA jointly inspect and approve, but are not chosen by WHQPP for primary usage are approved for limited overflow use. WHQPP will determine the number of properties to be designated for overflow purposes on a cityby-city basis. AFA and WHQPP will then agree to the order of preference to be followed for overflow usage and this order will be reflected in the hotel computer CCS display. The inspection currency shall be the same with these facilities as with the primary facility.

7. Property Change Notification

All listing of UAL contracted hotels for Flight Attendant usage, included changes with effective dates where applicable, shall be expeditiously listed in the computer CCS display when applicable to Flight Attendants. This display shall continue to include all contracted hotels, including approved limited overflow facilities, and include designation as a field (F) or downtown (D) facility and the most current date of inspection resulting in jointly approved status.

8. Dispute Resolution

It is agreed that hotel/transportation decision disagreements will be resolved in the following manner:

8.a.

The WHQPP Director and AFA MEC Hotel Chairperson or designee will jointly prepare and agree upon standards and procedures to be followed for the selection of hotels, transportation and crew lounge facilities.

8.b.

Each MEC Hotel Chairperson or designee and WHQPP Director will have responsibility for dispute resolution and to seek a resolution acceptable to both parties.

8.c.

Failing a mutually agreeable solution, the dispute may then be processed to the Senior VP Inflight Services.

8.d.

If the dispute is still not resolved, it may be submitted directly to expedited arbitration in accordance with Section 23.E.3., and the Expedited Arbitration Letter of Agreement.

FA HOTEL STANDARDS - Required unless mutual agreement

1.

Guaranteed non-smoking rooms. Smoking room provided upon request, based on availability

<u>2.</u>

Minimum bed size North American "full" or "double" (interchangeable) size (54' X 75' – 137cm X 190.5cm) or its regional equivalent. Fresh linen and cleaning services before each use.

3.

Personal check cashing or ATM on property. The parties may mutually agree that an ATM within reasonable walking distance satisfies the requirement. In-room phone activation and room access without credit card. No service charge associated with toll free (i.e. 800) calls. May require credit imprint for signing privileges to cover incidentals. Ability to access services with cash.

4.

Business class hotel. Regular maintenance and cleaning performed to keep it in a tenantable condition.

5.

Whenever possible, rooms in close proximity to each other. Rooms will be quiet and away from elevators, ice/vending machines, housekeeping closets and construction/renovation noise.

6.

Complimentary WIFI in guest rooms. (Hardwire if no WIFI for guests)

7.

Meet or exceed all local fire codes and life safety standards. Minimum of smoke/heat detector in each room, hard-wired with battery backup.

8.

Food availability twenty-four (24) hours/day. Restaurant on premises, providing breakfast, lunch and dinner (pantry food does not meet this requirement). Outside of meal time hours: room service, lounge menu and/or food delivery options. Delivery

options of at least three (3) different eateries (not including fast food outlets) with reasonable delivery time/distance.

9.

Effective individual, self-controllable A/C and/or heat as applicable.

10.

Safe and secure environment. All hotel entry/egress points (i.e. public, employee, loading/receiving entrances and fire safety exits) locked (e.g. key card authorization requirement) or actively monitored at all times. No direct access to guestrooms from parking garages. All public access restricted and monitored by hotel staff 2300-0600 or dedicated security staff available. Between 2300-0600, public access shall not be left unrestricted or unattended by hotel staff.

11.

AFA has the right to do unannounced visits to hotels based on complaints, which shall be shared in advance with the Company. The AFA Hotel and Transportation Chairperson/designee shall advise the Director of Corporate Travel and Procurement a minimum of seventy-two (72) hours before visit. The Company shall not contact the hotel prior to such visit.

12.

FA Hotel Selection/Retention Guidelines for consideration

Sprinkler system - Generator on site - Peepholes Dedicated trained security personnel 24/7 Windows that open Showers and bathtubs Food and beverage discounts Fitness Center with complimentary access HVAC/fan systems not restricted by motion sensors In-room refrigerator

13.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 20 – JETWAY TRADE EXPANSION - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

During the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed to following:

At least twice a year, the Company will meet with the Union to mutually determine whether jetway trading will be expanded to other international locations.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

LOA 24 – SATELLITE BASES - AMEND

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the <u>XXXX – XXXX 2016 – 2021</u> Agreement (the "Agreement"), the parties agreed upon terms for the establishment of Flight Attendant satellite bases ("Satellite Bases"),

NOW THEREFORE, the parties to this Letter of Agreement hereby agree that <u>any</u> <u>and all of</u> the <u>current</u> Satellite Bases <u>shall be designated as Bases/Domiciles.</u> may be established as follows:

Α.

