# AMENDED 2.D. Co-Terminals

"Co-Terminals" are the following airports serving the domiciles as designated below:

Serving Washington
Serving New York
Serving Chicago
Serving Los Angeles
Serving San Francisco

AMENDED 2.Q.1.e. (Re-numbered)

- <u>c.</u> Hong Kong's "holidays" shall include: Chinese New Year, Handover Day, Christmas Day, National Day, and the Flight Attendant's Birthday.
- AMENDED 2.Q.1.f. (Re-numbered)
  - <u>d.</u> Germany's "holidays" shall include: New Year's Day, Easter, Unification Day, Christmas Day, and the Flight Attendant's Birthday.

AMENDED 2.Q.1.g. (Re-numbered)

<u>e.</u> Japan's "holidays" shall include: New Year's Day, National Founding Day, Greenery Day, Emperor's Birthday and the Flight Attendant's Birthday.

AMENDED 2.Y.1.

CLARIFICATION

1. IDs dropped by <u>Flight Attendants</u>.

## UNION ACTIVITIES

- AMENDED 3.A.3
  - 3. The Company will not remove material from these bulletin boards before it has made a reasonable effort to contact the LEC President, the LEC Vice President, or the LEC Secretary/Treasurer, or designees. In the event of a dispute over the removal of an item, the matter shall immediately be reviewed by the Director Labor <u>Relations-Inflight</u> or designee and the MEC President or designee. Bulletin board postings may not contain derogatory remarks about any Company personnel. <u>The following criteria shall be used when</u> <u>reviewing bulletin board postings: factual, non-inflammatory</u> and not derogatory of the Company or its representatives.
- NEW 3.H.4.
  - 4. <u>The following criteria shall be used when reviewing material</u> to be distributed by the Union in Flight Attendant mailboxes: factual, non-inflammatory and not derogatory of the Company or its representatives.
- AMENDED 3.I.1.
  - 1. A monthly list of all Flight Attendants who illegally exceed the monthly flight time limitations and the hours they have flown, upon request of the MEC President.
- NEW 3.I.17
  - 17. Access to secured lines will be granted to individuals holding a position as MEC President, Vice President and Secretary-Treasurer. Such access may not be transferred to a designee and will end when the individual leaves office.

NEW 3.J.13

13. Access to secured lines will be granted to individuals holding a position as LEC President. Such access may not be transferred to a designee and will end when the individual leaves office.

# AMENDED 3.N.2.a.

- A Union Local Schedule Committee shall be established at a. 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 by Flight Attendants. The Committee will normally be given at least five (5) days for Domestic and at least five (5) days for International each month, to review the IDs 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 circumstances preclude giving the full 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 Attendants preferencing.
- AMENDED 3.P.
  - P. 8<u>:30</u> in 24 Waiver

For scheduling purposes, the eight <u>thirty</u> in twenty-four (8:30 in 24) rest provision may be waived by mutual consent by the Company and the MEC President or designee.

# SECTION 4 GENERAL

AMENDED 4.A. Equal Rights

Equality of rights under the law shall not be denied or abridged by the Company on account of sex. The Company shall not discriminate in any way against any individual Flight Attendant with respect to her/his compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, national origin, age, marital status or sexual <u>orientation</u>.

NEW 4.J.3.c.

c. <u>The exchange rate for Flight Attendants based in</u> <u>International domiciles will be calculated in accordance with</u> <u>terms of the Exchange Rate Sideletter of Month, Date, Year</u> <u>on page number of the Agreement.</u>

NEW 4.J.3.d.

d. Paystubs shall indicate "wages" and that these payments are from United Airlines.

# AMENDED 4.J.4

4. A Flight Attendant who requires an adjustment check of Fifty Dollars (\$50.00) or more shall receive said check as soon as possible but not later than four (4) weekdays after notifying the Company. When necessary to meet this four (4) day requirement, checks shall be issued locally. The Flight Attendant, if in the direct deposit program, also has the option of having the check electronically deposited within seven (7) business days, or mailed within the above four (4) weekdays. Any taxes deducted from the adjustment check shall take into account the tax rate used for the Flight Attendant's most recent paycheck and will be calculated in accordance with regulations of the appropriate tax authority.

AMENDED 4.O.2.

2. A Flight Attendant who is required to appear in court as the result of being subpoenaed or being a named party in a court action shall be removed from schedule without reduction to her/his <u>monthly</u> maximum flight time (DNF). Such DNF may be made up in accordance with the open flying provisions.

#### AMENDED 4.V.2.

2. Flight time lost due to Personal Time Off may be made up during the month taken if authorized by Inflight Scheduling.

#### AMENDED 4.Z. Electronic Communications

The Company may communicate with Flight Attendants and AFA-CWA via electronic means. The Company is not required to provide paper official general documents for notices. information. and correspondence related to grievances and hearing decisions, except that the Company will continue to send paper copies of disciplinary letters, Letters of Charge, and hearing/grievance decisions to the affected Flight Attendant(s), unless an affected Flight Attendant opts to receive these communications via electronic means. A Flight Attendant who has opted to receive electronic copies of disciplinary letters, Letters of Charge, and hearing/grievance decisions may revert to receiving paper copies by sending written notice to her/his domicile manager. A Flight Attendant may change her/his option no more than once per calendar year. The Company will provide adequate equipment in domiciles for Flight Attendants to access electronic The AFA-CWA and the Company will meet to communications. discuss Flight Attendant access issues prior to implementation of any new communication methodology.

#### NEW 4.AA. Crew Scheduling Recordings

- 1. The Company shall establish and maintain telephone recording system(s) to record all telephone conversations between Crew Scheduling, including all other departments that regularly perform crew scheduling functions, and Flight Attendants. The recording system shall indicate the time and date of calls.
- 2. Recordings shall be kept for a minimum of sixty (60) days. A specific recorded telephone conversation shall be made accessible to a Local President/designee within seven (7) days after her/his written request and notice of a potential or actual dispute to the Director of Crew Scheduling and/or designee.

- 3. If a relevant recorded conversation 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.
- NEW 4.BB. Reciprocal Cabin Seat

The Company will make reasonable, good faith efforts to enter into reciprocal cabin seat agreements with other airlines, including large international network airlines that provide direct service between domicile cities, provided that the terms for the Company are substantially the same as domestic cabin seat agreements. The Company will not initiate termination of a current Flight Attendant cabin seat agreement with another airline unless the other airline imposes cost or otherwise materially changes the terms and conditions of the cabin seat agreement.

# COMPENSATION

# AMENDED 5.A.1. Domestic Flying

1. Flight Attendants assigned Domestic lines of shall be paid a minimum monthly rate in accordance with the schedule hereinafter set forth:

	12/31/08	Date of Signing	1st Anniversary of Date of	2nd Anniversary of Date of Signing	3rd Anniversary of Date of Signing
			Signing		
1st year	\$1,200	\$1,442	<u>\$1,471</u>	<u>\$1,508</u>	<u>\$1,545</u>
2nd year	\$1,268	<u>\$1,524</u>	<u>\$1,554</u>	<u>\$1,593</u>	<u>\$1,633</u>
3rd year	\$1,349	\$1,621	\$1,653	<u>\$1,695</u>	\$1,737
4th year	\$1,387	\$1,666	\$1,700	\$1,742	<u>\$1,786</u>
5th year	\$1,573	<u>\$1,890</u>	<u>\$1,928</u>	<u>\$1,976</u>	<u>\$2,025</u>
6th year	\$2,068	\$2,485	\$2,535	<u>\$2,598</u>	<u>\$2,663</u>
7th year	\$2,180	<u>\$2,619</u>	<u>\$2,672</u>	<u>\$2,738</u>	<u>\$2,807</u>
8th year	\$2,234	\$2,685	\$2,738	\$2,807	\$2,877
9th year	\$2,307	<u>\$2,772</u>	\$2,827	\$2,898	\$2,970
10th year	\$2,381	<u>\$2,861</u>	<u>\$2,918</u>	<u>\$2,991</u>	<u>\$3,066</u>
11th year	\$2,432	<u>\$2,922</u>	\$2,981	\$3,055	\$3,132
12th year	\$2,490	<u>\$2,992</u>	\$3,052	\$3,128	\$3,206
13th year	\$2,544	\$3,057	\$3,118	\$3,196	\$3,276
14th year	\$2,584	<u>\$3,105</u>	\$3,167	\$3,246	\$3,327

In addition to the above rates of pay, a Flight Attendant shall be paid the following for each credited flight hour in excess of <u>seventy-one (71)</u> hours a month.

	12/31/08	Date of Signing	1st Anniversary of Date of	2nd Anniversary of Date of	3rd Anniversary of Date of
1	¢10 4C	¢20.21	Signing	Signing	Signing
1st year	\$18.46	<u>\$20.31</u>	<u>\$20.72</u>	<u>\$21.23</u>	<u>\$21.76</u>
2nd year	\$19.51	<u>\$21.46</u>	\$21.89	\$22.44	<u>\$23.00</u>
3rd year	\$20.75	<u>\$22.83</u>	<u>\$23.29</u>	<u>\$23.87</u>	<u>\$24.47</u>
4th year	\$21.34	\$23.47	<u>\$23.94</u>	\$24.54	<u>\$25.15</u>
5th year	\$24.20	<u>\$26.62</u>	\$27.15	\$27.83	<u>\$28.53</u>
6th year	\$31.82	\$35.00	\$35.70	\$36.59	<u>\$37.51</u>
7th year	\$33.54	\$36.89	\$37.63	<u>\$38.57</u>	<u>\$39.53</u>
8th year	\$34.37	<u>\$37.81</u>	<u>\$38.57</u>	<u>\$39.53</u>	<u>\$40.52</u>
9th year	\$35.49	<u>\$39.04</u>	\$39.82	<u>\$40.82</u>	<u>\$41.84</u>
10th year	\$36.63	<u>\$40.29</u>	\$41.10	\$42.12	<u>\$43.18</u>
11th year	\$37.42	<u>\$41.16</u>	<u>\$41.98</u>	<u>\$43.03</u>	<u>\$44.11</u>
12th year	\$38.31	<u>\$42.14</u>	<u>\$42.98</u>	<u>\$44.06</u>	<u>\$45.16</u>
13th year	\$39.14	\$43.05	<u>\$43.91</u>	\$45.01	<u>\$46.13</u>
14th year	\$39.75	<u>\$43.73</u>	\$44.60	\$45.72	<u>\$46.86</u>

#### AMENDED

# 2. International Flying

5.A.2.

Flight Attendants assigned International lines of shall be paid a minimum monthly rate in accordance with the schedule hereinafter set forth:

	12/31/08	Date of Signing	1st Anniversary of Date of	2nd Anniversary of Date of Signing	3rd Anniversary of Date of Signing
	¢1.225	<b>\$1.404</b>	Signing	<b>. . . . .</b>	<b>\$1.50</b> (
1st year	\$1,235	<u>\$1,484</u>	\$1,514	<u>\$1,536</u>	<u>\$1,536</u>
2nd year	\$1,304	<u>\$1,567</u>	<u>\$1,598</u>	\$1,622	\$1,647
3rd year	\$1,385	\$1,664	\$1,698	<u>\$1,723</u>	<u>\$1,749</u>
4th year	\$1,423	<u>\$1,710</u>	<u>\$1,744</u>	<u>\$1,770</u>	<u>\$1,797</u>
5th year	\$1,608	<u>\$1,932</u>	<u>\$1,971</u>	<u>\$2,000</u>	<u>\$2,030</u>
6th year	\$2,302	<u>\$2,766</u>	\$2,821	<u>\$2,864</u>	<u>\$2,907</u>
7th year	\$2,412	<u>\$2,898</u>	<u>\$2,956</u>	\$3,001	\$3,046
8th year	\$2,461	\$2,957	\$3,016	\$3,062	\$3,107
9th year	\$2,542	\$3,054	<u>\$3,116</u>	\$3,162	<u>\$3,210</u>
10th year	\$2,592	<u>\$3,115</u>	\$3,177	\$3,225	<u>\$3,273</u>
11th year	\$2,650	\$3,184	\$3,248	\$3,297	<u>\$3,346</u>
12th year	\$2,716	\$3,263	\$3,328	\$3,378	\$3,429
13th year	\$2,767	\$3,325	<u>\$3,391</u>	\$3,442	<u>\$3,494</u>
14th year	\$2,804	<u>\$3,369</u>	\$3,436	\$3,488	<u>\$3,554</u>

In addition to the above rates of pay, a Flight Attendant shall be paid the following for each credited flight hour in excess of <u>seventy-one (71)</u> hours a month:

	12/31/08	Date of Signing	1st Anniversary of Date of Signing	2nd Anniversary of Date of Signing	3rd Anniversary of Date of Signing
1st year	\$19.00	<u>\$20.90</u>	<u>\$21.32</u>	<u>\$21.64</u>	<u>\$21.96</u>
2nd year	\$20.06	\$22.07	\$22.51	\$22.85	\$23.19
3rd year	\$21.31	\$23.44	<u>\$23.91</u>	<u>\$24.27</u>	<u>\$24.63</u>
4th year	\$21.89	\$24.08	\$24.56	<u>\$24.93</u>	\$25.30
5th year	\$24.74	<u>\$27.21</u>	<u>\$27.75</u>	<u>\$28.17</u>	<u>\$28.59</u>
6th year	\$35.42	\$38.96	\$39.74	<u>\$40.34</u>	<u>\$40.94</u>
7th year	\$37.11	<u>\$40.82</u>	\$41.64	\$42.26	<u>\$42.89</u>
8th year	\$37.86	\$41.65	\$42.48	<u>\$43.12</u>	\$43.77
9th year	\$39.11	<u>\$43.02</u>	<u>\$43.88</u>	<u>\$44.54</u>	<u>\$45.21</u>
10th year	\$39.88	<u>\$43.87</u>	<u>\$44.75</u>	<u>\$45.42</u>	<u>\$46.10</u>

11th year	\$40.77	<u>\$44.85</u>	<u>\$45.75</u>	<u>\$46.43</u>	\$47.13
12th year	\$41.78	<u>\$45.96</u>	<u>\$46.88</u>	<u>\$47.58</u>	<u>\$48.30</u>
13th year	\$42.57	<u>\$46.83</u>	<u>\$47.77</u>	<u>\$48.48</u>	\$49.21
14th year	\$43.14	\$47.45	\$48.40	\$49.12	<u>\$50.05</u>

# AMENDED 5. D.

D. <u>Reserves shall be guaranteed seventy-eight (78) hours pay and credit per month,</u> provided that when a reserve is unavailable for duty on a without pay basis, her/his minimum guarantee will be reduced by <u>four hours and twenty minutes (4:20) (1/18<sup>th</sup>) in</u> a thirty (30) day month and four hours and seven minutes (4:07) (1/19<sup>th</sup>) in a thirty-one (31) day month for each day unavailable for scheduled duty.

#### **EXPENSES, TRANSPORTATION AND LODGING**

#### AMENDED 6.A.1.

1. A Flight Attendant when on duty or on flight assignment shall receive:

#### a. Domestic Per Diem

- \$1.73 effective upon Date of Signing\$1.95 effective upon the first anniversary of Date of Signing
- b. International Per Diem

\$2.13 effective upon Date of Signing\$2.50 effective upon the first anniversary of Date of Signing

per hour prorated from the time 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 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 subparagraph will be reduced by the cost of the meal to the Company.

# HOURS OF SERVICE AND CONTRACTUAL LEGALITIES

- AMENDED 7.A.1.
  - **1.** <u>Ninety-five (95)</u> hours of credited flight time shall constitute the maximum for a Flight Attendant in a month.

## AMENDED 7.A.3.

3. Notwithstanding the provisions of sub-paragraph 1 above, a Flight Attendant who is awarded a line of flying for a full month shall fly the ID(s) in such line of flying provided she/he does not exceed <u>ninety-five (95)</u> hours actual flight time maximum.

### AMENDED 7.A.5.

5. A Flight Attendant may not be reassigned if, as a result of this action, her/his monthly flight time would be projected over <u>ninety-five (95)</u> hours credited flight time maximum.

#### AMENDED 7.A.6.

6. If a Flight Attendant is drafted, the result of which projects her/his schedule over <u>ninety-five (95)</u> hours credited flight time the monthly schedule must be adjusted during the month to project her/him to not more than the maximum credited flight time.

### AMENDED 7.A.7.

7. When a Flight Attendant is assigned to flight duty after the beginning date of a <u>bid month</u>, the maximum credited hours for the <u>month</u> shall be reduced on a prorated basis, proportionate to the ratio that the remaining days in said quarter bears to the total number of days in said <u>month</u>.

#### AMENDED 7.A.8.

8. Notwithstanding the provisions of sub-paragraphs 1, 4, 5 and 7 above, a Flight Attendant may, at her/his option, elect to project

(i.e., pick up open flying, trip trade, accept a reassignment) to one hundred (100) hours <u>or over one hundred (100) hours for the month</u>.

- AMENDED 7.D. Eight-Thirty (8:30) in Twenty-Four (24) Limitations
  - 1. Scheduled
    - a. A Flight Attendant may be scheduled or rescheduled to fly eight hours <u>and thirty minutes (8:30)</u> or less within any twenty-four (24) hour period without a prescribed interim rest.
    - b. A Flight Attendant who is scheduled or rescheduled to fly more than eight hours <u>and thirty minutes (8:30)</u> in any twenty-four (24) hour period, must be scheduled <u>to receive</u> <u>at least sixteen (16) hours legal rest at the next layover</u> <u>point after exceeding eight hours and thirty minutes (8:30)</u> <u>of flight time</u>.
    - c. A Flight Attendant who is scheduled or rescheduled so as to be projected over eight hours <u>and thirty minutes (8:30)</u> flight time in any twenty-four (24) consecutive hour period; or if actual flight time is such as to project her/his sequence to over eight hours <u>and thirty minutes (8:30)</u> in a twenty-four (24) consecutive hour period, such Flight Attendant shall not be required to deadhead on any flight in order to lower her/his projected flight time below eight hours <u>and thirty minutes (8:30)</u> in twenty-four (24).
    - d. In the application of this Paragraph, a Flight Attendant will not be required to deadhead on a flight or portion of a flight which she/he was scheduled to fly if such deadhead assignment would be for the purpose of avoiding application of the rest provisions required herein.
  - 2. Actual
    - a. A Flight Attendant who is scheduled to fly eight hours <u>and</u> <u>thirty minutes (8:30)</u> or less without an intervening rest period but whose flight is delayed en route or makes an additional stop or stops en route because of weather, fuel or mechanical reasons, so that the total flight time will exceed eight hours <u>and thirty minutes (8:30</u>), shall

complete the assignment to the point where she/he is next scheduled for a legal rest.

 Whenever a Flight Attendant has flown in excess of eight hours <u>and thirty minutes (8:30)</u> in any twenty-four (24) hour period, she/he shall be relieved from duty at the next scheduled or rescheduled point of rest for at least sixteen (16) hours.

# NEW 7.D.<u>3.</u> <u>Waiver</u>

- 3. A Flight Attendant may knowingly schedule her/himself to fly more than eight hours and thirty minutes (8:30) in a twenty-four (24) hour period through the schedule trading process or by picking up from open flying. The associated rest requirement shall then be considered waived only for the eight-thirty (8:30) in twenty-four (24) legality(ies) created at the time the trade or open flying is awarded. A Flight Attendant shall also have the ability to waive the eight-thirty (8:30) in twenty-four (24) legality(ies) to fly her/his next scheduled flight.
- AMENDED 7.E. Thirty-Five (35) In Seven (7) Limitation

E. For schedule planning purposes, flight schedules may not be arranged to exceed <u>thirty-five (35)</u> flight hours in any seven (7) consecutive twenty-four (24) hour periods. In addition, whenever a Flight Attendant is reassigned, her/his previous actual flight time, plus projected flight time, may not exceed <u>thirty-five (35)</u> flight hours in any seven (7) consecutive twenty-four (24) hour periods. Scheduled flight time not flown due to absences (e.g., vacation, sick leave) will not be a consideration in the application of this Paragraph. These provisions may be waived by an individual Flight Attendant.

AMENDED 7.G.1.b.

b. A Reserve shall be relieved of all duties for <u>twelve (12)</u> calendar days each month at her/his domicile.

#### AMENDED 7.I.1.

Commencement of Duty - Flight Attendants shall report at 1. the designated sign in desk in complete uniform as follows:

a.	Home Domicile	
	Jumbo – B-747, B-767, B-777	1 hour 15 minutes
	Narrowbodies B-737, A320, A319 <u>B-757</u>	1 hour <u>1 hour 15</u> <u>minutes</u>
b.	Layover Point Jumbo	1 hour
	Narrowbodies (except B-757)	45 minutes
	<u>B-757</u>	<u>1 hour</u>

#### AMENDED 7.1.4 Maximum Duty Time

a. A Flight Attendant shall not be scheduled to be on duty in excess of the following limitations, except that with the concurrence of the Union Local Schedule Committee, a Flight Attendant may be scheduled on duty up to fourteen and one-half (14 1/2) hours.