The Company may <u>not</u> establish Satellite Bases that will be considered sub-Bases of the existing Flight Attendant Bases ("geographical Bases").

Effective with ratification of this agreement, the Company shall designate any location formerly identified as a Satellite Base a Base/Domicile as defined in Section 2.A.1. of the agreement and all Contractual provisions and Company policies shall apply to Flight Attendants in those locations formerly identified as a Satellite Base(s).

A.1.

The Company may establish special qualifications for bid within each Satellite Base to include Flight Service Leader and Language Qualified Flight Attendants, based on the needs of the service.

A.2.

Flying within each Satellite Base shall be bid and awarded separate from the geographical Base of which each Satellite Base is a sub-Base.

B.

The Company will staff Satellite Bases by first accepting voluntary transfers in seniority order in accordance with Section 17 (Filling of Vacancies) of the Agreement. Remaining vacancies will be offered and awarded, in seniority order, to Flight Attendants affected by Base reductions within any geographic Bases, or by new hires.

C.

In the event of a reduction-in-force at <u>any location formerly identified as</u> a Satellite Base, Flight Attendants staffed within such Base through the award of a vacancy, but excluding new hires, shall have preference over any voluntary transfers then on file to return to the geographic Base from which they originally transferred. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the <u>XXXX – XXXX 2016-2021</u> Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this \underline{XX} 28th day of \underline{XXXX} August, 2016.

LOA 26 - UNIFORM POINTS - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS Section 25 Uniforms provides for replacement of uniform items utilizing an annual point allotment; and

WHEREAS the Collective Bargaining Agreements covering sub-Continental, sub-Continental Micronesia and sub-United Flight Attendants contained different uniform allotments/allowances; and

Whereas, the systems need to be harmonized into a new point allotment system as provided for in Section 25;

THEREFORE the parties agree to the following:

While the terms of the new Uniform Section will determine what reimbursements are provided by the Company, the Company agrees to meet with the Union within ninety (90) days of ratification to harmonize the uniform point allocations under the prior Collective Bargaining Agreements.

In establishing the new point allocation system, the allocated Company uniform points per Flight Attendant will provide for the same Flight Attendant uniform purchasing power for the uniform pieces as specified in the sub-Continental collective bargaining agreement.

LOA 26 - UNIFORM POINTS - DELETE

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

WHEREAS Section 25 Uniforms provides for replacement of uniform items utilizing an annual point allotment; and

WHEREAS the Collective Bargaining Agreements covering sub-Continental, sub-Continental Micronesia and sub-United Flight Attendants contained different uniform allotments/allowances; and

Whereas, the systems need to be harmonized into a new point allotment system as provided for in Section 25;

THEREFORE the parties agree to the following:

While the terms of the new Uniform Section will determine what reimbursements are provided by the Company, the Company agrees to meet with the Union within ninety (90) days of ratification to harmonize the uniform point allocations under the prior Collective Bargaining Agreements.

In establishing the new point allocation system, the allocated Company uniform points per Flight Attendant will provide for the same Flight Attendant uniform purchasing power for the uniform pieces as specified in the sub-Continental collective bargaining agreement.

LOA 27 – NO FURLOUGH - AMEND

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL- CIO (the "Union").

The parties, hereby agree as follows:

Prior to the amendable date of this collective bargaining agreement between the Company and AFA, the Company shall not furlough any employee who appears on the United Flight Attendant System Seniority List(s) as of the date of signing of this collective bargaining agreement.

The Company shall be excused from compliance with the provisions of this Letter of Agreement above in the event that a circumstance over which the Company does not have control is the continuing cause of such non-compliance. Circumstances beyond the Company's control shall be: an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or to a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; a terrorist act; or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.