For Duty Period Starting	Scheduled	<u>Actual</u>
0500-1859	13	14 1/2
1900-0459	11 1/2	13

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

#### AMENDED 7.1.6.

When a Flight Attendant's scheduled ID originates out of one airport and terminates at another airport serving her/his home domicile, the

following times will be used as an extension of the duty period. Such times shall be considered as scheduled deadhead time and full pay and flight time credit will be allowed.

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

NEW 7.J.1.e.

e. <u>The Company shall provide a legal rest equal to, or greater than,</u> <u>those Domestic duty periods which exceed ten hours and thirty</u> <u>minutes (10:30).</u>

### NEW 7.J.2.

#### 2. Operational Reliability Incentive

- a. The Company may initiate the following procedures whenever it is anticipated one or more Flight Attendants will be unable to depart on-time following a scheduled layover. These procedures only apply to a layover at a non-domicile location where timely replacement of the Flight Attendant(s) is not possible:
- b. Notwithstanding the provisions of Section 7.J.1.b. above and with the Flight Attendant(s) concurrence, the rest will be a minimum of eight (8) hours free from duty. Provided, however, that:
  - (1) <u>The Flight Attendant(s) are notified prior to, or</u> <u>immediately upon arrival at the layover station of the</u> <u>Company's request to implement this provision, and</u>
  - (2) <u>The layover hotel meets the field layover</u> requirements of Section 7.J.1.b. above, and
  - (3) Transportation to the layover hotel is immediately available upon arrival. If the transportation is not

immediately available, the Flight Attendant(s) may, at their option and after notifying the Company upon their arrival at the hotel, revert to the actual minimum layover under 7.J.1.b. above.

- c. When the Flight Attendant(s) report(s) for duty for the first segment following their rest period under Section 7.J.2., she/he shall each receive five (5) hours of incentive pay at her/his hourly rate.
- AMENDED 7.J.2. (Re-numbered)

<u>3.</u> If on a regular basis, prompt transportation is not available as provided in sub-paragraph 1.b 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) hours.

AMENDED 7.J.3. (Re-numbered)

<u>4.</u> The minimum rest times stated in sub-paragraph 1.a., b., and c. above will apply on an actual basis, except that at a Flight Attendant's option, the legal rest at the home domicile may be reduced to nine (9) hours in order for the Flight Attendant to remain legal for her/his next scheduled flight, or for picking up open flying. Time necessary for legal rest will be exclusive of required debriefing and briefing time and any authorized holding time which is in excess of debriefing.

AMENDED 7.J.4. (Re-numbered)

<u>5.</u> When a Flight Attendant is scheduled out of one airport and into another airport serving her/his home domicile, time spent by the Flight Attendant transferring between such airports shall not be considered as rest time.

AMENDED 7.J.5. (Re-numbered)

<u>6.</u> The Company will not contact Flight Attendants during rest periods at layover points except as set forth below.

If it becomes necessary to notify Flight Attendants of irregularities, or in those cases where a Flight Attendant is at a layover point and does not yet have a return assignment, every attempt will be made to give the assignment prior to the commencement of the rest period. If this is not possible, the Flight Attendant will not be contacted until at least eight (8) hours after commencing her/his legal rest; except that if the departure time of the reassigned flight permits, the contact will not be made until the required legal rest has been satisfied.

- AMENDED 7.J.6. (Re-numbered)
  - <u>7.</u> a. Flight Attendants completing a domestic assignment shall receive a domestic legal rest prior to their next assignment.
    - b. Flight Attendants completing an international assignment shall receive an international legal rest prior to their next assignment.

### MINIMUM PAY AND CREDIT

#### AMENDED 8.C. Application of Scheduled or Actual Time

Actual time from block-to-block or the scheduled time from block-toblock, whichever is greater, recorded cumulatively on a stop-to-stop basis shall be credited for pay purposes and shall be credited toward maximum monthly flight time limitations.

AMENDED 8.G. 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 an ID(s) and is not in position to fly the next scheduled ID(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. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive two hours and thirty minutes (2:30) of pay including premium 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 Section 7, Paragraphs F and G.

#### AMENDED 8.J.1.

1. In the event a lineholder involuntarily loses all or any part of her/his ID(s) in her/his original or adjusted line of flying during the month (except for time lost due to end-of-month schedule conflicts - see Paragraph 4 below), she/he may be reassigned to another ID(s) and shall receive pay and flight time credit on the basis of the total scheduled time shown in her/his line of flying. Such reassignments may be to any open ID(s) for which she/he is legal provided that the assignment does not interfere with the next scheduled ID, and further provided that the ID(s) to which such Flight Attendant is reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than twenty-two (22) hours later than the original scheduled ID. Priority will be given to reassigning Flight Attendants to IDs in the same operation and same number of days.

CLARIFICATION

a. <u>After a Flight Attendant is aware of the reassigned ID, she/he</u> will have the option to decline the reassignment if the number of Reserves available is equal to or greater than the projected number of Flight Attendants needed for the specific time period of the reassignment.

### FLIGHT ASSIGNMENTS AND SCHEDULING PROCEDURES

AMENDED 9.A.1.

1. All flying assigned to each domicile shall be shown in lines of flying and posted for bid, except that the Company shall not be required to make up lines of flying equal to less than <u>seventy-one</u> (71) hours.

#### AMENDED 9.A.3.

3. Domestic and International lines of flying shall be constructed so that the average of all lines at each domicile is not more than <u>eighty-eight (88)</u> hours credited flight time <u>per month</u>. <u>The ninety-five (95)</u> hour flight time maximum limitation shall not apply to line construction

a. Priority will be given to scheduling pure lines of flying.

b. With the concurrence of the Local Scheduling Committee, and where no other International ID(s) is available to create additional line(s) of flying, a Domestic ID may be included in the International line of flying. In such event, the Local Schedule Committee and Inflight Scheduling will mutually agree which ID is to be used.

AMENDED

9.C.3.a (Re-numbered)

<u>a</u>. Until such time as PBS is implemented, at all domiciles and coterminals, lines of flying will be posted for bidding. Printed Key pages and Cover Letters will be available when bids open. Lines of Flying will be available no later than 0800 on the 15th to be available for at least three (3) twenty-four hour (24) periods during the bid process. Bids will remain posted for at least six (6) consecutive twenty-four (24) hour periods and shall be awarded as soon as possible after the close of bidding.

Whenever possible, the schedule will be as follows:

Posted no later than	0800 Hours of the 12th
Closed	0800 Hours of the 18th
Awarded no later than	0800 Hours of the 20 <sup>th</sup>

In the event such schedules cannot be met, the Company shall notify the LEC President at the domicile affected. If more than one domicile is affected, the Company shall notify the MEC President.

AMENDED 9.3.C.c (Re-Numbered)

<u>b.</u> A Flight Attendant may leave a permanent bid on file. If a monthly bid is not received or if a Flight Attendant does not submit a bid into the award system, any permanent bid on file will be used in the primary and relief line award process.

AMENDED 9.C.7. CLARIFICATION

7. Block Bidding

b. First Available Purser Position: Example: <u>17-25F or 25-17F</u>

c. First Available Cabin Position - exclusive of the Purser Position: Example: <u>17-25Y or 25-17Y</u>

AMENDED 9.D.3.

3. If a Flight Attendant is unable to make herself/himself legal at least seven (7) days before the schedule change (or as soon as possible, if she/he does not know the new schedule seven [7] days in advance) <u>Inflight</u> Scheduling will then reschedule the ID(s) involved in such a manner that the reassignment will not make the Flight Attendant illegal for her/his next scheduled ID or sequence of ID(s) or project her/him over <u>ninety-five (95) hours credited flight time for the month</u>. Only with the concurrence of the Flight Attendant may the reassignment interfere with scheduled unassigned days. Such reassignment shall be made prior to the departure of the last trip in the old month. This covers overlapping trips and trips dropped due to <u>eight hours and thirty minutes (8:30)</u> in twenty-four (24), <u>thirty-five (35)</u> in seven (7), one (1) day off in seven (7), or twenty-four (24) in seven (7).

AMENDED 9.E.1.

1. Each Flight Attendant should check the projected time shown on the line of flying she/he is awarded. She/he should also keep records so she/he knows projected credited and actual flight time during the month. The Flight Attendant is also responsible for turning in flight time and holding time reports according to established procedures. The Flight Attendant and <u>Inflight</u> Scheduling are mutually responsible for keeping track of the Flight Attendant's projection throughout the month.

AMENDED 9.E.3.a.

a. A Flight Attendant who is projected over ninety-five (95) hours in a month may follow trip trade procedures, after line bids have been awarded to reduce projected time. If unable to reduce time by the beginning of the third month, she/he must contact Inflight Scheduling for rescheduling. The Flight Attendant may be projected ninety-five (95) hours for the last ID of the month. If it is necessary for a Flight Attendant to drop an ID because of high time, her/his preference as to which ID is to be dropped will be subject to the concurrence of the Flight Attendant and Inflight Scheduling. In the event of a failure to reach agreement, the ID to be dropped will approval be subiect to the of the Crew Resource Manager/designee.

AMENDED 9.E.4.a.

a. A Flight Attendant may work open IDs between scheduled IDs at any time during the month, provided this does not make the Flight Attendant illegal for her/his next scheduled ID or sequence of IDs and does not project the Flight Attendant over <u>her/his monthly</u> maximum if applicable.

AMENDED 9.F.5. CLARIFICATION

5. A Flight Attendant who has signed up for open flying may remove her/his name at any time before being called or notified via the automated communication system for an open ID. Once called or notified, however, she/he must accept the assignment, except when the call is made less than  $\underline{six}$  (6) hours before departure time.

AMENDED 9.G.2.d.

d. <u>Trip trading with open flying for a charter flight shall follow all</u> <u>other provisions of 9.G.4. below.</u>

AMENDED 9.G.2.f. (re-lettered to e.)

f. <u>e</u>. Inflight Scheduling will have the right to disapprove such a trade if it will result in a coverage problem.

AMENDED 9.G.4.a.

a. Lineholders may trade ID(s) in their lines of flying with open flying. <u>They shall have the ability to indicate preferences</u>. These preferences shall include but not be limited to:

Specific IDs, Domestic/International, work positions, number of days, credit time (min/max), layover stations, co-terminals, check-in times, arrival times, equipment.

AMENDED 9.G.4.b.

b. The daily allocation shall not be less than <u>five percent (5%)</u> of the total active Flight Attendant population for each domicile. A fractional number will be rounded up. If the needs of the service permit, Inflight Scheduling may allow the daily allocation to be exceeded.

AMENDED 9.G.4.d.

- d. Section 9.G.2.b. through <u>e</u>. rules will apply.
- NEW <u>9.G.5. Jetway Trades</u>

a. <u>A Flight Attendant may drop the last segment of an ID to</u> another Flight Attendant by calling Crew Scheduling (SK) 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, HKG, LHR, and NRT and other Flight Attendant domiciles, a Flight Attendant may drop the last segment of an ID to another Flight Attendant by calling Crew Scheduling (SK) 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.

b. <u>Crew Scheduling (SK) shall approve the Jetway Trade under</u> the following conditions:

(1) Both Flight Attendants are Lineholders.

(2) The Flight Attendant trading into the last segment must be on an unassigned day and meet all legalities and qualifications required. The trade will not be approved if it results in any legality for either Flight Attendant.

(3) The segment traded is not a deadhead segment.

c. <u>The Flight Attendant who traded into the last segment of the</u> ID must confirm with Crew Scheduling (SK) no earlier than six (6) hours and no later than two (2) hours prior to scheduled departure. She/he must check in for the flight at the designated reporting time and location per Section 7.1., 12.N. or the bid cover letter as applicable.

d. <u>The original Flight Attendant must remain in position and</u> 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 7.I., 12.N. 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.

e. Once the trade is approved, neither Flight Attendant may trade or be awarded PTO, ANP or DAT for the ID or portion of the ID.

<u>f.</u> (1) The value of the ID for the Flight Attendant trading out shall be reduced by the scheduled flight time of the segment traded.

(2) The replacement Flight Attendant's line of flying shall be credited with the greater of the scheduled or actual flight time for the segment.

(3) A Jetway Trade, in and of itself, shall not generate a rig for either Flight Attendant.

g. (1) In the event the original Flight Attendant is reassigned or drafted before the replacement Flight Attendant has confirmed with Crew Scheduling, the Jetway Trade shall be considered void.

(2) In the event the original Flight Attendant is reassigned or drafted from a segment other than the traded segment, the Jetway Trade will be considered void.

(3) In the event the original Flight Attendant is reassigned or drafted from the traded segment after the replacement Flight Attendant has confirmed with Crew Scheduling but before she/he has checked in, both Flight Attendants shall mutually determine who will continue the assignment and shall advise Crew Scheduling. If there is no agreement, the original Flight Attendant will fly the balance of the ID. If the replacement Flight Attendant does not check in, the original Flight Attendant shall be required to complete the assignment.

(4) In the event the replacement Flight Attendant is drafted or reassigned after she/he has checked in, 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 Section 8.A. and 8.B. of the Contract.

(5) If the replacement Flight Attendant is illegal for her/his next ID after completing the traded segment, she/he shall be removed from the ID and shall not receive pay protection nor be subject to reassignment.

AMENDED 9.H.1.c.

c. Flight Attendants awarded open IDs scheduled to depart less than forty-eight (48) hours from time of assignment will be advised via the Company's automated communication system, and the assignment will also be confirmed with the Flight Attendant. If that assignment has not been confirmed <u>eight (8)</u> hours before departure, the ID will be assigned to another Flight Attendant.

#### AMENDED 9.1.2.b.

b. Who has lost her/his flight or ID, 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 ID and not cause her/him to be illegal for her/his next ID or sequence of IDs, reduce days off below the monthly minimum, or project over <u>ninety-five (95)</u> credit hours <u>for the month</u>.

### AMENDED 9.I.4.

4. 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 <u>if applicable</u>. (A Flight Attendant may make up military ANP.)

The following order will apply to this category <u>if the open flying</u> request priority is valid at the time of the award. If the priority is no longer valid, the request shall be considered at the lowest priority.

CLARIFICATION 9.1.4.e. NEW

# e. <u>A Flight Attendant in a Partnership who wishes to increase time</u> up to her/his applicable maximum.

AMENDED 9.I.4.f. (Re-numbering)

<u>f.</u> A Flight Attendant who, with Company approval, desires to make up PTO and ANP.

AMENDED 9.I.4.f. (Re-numbering)

<u>g.</u> Flight Attendant who has lost time due to RDO

### NEW 9.1.7.d.

d. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive two hours and thirty minutes (2:30) of pay including premium and language if applicable for pay purposes only.

# AMENDED 9.J.2.a.(3)

(3) Flight assignments to reserves in excess of the flight time limitations of Sections 7.A., <u>and</u> 12.G.

# AMENDED 9.J.2.a.(5). CLARIFICATION

(5). Holidays will continue to be paid in accordance with Section <u>5.L</u>. at the Flight Attendants' regular rate of pay.

NEW

9.J.3. - Limited Critical Coverage

The Company may elect to declare Limited Critical Coverage. During Limited Critical Coverage, lineholders shall not be required to be available for the two (2) hour standby period. Sections 9.J.1.a.(2), 9.J.1.b.(3), 9.J.1.c., 9.J.1.d. and 9.J.2.b. shall not apply during Limited Critical Coverage. All other provisions of Section 9.J. shall apply.

# AMENDED 9.N.2.

2. When a Flight Attendant is unable to take her/his flight, she/he will notify Onboard Scheduling in not less than <u>eight (8)</u> hours, except in an emergency, before the flight is scheduled to depart, and will in any event give as much notice as possible.

#### **RESERVE SCHEDULING PROCEDURES**

#### AMENDED 10.C.1.b.

b. If there are fewer than twenty (20) reserves for either the International flying, including designated language reserves or Domestic flying, the Company will assign Call-In and Ready status at a minimum of fifty percent (50%) ratio and will include in the bid pages the number and status of assignments to each reserve line of flying.

\*Note: See Sideletter on page 251.

#### NEW 10.C.8.c.

c. A Ready Reserve calling off sick leave on or prior to 0900 shall be considered on call for that calendar day. A Ready Reserve calling off sick leave after 0900 shall be considered on sick leave for that day.

AMENDED 10.D.1.a.

a.<u>(1)</u> A <u>Reserve</u> shall be relieved of all duties for <u>twelve (12)</u> calendar days at her/his domicile.

(2) 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.

(3) The manner in which these days off are sequenced will be determined by each domicile except that such sequences must provided for at least one (1) calendar day off during any seven (7) consecutive days. The Local Union Schedule Committee may recommend sequences of reserve days off which normally will be utilized if they do not result in a need for additional reserves or, in the opinion of <u>Inflight</u> Scheduling, create or compound a potential coverage problem. Such days shall be assigned prior to the beginning of each month and shall be shown on her/his schedule for the month.

(4) No later than three (3) days prior to the schedule change, a Reserve who did not bid for but 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 (1) above. Crew Scheduling shall consider the Flight Attendant's preference as to which day(s) of availability to restore.

NEW 10.D.5.

a. Once a Reserve has been assigned an ID, she/he shall have the ability to trade with another Flight Attendant for an ID; (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 ID credit time cannot differ by more than two (2) hours; and (iv) a Reserve who picks up additional time will be considered to have opted to over hundred (100) hours for the applicable month.

b. Once a Reserve has been assigned an ID, she/he shall have the ability to trade an ID for days off (RDO trade) with a Lineholder. The Reserve guarantee shall be reduced based on the number of availability days vacated.

AMENDED 10.H.1.

1. At the time a reserve bids a reserve line, she/he shall indicate whether she/he elects to be governed by the <u>one hundred (100)</u> hours or over one hundred (100) hours for the month. Additionally, a reserve may opt anytime during the <u>month</u>.

# INTERNATIONAL OPERATION

NEW 12.A.3

3. At Company request a Flight Attendant may concur to extend the provisions of Section 12.A.2. to the F.A.R. duty time maximum.

a. Once a Flight Attendant has concurred to extend her/his duty time maximum, she/he shall be guaranteed a minimum of one hour of pay at five (5) times her/his hourly rate in addition to her/his actual credited time for the ID. Every hour or portion thereof in excess of the first hour shall be paid at five (5) times her/his actual hourly rate.

b. Such compensation is for pay purposes only and may not be used to offset any other guarantees. The Company is prohibited from negotiating with Flight Attendants for any compensation or incentive to obtain a Flight Attendant concurrence.

c. In the application of Paragraph 3. above, it is agreed by the parties that the F.A.R. Scheduled Duty Time maximum of twenty (20) hours shall be applied as the maximum for flights operating under 12.A.2. of the Flight Attendant Agreement.

AMENDED 12.E.2.a.

a. For the first twelve (12) months after the opening of a new International Domicile, lineholders shall be guaranteed a minimum of <u>seventy-one (71)</u> hours pay and credit per <u>month</u>. The minimum monthly guarantee for SEA/HNL Flight Attendants shall continue to be seventy (70) hours.

AMENDED 12.E.2.b.

b. Reserves shall be guaranteed <u>seventy-eight (78)</u> hours pay and credit per month.

AMENDED 12.G.1.

1. <u>Ninety-five (95)</u> hours of credited flight time shall constitute the maximum for a Flight Attendant in <u>a month</u>.

#### AMENDED 12.G.3.

3. Notwithstanding the provisions of sub-paragraph 1 above, a Flight Attendant who is awarded a line of flying for a full month shall fly the ID(s) in such line of flying provided she/he does not exceed <u>ninety-five (95)</u> hours actual flight time maximum.

#### AMENDED 12.G.5.

5. A Flight Attendant may not be reassigned if, as a result of this action, her/his monthly flight time would be projected over <u>ninety-five (95)</u> hours credited flight time maximum.

AMENDED 12.G.6.

6. If a Flight Attendant is drafted, the result of which projects her/his schedule over <u>ninety-five (95)</u> hours credited flight time, the monthly schedule must be adjusted during the month to project her/him to not more than the maximum credited flight time.

AMENDED 12.G.7.

7. When a Flight Attendant is assigned to flight duty after the beginning date of a <u>bid month</u>, the maximum credited hours for the <u>month</u> shall be reduced on a prorated basis, proportionate to the ratio that the remaining days in said <u>month</u> bears to the total number of days in said <u>month</u>.

AMENDED 12.G.8.

8. Notwithstanding the provisions of sub-paragraphs 1, 4, 5 and 7 above, a Flight Attendant may, at her/his option, elect to project (i.e., pick up open flying, trip trade, accept a reassignment) to <u>one hundred (100) hours or over one hundred (100) hours for the month</u>.

AMENDED 12.I.2.c. CLARIFICATION

c. After a Flight Attendant is aware of the reassigned ID, she/he will have the option to decline the reassignment if the number of Reserves available is equal to or greater than the projected number of Flight Attendants needed for the specific time period of the reassignment.

#### AMENDED 12.J.

J. The <u>thirty-five-in-seven (35-7)</u> rule (Section 7.E) and the <u>eight-thirty-in-twenty-four (8:30-24)</u> rule (Section 7.D) shall not apply to International IDs, International lines of flying or to Flight Attendants holding a Domestic line of flying who pick up International IDs

# NEW 12.L.5.

5. At a Company request a Flight Attendant may concur to extend the duty time provisions of Section 12.L. to the F.A.R. duty time maximum.

a. Once a Flight Attendant has concurred to extend her/his duty time maximum, she/he shall be guaranteed a minimum of one hour of pay at five (5) times her/his hourly rate in addition to her/his actual credited time for the ID. Every hour or portion thereof in excess of the first hour shall be paid at five (5) times her/his actual hourly rate.

b. Such compensation is for pay purposes only and may not be used to offset any other guarantees. The Company is prohibited from negotiating with Flight Attendants for any compensation or incentive to obtain a Flight Attendant concurrence.

c. Flights falling under the maximums outlined in Section <u>12.L.3. and 4. of the Agreement shall be restricted to a two (2) hour</u> additional extension.

# AMENDED 12.M.3.

3. Upon returning from an ID of more than five (5) days, a reserve Flight Attendant shall be guaranteed forty-eight (48) hours regardless of the amount of flight time in the last duty period. If the application of this provision projects a reserve <u>over her/his</u> scheduled number of days off, the Company may change a day off to an availability day. Preference as to which reserve day off will be changed will be subject to the concurrence of the Flight Attendant and <u>Inflight Scheduling</u>.

### AMENDED 12.0.3.

3. If a Flight Attendant is unable to make herself/himself legal at least seven (7) days before the schedule change (or as soon as possible if she/he does not know the new schedule seven [7] days in advance), <u>Inflight</u> Scheduling will then reschedule the ID(s) involved in such a manner that the reassignment will not make the Flight Attendant illegal for her/his next scheduled ID or sequence of IDs. In addition, the reassignment must not project her/him over <u>ninety-five (95)</u> hours combination of flight credit and projected time for the <u>month</u>.

#### AMENDED 12.P.1. a.

a. A Flight Attendant who is projected over <u>ninety-five</u> hours in a <u>month</u> may follow trip trade procedures, after line bids have been awarded to reduce projected time. If unable to reduce time by the beginning of the month, she/he must contact Onboard Scheduling for rescheduling. The Flight Attendant may be projected to <u>ninety-five</u> hours for the last ID of the <u>month</u>. If it is necessary for a Flight Attendant to drop an ID because of high time, her/his preference as to which ID is to be dropped will be subject to the concurrence of the Flight Attendant and Onboard Scheduling. In the event of a failure to reach agreement, the ID to be dropped will be subject to the subject to the approval of the Crew Resource Manager.

AMENDED 12.P.2.a.

a. A Flight Attendant may work open ID(s) between her/his scheduled ID(s) at any time during the month, provided this does not cause her/him to be illegal for the next scheduled ID or sequence of IDs and does not project the Flight Attendant over her/his monthly maximum if applicable.

# AMENDED 12.Q.2.b.

b. Who has lost her/his flight or ID, 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 ID and not cause her/him to be illegal for her/his next ID or sequence of ID(s), reduce days off below the monthly minimum or project over ninety-five (95), credited hours for the month.

# AMENDED 12.Q.4

#### 4. A Home Lineholder

A home lineholder who desires to increase flight time, provided the assignment would not disrupt her/his assigned schedule or project over maximum credited hours <u>if applicable</u>. (A Flight Attendant may make up military ANP.)

The following order shall apply to this category <u>if the open flying</u> request priority is valid at the time of the award. If the priority is no longer valid, the request shall be considered at the lowest priority.

CLARIFICATION 12.Q.4.e. NEW

# e. <u>A Flight Attendant in a Partnership who wishes to increase time</u> up to her/his applicable maximum.

# AMENDED 12.Q.4.e. (Re-numbering)

 $\underline{f}.\;$  A Flight Attendant who, with Company approval, desires to make up PTO and ANP.

- AMENDED 12.Q.4.f. (Re-numbering)
  - g. Flight Attendant who has lost time due to RDO.

# NEW 12.Q.7.d

d. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive two hours and thirty minutes (2:30) of pay including premium and language if applicable for pay purposes only.

# SECTION 16 UNIFORMS

# AMENDED 16.B.

B. Newly employed Flight Attendants shall be required to purchase their first basic uniform and accessories. Such purchase may be made either on a cash basis or an authorized payroll deduction basis not to exceed 5.0% of the total cost of said uniform and accessories per month. 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.

# AMENDED 16.C.1.a.

a. Female Flight Attendant basic uniform:

Skirt/jacket/jumper/dress/pants Two (2) hats or one (1) scarf One (1) winter coat or an all-season coat Five (5) blouses or equivalent Maternity skirt/jacket/jumper/dress/pants on request and as appropriate

AMENDED 16.C.2.a.

- Male Flight Attendant basic uniform: Jacket and trousers
  One (1) <u>winter coat</u> or an all-season coat Five (5) shirts or equivalent
  - Two (2) tion/tio too
  - Two (2) ties/tie tac

AMENDED 16.C.3

3. The Company shall provide the same selection of coats for both males and females. The Flight Attendant basic uniform winter coat shall provide at least the same level of protection as the 2009 <u>Melton wool optional coat</u>. If an optional coat is made available, it shall be made available within the yearly point allotment.

NEW 16.C.4.

<u>4. The Company shall provide non-wool uniforms for Flight Attendants with wool allergies.</u>

NEW 16.D.5

5. Flight Attendants on a Leave of Absence, Voluntary Furlough or Involuntary Furlough will receive uniform points upon their return based on the following:

- a. <u>All unused uniform points on the effective date of one of the</u> <u>above referenced statuses will be available to her/him upon</u> <u>her/his return;</u>
- b. <u>Any uniform points accrued prior to the effective date of any of</u> <u>the above referenced statuses for use in the following year will</u> <u>be available upon return;</u>
- c. <u>The combination of unused and accrued points will not exceed</u> <u>the early maximum points accrued by a Flight attendant who is</u> <u>not on any of the above statuses;</u>
- d. <u>Consistent with current policy, points will not be accrued while</u> on any of the above referenced statuses.

AMENDED 16.I.

16.I. Other Personnel Attire

The Company agrees that any personnel other than Flight Attendants on the System Seniority List, with the exception of Company employees covered under Section 4.S, will be attired in something distinctly different than the Flight Attendant uniform, except as provided below.

FE	MALE	Μ	ALE
ALLOWED	DISALLOWED	ALLOWED	DISALLOWED
<u>Skirt</u>	<u>Jacket</u>	Trouser	<u>Jacket</u>
Pants	Jumper	Top Coat	<u>Shirt</u>
Top Coat	Dress	All Season	Ties
		Coat	
All Season	<u>Hats</u>	Tie Tac	Vest
<u>Coat</u>			

Maternity Skirt	Scarf	Footwear	Sweater
<u>Maternity</u> <u>Pants</u>	Blouses	Boots	Wings/Insignia
Footwear	Maternity Jacket	<u>Small</u> Suitcase	Inflight Attire
Boots	Maternity Dress	Gloves	Name Bar
Hosiery	Wings/Insignia	Garment Bag	
<u>Small</u> Suitcase	Name Bar	<u>Large</u> Suitcase	
Large Suitcase	Vests	Belt	
Purse	Sweaters		
Pants Belt	Dress Belt		

# SECTION 17 SENIORITY

AMENDED 17.E. Transfer to Non-Flying or <u>Management</u> Duties

AMENDED 17.E.1.b.

b. A Flight Attendant who transfers to any other position within United Airlines shall retain seniority for one (1) year.

#### VACATIONS

1. After the provisions of Paragraph A of this Section have been complied with, Flight Attendants shall receive twelve (12) days vacation each year provided employment has been continuous. Commencing in the calendar year following the completion of continuous service shown below, Flight Attendants shall receive vacation in the following schedule:

Years of Service	Vacation Days Each Year
Five (5)	Nineteen (19)
Ten (10)	Twenty-Six (26)
Seventeen (17)	Thirty-Three (33)
Twenty-Five (25)	Forty (40)

## NEW 18.B.2.

2. A Flight Attendant shall receive full vacation accrual if she/he has a minimum of ninety seven hours and thirty minutes (97:30) of paid activity in each quarter of the rolling twelve month period ending in the August schedule month prior to the vacation year. A Flight Attendant shall accrue no vacation in a calendar quarter if she/he has less than sixteen hours and fifteen minutes (16:15) of paid activity for that time period. A Flight Attendant shall accrue one twenty-fourth (1/24) of the full vacation accrual for the calendar quarter for every sixteen hours and fifteen minutes (16:15) of paid activity in that quarter. For the purpose of this paragraph only, hours paid for publicity and training shall have the same value as credited flight time. If training is paid under Section 15.G., the greater of the training hours or the flight time credit for the scheduled flight hours missed shall be used.

#### AMENDED 18.K.1.

1. Vacation Pay will be as follows:

<u>a</u>. <u>Effective on [DOS]</u>, vacation pay will be <u>two hours and forty-five</u> <u>minutes (2:45)</u> per vacation day, prorated for any partial day.

b. Effective on the [first anniversary of DOS], vacation pay will be three (3:00) hours per vacation day, prorated for any partial day.

c. Effective on the [second anniversary of DOS], vacation pay will be three (3:00) hours per vacation day, prorated for any partial day. If in the prior vacation accrual year, as defined in Section 18.B., a Flight Attendant has been paid at least nine hundred thirty six (936) hours of flight time credit, her/his vacation pay shall be three hours and fifteen minutes (3:15) hours per vacation day prorated for any partial day.

<u>d</u>. Premium pay is applicable <u>to vacation pay</u> per Section 5.B.3.b. and c., and 12.D.4.e.

#### AMENDED 18.L.3.

3. Vacation pay for the "buy back" option shall be calculated by multiplying the number of days (7, 14, 21, etc.) times the applicable pay credit as set forth in above-paragraph 18.K.1. pursuant to Section 18.K.

AMENDED 18.U.4.

4. Day at a time vacation days will be paid at the <u>applicable</u> rate <u>as</u> <u>set forth in above-paragraph 18.K.1.</u> per day as applicable, pursuant to Section 18.K

# SECTION 19 SICK LEAVE

AMENDED 19.A.1.

1. Flight Attendants shall be credited for sick leave purposes with four (4) hours of sick leave credit for each month during their employment. When a Flight Attendant is paid at least two hundred and thirty-four (234) hours (3 times the Reserve Guarantee) for a calendar quarter excluding sick leave, she/he shall accrue an additional one hour and one half (1:30) credit for that calendar quarter in her/his sick leave bank. A Flight Attendant shall be allowed to accrue up to a maximum of one thousand (1,000) hours. Designated quarters are the bid months of January through March, April through June, July through September, and October through December.

AMENDED 19.A.3.

3. When a <u>Reserve is on sick leave, her/his sick leave credit shall</u> be charged <u>four hours and twenty minutes (4:20) (1/18<sup>th</sup>)</u> of her/his monthly flight time guarantee in a thirty (30) day month, <u>four hours and seven minutes (4:07) (1/19<sup>th</sup>)</u> for a thirty-one (31) day month for each day scheduled to be available for duty.

AMENDED 19.A.4.

A Flight Attendant may be credited with a combination of flight time credit and sick leave credit up to <u>her/his scheduled flight time for the month.</u>

AMENDED 19.A.5 CLARIFICATION

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, <u>one hundred (100) hours, or</u> the (71) hour minimum to the extent she/he has sick leave accrued in her/his bank.

AMENDED 19.A.8.

8. Sick leave for Workers' Compensation injuries will be used to supplement Workers' Compensation lost time benefits up to 100% of pay for the period of lost time or the amount of sick leave hours in the bank, whichever is less and subject to the pay provisions in paragraphs 4 and 5 above. Vacation encompassed by an occupational illness or injury leave shall be paid in addition to Workers' Compensation lost time benefits. 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.

## FILLING OF VACANCIES

## AMENDED 22.A.1

1. A Flight Attendant desiring to transfer to a different domicile may file <u>through the Company's automated system</u> stating the domicile to which she/he desires to transfer. Flight Attendants bidding for vacancies in domiciles where there is more than one operation may either file a bid for one of the operations or may file a bid for all of the operations at the domicile. Nothing herein shall prohibit two (2) domicile bids from being on file by a Flight Attendant.

### AMENDED 22.1. Emergency Transfer

I. When a Flight Attendant desires to vacate her/his domicile assignment for personal reasons due to hardship, the request to vacate shall be considered jointly by the <u>Managing Director</u> <u>Labor Relations</u> 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 vacate the assignment and be assigned to another domicile on a temporary or permanent basis.

#### NEW 22.<u>M. Work Visa Issues</u>

Flight Attendants who lose and/or are unable to maintain their legal ability to continue to work in the country in which they are domiciled, and who are not covered by the provisions of above paragraph L, will be subject to the following:

1. The affected Flight Attendant will immediately provide the Company all documentation necessary to support their request to be accommodated at a domicile location where they have the legal right to work. Such documentation must substantiate that the Flight Attendant took all necessary steps, on a timely basis, to maintain their ability to be based at their current domicile location.

- 2. If the Company determines that the documentation provided satisfies the requirements of above paragraph 1, the Company will advise the AFA of the Flight Attendant's transfer.
- 3. <u>The Company will make the final determination as to the</u> <u>domicile.</u> <u>The Flight Attendant(s) preference(s) will be</u> <u>considered in making such a determination.</u>
- 4. The above procedures will not apply to any Flight Attendant who loses the right to work in their current domicile location due to violation of local immigration law or violation of any other local law(s) that affects their ability to be domiciled in that location.

#### PERSONNEL FILE

#### AMENDED 25.C. Passenger Complaint Letters

1. A passenger complaint letter shall not be placed in a Flight Attendant's personnel file unless:

a. The Flight Attendant is clearly identified in the letter.

b. The alleged misconduct or disservice was something over which the Flight Attendant had control.

c. The letter is reviewed with the Flight Attendant and she/he is afforded the opportunity to add her/his comments to the letter.

- e. The name of the person writing such a report or letter is clearly identified.
- 2. All complaint letters will be removed at the first opportunity from the employee's file after a period of twelve (12) months of active service from the date of their receipt, provided there have been no other infractions during that period. In the event other complaint letters are received at any time during the said twelve (12) months, the letters will be retained in the file until such time that there is a twelve (12) month period of active service with no complaint letters received. In the event discipline is imposed, the complaint letter(s) used as a basis for the discipline will remain in the employee's personnel file for the duration of the discipline.

#### AMENDED 25.E. Inflight Observations

E. Inflight observation reports shall be removed from a Flight Attendant's file after <u>one (1)</u> year of active service from date of issuance, provided that with respect to unsatisfactory reports, no further unsatisfactory inflight observation reports have been issued during that time. Observation reports which are removed from a Flight Attendant's file shall be given to the Flight Attendant. In the event discipline is imposed, the complaint letter(s) used as a basis for the discipline will remain in the employee's personnel file for the duration of the discipline.

### AMENDED 25.K.

K. The Company shall notify a Flight Attendant of any adverse records, reports, correspondence or notations which may serve as the basis for disciplinary action within <u>twenty-one (21)</u> days after receipt by the Flight Attendant's domicile but no more than forty-five (45) days after receipt by the Company. Such reports, after review with the Flight Attendant, shall be placed in the Flight Attendant's personnel file in a timely fashion consistent with the normal office procedure.

#### SYSTEM BOARD OF ADJUSTMENT

AMENDED 27.F.2

2. Cases shall be scheduled for hearing on eighty (80) days during the System Board calendar year. The hearings shall be scheduled during one (1) week each month for a total of sixty (60) days. The additional twenty (20) days of hearings shall be scheduled during the year, five (5) 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.

#### SAFETY, HEALTH AND SECURITY

NEW 31.H. Communicable Diseases

H. If the Centers 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 in-flight duties, the Company shall promptly notify the Flight Attendant, her/his Local Council President and the MEC Safety, Health and Security Chairperson.

#### RETIREMENT

AMENDED 34.B.5.a.

a. The Company will make a direct contribution to the 401(k) Plan ("the Direct Company Contribution") equal to three percent (3%) of a Flight Attendant's Eligible Earnings.

AMENDED 34.B.7. CLARIFICATION

7. Company Matching Contributions

The Company will make a Matching Contribution equal to one-hundred percent (100%) of the first three percent (3%) of Eligible Earnings that a Flight Attendant contributes to her/his 401(k) Plan account on an annual basis.

### DURATION

Section 35.B. (marked against current book)

This Agreement shall become effective [**MONTH AND DAY**, 2012] and shall continue in full force and effect without modification until [**MONTH AND DAY**, 2016], at which date this Agreement shall renew itself in its entirety and annually on each succeeding [<u>MONTH AND DAY</u>] 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 within sixty (60) days, prior to the renewal date.

In accordance with the Expedited Mediation Protocol and Related Agreements, the Parties shall begin preparations for Single Contract Negotiations and shall provide written notice of intended change no earlier than thirty (30) days and no later than sixty (60) days subsequent to the ratification of the Successor Agreement. Negotiations for a Single Collective Bargaining Agreement shall commence no later than one hundred twenty (120) days from the written notice.

Effective as of the date of signing, all side letters remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS:

FOR UNITED AIR LINES, INC.:

Sam Risoli Senior Vice President - Inflight

WITNESS:

FOR THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIR LINES, INC.

Gregory E. Davidowitch President, UAL/AFA MEC Veda Shook International President Association of Flight Attendants – CWA January \_\_\_, 2012

Mr. Gregory E. Davidowitch, President United Master Executive Council Association of Flight Attendants -- CWA 6250 North River Road, Suite 4020 Rosemont, IL 60018

Re: Protection Against Involuntary Furlough

Dear Greg:

This letter will confirm our agreement that for the duration of the 2012 - 2016 Flight Attendant Agreement ("Agreement"), subsidiary United shall not involuntarily furlough any Flight Attendant who is on the s-UA Flight Attendant System Seniority List on the effective date of this Agreement as a direct consequence of modifications to the 2005-2010 Flight Attendant Agreement.

The parties acknowledge that the current s-UA system is over-staffed by 2,100 Flight Attendants, which is not attributable, in whole or in part, to modifications to the 2005-2010 Flight Attendant Agreement, because currently there are United Flight Attendants on voluntary furlough. Prior to any involuntary furlough, the Company will offer voluntary furloughs in accordance with Section 21.A. of the Agreement.

Very truly yours,

Sam Risoli Senior Vice President, Inflight Services

Agreed:

Gregory E. Davidowitch, President S-UA/AFA Master Executive Council Association of Flight Attendants -- CWA

## **Modified Letter of Agreement**

LOA p. 302 Exchange Rates

[DATE]

Gregory E. Davidowitch, President UAL/AFA Master Executive Council Association of Flight Attendants – CWA 6250 North River Road, Suite 4020 Rosemont, IL 60018

Dear Mr. Davidowitch:

In the discussions leading to the 2012 – 2016 Agreement, the Company and the Association agreed to address foreign currency exchange rates for International Domicile Flight Attendant compensation in the manner addressed below:

The parties agreed that, whenever necessary, the following floor exchange rates will be utilized for Flight Attendant compensation purposes:

<u>Domicile</u>	<u>To \$1 US</u>
LHRSW	.56 Pound Sterling
FRASW	.79762 Euro
HKGSW	7.25 Hong Kong Dollars
NRTSW	101.0 Japanese Yen

The purpose of these floor exchange rates is to insure a minimum compensation level for Flight Attendants based at the International domiciles. If on the day payroll is calculated the actual exchange rate for any of the listed locations exceeds the floor rate, the higher rate will be utilized. On a semi-annual basis, the Company and the Association will review the use of these floor exchange rates for the prior year, to determine whether an adjustment is necessary. The Company will provide the Association with a monthly recap by domicile of the actual exchange rates used for each pay period. If substantial fluctuation in any of the above listed currencies occurs as a result of political or governmental changes, the parties will immediately meet to discuss whether an adjustment is appropriate. The Union's recommendations will be considered in any final decision.

Sincerely,

<u>/s/ John D. Nelson</u> John D. Nelson Managing Director Labor Relations – Inflight SIGNING BONUS Letter of Agreement [DATE]

Mr. Gregory E. Davidowitch, President UAL/AFA Master Executive Council Association of Flight Attendants - CWA One O'Hare Center 6250 N. River Road, Suite 4020 Rosemont, IL 60018

Dear Greg:

This confirms our discussion and agreement concerning a Signing Bonus to be paid to s-United Flight Attendants upon ratification and execution of this Collective Bargaining Agreement.

We have agreed that the Company will pay a signing bonus in the amount of five thousand dollars (\$5,000 USD) to each Flight Attendant covered by this Agreement who is on the active payroll as of the date of ratification. Such payments will be paid within 30 days of ratification.

Payments made pursuant to this Letter of Agreement shall be by payroll check or electronic deposit (less applicable taxes and deductions) separate from regular payroll disbursements. Flight Attendants may contribute such payments to their existing 401(k) account consistent with each Flight Attendant's deferral election on file with the 401(k) Plan's record keeper for other wages eligible for deferral under the terms of the 401(k) Plan, and to the extent permitted under applicable laws and regulations without extending incremental benefits to employees not covered by this Agreement.

Sincerely,

P. Douglas McKeen Senior Vice President, Labor Relations

Agreed, this \_\_\_\_ day of \_\_\_\_\_, 2012

Mr. Gregory E. Davidowitch, President UAL/AFA Master Executive Council Association of Flight Attendants - CWA

## Early Out Letter of Agreement

## LETTER OF AGREEMENT BETWEEN UNITED AIR LINES, INC AND THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIR LINES, INC. AS REPRESENTED BY THE ASSOCIATION OF FLIGHT ATTENDANTS – CWA

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act by and between UNITED AIR LINES, INC. (hereinafter referred to as "s-UA" or the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (hereinafter referred to as "AFA" or the "Union".)

S-UA shall offer eligible Flight Attendants a one-time opportunity to separate voluntarily from the Company with a severance payment and retiree pass travel benefits (hereinafter referred to as the "Early Out Program" or "Early Out Package(s)") as set forth below:

- 1. <u>Eligibility</u>: Flight Attendants who satisfy the following conditions: a) are on active s-UA payroll, including voluntary furlough, or on approved leaves of absences, at the time of their bids, b) as of August 31, 2012, will have at least 15 years of service to the Company as a Flight Attendant, and c) have not applied for or been awarded a cross-over or redeployment transfer to the Continental subsidiary. The Company in its sole discretion shall determine the number of Early Out Packages to award. If there are more eligible bidders than Early Out Packages to award, Early Out Packages shall be awarded to the senior eligible bidders, based on system seniority.
- 2. <u>Severance Payment</u>: Within 30 days of their separation of employment, Flight Attendants awarded Early Out Packages shall be paid a lump sum severance payment of twenty-four hundred dollars (\$2,400) per full year of service to the Company as a Flight Attendant, up to a maximum of sixty thousand dollars (\$60,000). All payments will be subject to applicable taxation and withholding.
- 3. <u>Pass Travel</u>: A Flight Attendant who is awarded an Early Out Package and who, on the date of her/his separation from employment, is eligible to retire with retiree pleasure travel privileges under the policies in effect at the time for United employees, shall be entitled to such retiree pleasure travel privileges as part of the Early Out package on the same terms and subject to the same conditions, present and future, as retirees.

A Flight Attendant who is awarded an Early Out Package and who, on the date of her/his separation from employment, is not eligible to retire with retiree pleasure travel privileges, shall be entitled to alternative NRSA pleasure travel ("Early Out Passes") at boarding priority BP8C (or its future equivalent), without vacation passes, for a maximum of 15 years. If during this 15 year period the Flight Attendant "ages" into eligibility for retiree pleasure travel privileges under the policies in effect at the time for United employees, her/his Early Out Passes convert to retiree pleasure travel privileges on the same terms and subject to the same conditions, present and future, as retirees. If 15 years expire without the Flight Attendant aging into eligibility for retiree pleasure travel privileges, her/his Early Out Passes case at the expiration of the 15-year period, and the Flight Attendant is ineligible for retiree pleasure travel privileges.

A Flight Attendant is not eligible for both Early Out Passes and the "20-Year Passes" pursuant to the Resignation -- Special Pass Benefit Letter of Agreement (page 331 of the 2005-2010 sUA/AFA Flight Attendant Agreement).

- 4. <u>COBRA Subsidy</u>: A Flight Attendant who is awarded an Early Out Package and who is not eligible for retiree medical, shall have the option to elect COBRA continued medical coverage for up to 18 months, with the first three months subsidized at the Flight Attendant's active co-worker rate. The Flight Attendant's cost for the final 15 months shall be the full COBRA rate.
- 5. <u>Separation from Employment</u>: Flight Attendants awarded Early Out Packages shall terminate their employment with s-UA effective August 31, 2012 (<u>i.e.</u>, last day of employment shall be August 30, 2012).
- 6. <u>Bid Process</u>: Participation in the Early Out Program is voluntary. The Company will establish the details of the bid process, including the bidding deadline and award date, after discussions with the Union.
- 7. <u>Forfeiture for Conduct</u>: If an eligible Flight Attendant is awarded an Early Out Package, but before August 31, 2012, is charged with conduct that could lead to discharge, the Flight Attendant's Early Out Package shall be held in abeyance pending a hearing pursuant to Section 26.A. of the s-UA/AFA Flight Attendant Agreement, which shall be conducted as soon as practicable. If the outcome of the hearing is anything other than termination of employment, the Flight Attendant retains the Early Out Package. If the outcome of the hearing is termination of employment, the Flight Attendant forfeits the Early Out Package. In a case of termination, if the System Board of Adjustment orders reinstatement, the Flight Attendant shall have the option of taking the Early Out Package in lieu of reinstatement.
- 8. <u>No Implied Changes to Flight Attendant Agreement</u>: This Letter of Agreement does not modify the s-UA/AFA Flight Attendant Agreement except as specifically provided herein.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this \_\_\_\_\_ of January 2012.

# FOR UNITED AIR LINES, INC.

## FOR THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIR LINES, INC.

Sam Risoli Senior Vice President --Inflight Services Gregory E. Davidowitch, President United Master Executive Council Association of Flight Attendants -- CWA, AFL-CIO Attendance Points Letter of Agreement [DATE]

Letter of Agreement

Mr. Gregory E. Davidowitch, President United Master Executive Council Association of Flight Attendants-CWA, AFL-CIO 6250 N. River Road, Suite 4020 Rosemont, IL 60018

Re: Attendance Points

Dear Greg:

This confirms the understanding reached during negotiations for the 2012 – 2016 Agreement. Attendance Points under the Dispute Resolution, Attendance and Performance Management Letter of Agreement shall not be assessed for any absence that is the result of her/his injury on the aircraft caused by verified unannounced clear air turbulence or sudden aircraft movement, passenger assault, emergency evacuation, aircraft accident, hijacking or sabotage.

Sincerely,

<u>/s/ John D. Nelson</u> John D. Nelson Managing Director Labor Relations Inflight Services

## **RESERVE PREFERENCING 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 ATTENDANTS, CWA

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS, CWA (hereinafter referred to as the "UNION".)

During the negotiations between the Union and the Company (collectively, the "parties") leading to the Agreement dated 2012-2016 (the "Agreement"), the parties agreed to implement a Call-In Reserve Preferencing Assignment System ("Preferencing System") that will include the following conditions:

All provisions of the Agreement remain in effect unless modified herein.

#### ORDERING OF FLIGHT ATTENDANTS

Call-In Reserves shall be grouped based on their number of days of availability. Within each group, Call-In Reserves shall be placed in credited flight time accrued (TMAC) order, with first-in-first-out (FIFO) order, then the higher seniority as the tiebreakers if necessary.

#### ORDERING OF ASSIGNMENTS

Assignments in Open Flying 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.

#### FLIGHT ATTENDANT ACTIONS

Reserve preference requests shall be on file no later than 1500 hours for the following day's assignment process.

A Reserve shall have the ability to place up to ten (10) requests on file in priority order.

Each request may preference a specific ID, or an assignment having up to six (6) criteria.

The menu of preferences shall include at a minimum the following criteria:

- a. Co-terminal;
- b. ID length;
- c. International/Domestic;
- d. Layover city;
- e. Earliest Check-In;
- f. Latest Arrival;
- g. Purser/Non-Purser position;
- h. Language;

i. Equipment; (if any one segment of the ID contains a preferred equipment choice, the preference will be considered a match)

j. Standby (based on days required);

k. Position.

## PREFERENCING MATCH

An assignment shall be considered a match when all the criteria listed within a request by a Reserve are satisfied.

## COMPANY ACTIONS

No earlier than one (1) hour prior to the start of the Reserve Preferencing window, the list of assignments in Open Flying will be captured and considered frozen.

## RESERVE PREFERENCING ASSIGNMENT PROCESS

#### PHASE I

The following shall apply for Reserve Preferencing unless as provided in the rules below.

Reserves within each group of days of availability ("day classification") shall be considered for open assignments matching the corresponding number of days of

availability. A Reserve who has submitted a preference request(s) shall be assigned in time accrued order to the first open assignment that matches a request.

If two or more Call-Ins in the same day classification indicate the same preference, the assignment will be made to the Call-In with the least time accrued. If they have the same time accrued, the assignment will be made to the most senior Call-In with the preference.

The Reserve preferencing solution shall make all the assignments that could be matched, and assign the remaining Reserves within each group of days of availability in order to the first legal open assignments.

If the Company makes assignments to Call-Ins outside of day classification, Call-In preferences for ID length outside of day classification will be considered. If Call-In preferences are being considered outside day classification, a preference may not be honored if there is a Call-In available whose days of availability more closely match the assignment.

All Call-Ins, regardless of whether or not they have a preference on file, are eligible for an assignment.

PHASE II

Reserves who have not received an assignment during the preferencing process shall be assigned in accordance with the Reserve Assignment process delineated in Section 10.C.

RESERVE PREFERENCING RULES FOR PHASE I

## MORE ASSIGNMENTS THAN FLIGHT ATTENDANTS

When the number of open assignments is greater than the number of Reserves, the Company shall designate those assignments that shall be left uncovered.

#### QUALIFIED FLIGHT ATTENDANTS

If there is no purser qualified Flight Attendant assigned to the base or equivalent ID, the open Qualified Purser Position shall be filled utilizing preferencing among those qualified.

A Purser qualified position may be assigned to a non purser qualified Flight Attendant only when there are no purser qualified Reserve legal and available. The open qualified purser position shall be filled in accordance with Section 9.F.7.

Language Qualified Positions shall be filled utilizing preferencing among those qualified.

## FLIGHT ATTENDANTS IN MOTION

The Company may deny a preferencing request for an assignment if its check-in time is within one (1) hour of the conclusion of the legal rest associated with the Reserve's projected arrival of her/his current ID.

#### PREFERENCES NOT HONORED

A Flight Attendant may receive an assignment out of time accrued order if she/he is the only Flight Attendant legal, qualified, and available for that assignment.

A Flight Attendant may receive an assignment out of time accrued order if this is the only assignment for which she/he is legal, qualified and available.

A preference may not be honored if it would result in decreasing the number of assignments, or result in earlier departures being uncovered, measured against what could otherwise be covered during the Call-In assignment process in Section 10.C.

The Company may deviate from the above procedures based on Section 10.C.13.

### SYSTEM FAILURE/ MAJOR DISRUPTION

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 accordance with Section 10.C. of the Agreement.

#### DEVELOPMENT AND IMPLEMENTATION

A joint AFA and Company development and implementation committee shall be established comprised of at least one member of each party's negotiating committee. The Committee shall meet and work collaboratively with the Company's reserve preferencing design team as needed during the development and implementation process.

The agreement to develop and test the Call-In Reserve preferencing system is a high priority for the parties, with the understanding that it will be developed and implemented as soon as practicable, which is targeted to be within 12 months after the effective date of this Letter of Agreement.

Prior to the implementation at the first Domicile, in order to ensure the accuracy of the programming, parallel testing shall be completed.

The Committee shall mutually develop educational materials to enable Flight Attendants to understand and effectively use the preferencing system before implementation at any Domicile.

The parties recognize the Reserve Preferencing System will require the development of new automation and that this Letter of Agreement is not intended to cover every aspect of the automation and programing. In the event that programming cannot be accomplished to meet the above requirements, the Company and Union will meet to determine if there are any viable automated alternatives available. If an alternate solution is not agreed upon, this Letter of Agreement shall be null and void.

The Company agrees that after the Call-In Reserve Preferencing System has been implemented, it will meet with the Union to consider whether it is feasible to apply components of reserve preferencing to Ready Reserves.

## RESERVE PREFERENCING ISSUE RESOLUTION COMMITTEE

A Reserve Preferencing Issue Resolution Committee ("Issue Resolution Committee") shall be established to ensure the integrity of the Reserve Preferencing System. For the duration of the [date] Basic Agreement, the Issue Resolution Committee shall be comprised of the same persons who served on the Development and Implementation Committee.

The parties will share information necessary for this system.

The Issue Resolution Committee shall meet each month as needed to review and resolve issues with the Reserve Preferencing System on a system-wide basis. Individual issues shall be submitted to the Issue Resolution Committee for review. The Committee will review an individual issue before it may be advanced to any other dispute resolution process available to Flight Attendants.

In the event there is a major problem with the Reserve Preferencing System, the issue may be escalated immediately to Inflight Division leadership.

# READY RESERVE PREFERENCING

Independent of and separate from the Call-In Reserve Preferencing System, Ready Reserves will be permitted to express preferences for:

- 1. Field Standby;
- 2. Minimum Flying; or

3. Maximum Flying, which will represent an automatic opt to over 100 hours for the applicable month.

The Company will honor Ready Reserve preferences subject to: 1) the 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.

In the event of a system failure or a major disruption to the integrity of the operation, the Company shall be allowed to process Ready Reserve assignments in accordance with Section 10.C. of the Agreement.

It is the intent of the parties that this Ready Reserve Preferencing System will be implemented consistent with the dates of the Call-In Reserve Preferencing System.

This letter shall remain in full force and effect concurrent with the Agreement and shall be subject to the provisions pertaining to duration and amendment contained therein.

IN WITNESS WHEREOF, the parties have agreed to this Letter of Agreement this XX<sup>th</sup> day of \_\_\_\_\_\_, 2012. WITNESS: FOR UNITED AIRLINES, INC.

> Sam Risoli Senior Vice President – Inflight Services

FOR THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIRLINES, INC.

Gregory E. Davidowitch President, United Master Executive Council

Jack Kande Negotiating Committee Chairperson

Shirley Barber

Ken Diaz

Mr. Gregory E. Davidowitch, President United Master Executive Council Association of Flight Attendants-CWA, AFL-CIO 6250 N. River Road, Suite 4020 Rosemont, IL 60018

Re: Roth 401(k)

Dear Greg

This confirms the understanding reached during negotiations for the 2012 - 2016Agreement. The Company will add a Roth 401(k) option to the Flight Attendant 401(k) Plan. All applicable direct and matching contributions to the 401(k) for a Flight Attendant participating in the Roth 401(k) shall be made to the pre-tax options in the 401(k) and not into the Roth (k). The Union and the Company shall mutually agree on necessary modifications to the supplemental contribution process in order to make the Roth 401(k) option compliant with applicable law. The Company commits that the Roth 401(k) shall be available on or about January 1, 2013.

Sincerely,

<u>/s/ John D. Nelson</u> John D. Nelson Managing Director Labor Relations Inflight Services Workers' Compensation Statement Letter of Agreement [Agreed]

# [DATE]

Mr. Gregory E. Davidowitch, President United Master Executive Council Association of Flight Attendants-CWA, AFL-CIO 6250 N. River Road, Suite 4020 Rosemont, IL 60018

Re: Workers' Compensation Statements

Dear Greg:

This confirms the understanding reached during negotiations for the 2012 - 2016Agreement. The Company will request its Workers' Compensation vendor to provide Flight Attendants who are receiving workers' compensation benefits with detailed statements showing both the temporary total disability payments and the reimbursement payments of all related out-of-pocket medical expenses.

Sincerely,

<u>/s/ John D. Nelson</u> John D. Nelson Managing Director Labor Relations Inflight Services Letter of Agreement

## AMENDMENT TO FLIGHT ATTENDANT HOTEL STANDARDS #3

3. Hotels that do not have an on-site automated cash dispensing machine (e.g. ATM) will cash personal checks written by Flight Attendants upon presentation of a United Airlines ID, the minimum amount being fifty dollars, (\$50.00 U.S. dollars). There will be no charge for 800 or credit card access telephone calls. and hotels will not require a credit card and imprint for any services.

#### LETTER OF AGREEMENT by and between UNITED AIR LINES, INC., and the Flight Attendants in the service of UNITED AIR LINES, INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA.

### CROSS OVER HIRING

THIS LETTER OF AGREEMENT, dated January 7, 2012, is made and entered into in accordance with the Railway Labor Act, 45 U.S.C. § 151, et seq. ("RLA") by and between UNITED AIR LINES, INC. ("s-UA"), and the Flight Attendants in the service of s-UA as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA ("AFA").

WHEREAS, the Parties desire to provide for the reasonable and orderly adjustment to staffing resulting from deliveries of aircraft and expansion of flying at CONTINENTAL AIRLINES, INC. ("s-CO"), and for the maximum opportunity for Flight Attendants who wish to work to be able to do so; and

WHEREAS, the Parties recognize that the need for this staffing program will be temporary, lasting only until the operational merger and associated integration of the Flight Attendant workforce are completed; and

WHEREAS, the Parties wish to provide options for Flight Attendants in such circumstances and to mitigate the potential impact resulting from necessary staffing adjustments; and

WHEREAS, the Parties wish to provide these work opportunities in a manner that ensures that Flight Attendant seniority is not impacted for purposes of seniority integration at the combined carrier;

NOW, THEREFORE, the Parties hereby agree as follows:

# A. APPLICABILITY

Flight Attendants at s-UA may elect, on a one-time basis, to cross over to s-CO as provided for below. Flight Attendants wishing to do so must make that election in the manner indicated by s-CO and s-UA (collectively, "the Companies"). The Companies shall grant the elections to the most senior Flight Attendants requesting them, provided that no particular number of Flight Attendants will be transferred, and provided further that the total number of cross over transfers pursuant to this Agreement shall not be greater than, in the Companies' sole judgment, they deem advisable to adjust Flight Attendant staffing at the Companies.

B. CROSS OVERMENT TO S-CO

1. All s-UA Flight Attendants will be provided a one-time opportunity to elect to cross over to s-CO pursuant to the terms of this Letter of Agreement in such manner as the Companies may direct. Bidding for cross over to s-CO will open the day after the signing of a new Collective Agreement and will close thirty days later. Cross overs will be awarded the day following bid closure. An s-UA Flight Attendant who bids for and is awarded a cross over will have a one-time opportunity to revoke such bid not later than ten days after the award of the cross over.

2. Cross over to s-CO will be subject to satisfaction of the terms of paragraph A. above, successful completion of any necessary s-CO Flight Attendant training, no pending disqualifying actions that would prevent the Flight Attendant from flying (e.g., unresolved drug test or other FAA matter, unresolved termination action, etc.) and possession of legal qualification to fly to all of s-CO's destinations.

3. This opportunity shall be open to all s-UA Flight Attendants regardless of whether they are currently working or not, provided that they are ready, willing and able to work.

4. Participation in cross over is completely voluntary. Flight Attendants electing not to participate shall retain all of their current employment rights and entitlements at s-UA without prejudice resulting from such election.

5. Transition to s-CO will be irrevocable if revocation is not exercised within ten days of the cross over award, except if a transitioned Flight Attendant is furloughed involuntarily from s-CO, in which case she/he shall have the right to terminate employment at s-CO and return to s-UA. A Flight Attendant who terminates her/his transition pursuant to this paragraph, will return to s-UA to flying status only if there are no s-UA Flight Attendants on furlough and there are s-UA vacancies. If s-UA Flight Attendants are on furlough the returning Flight Attendant will return to s-UA to either voluntary or involuntary furlough status depending on what her/his s-UA seniority holds. If there are no s-UA Flight Attendants on furlough but there are no s-UA vacancies, the returning Flight Attendant will be placed on Section 23.B. Special Leave of Absence, except with medical and dental benefits and pass travel privileges for the duration of the Special Leave of Absence on the same terms and conditions as an active Flight Attendant. Any Flight Attendant who has elected to cross over to s-CO, has been awarded a position at s-CO, and who subsequently fails to report shall be treated as a s-CO Flight Attendant who fails to report for duty in the circumstances.

6. Except as otherwise expressly provided in this Letter of Agreement, the employment of Flight Attendants on or after the date of their report for s-CO training will in all respects be governed by the terms and conditions of the s-CO/AFA Collective Bargaining Agreement ("CO/AFA CBA").

7. Subject to Federal Aviation Administration ("FAA") approval, s-CO training shall be transition training as determined by s-CO, conducted in accordance with its normal practice for such training. Vacancies will be staffed as they become available in bid seniority order as described in paragraph C below.

# C. SENIORITY

1. Effective thirty-two days after date of signing of the new Collective Agreement, the s-UA Flight Attendants on the cross over list will be put on s-CO payroll in the same relative seniority as they appear on the s-UA system seniority list.

2. S-CO vacancies are anticipated in Newark and Houston. Cross over Flight Attendants will be able to preference Newark or Houston, and those preferences will be honored in bid seniority order unless and until all vacancies are filled at a base. Cross over Flight Attendants who are not assigned to their preferenced base will have an immediate right to place a transfer request on file.

3. Cross over Flight Attendants will use their retained s-UA service credit for purposes of s-CO benefit programs eligibility and accrual rates (including pass travel and jumpseating), except that they will not receive Credited Service under the s-CO Retirement Plan ("CARP" or "Plan") for prior service periods. Cross over Flight Attendants will, however, receive credit for prior s-UA service for purposes of CARP vesting service. (Credited Service under CARP shall begin to accrue on the first date s-CO wages are due, and shall thereafter be subject to the terms of that Plan.)

4. Cross over Flight Attendants will remain on the seniority list at s-UA, and will retain and accrue such seniority while employed at s-CO, it being the Parties' intent that this Agreement shall have absolutely no impact or effect, positive or negative, on the eventual integration of Flight Attendant seniority lists in connection with the merger.

5. Seniority and related matters following completion of all of the events described in paragraph E will be determined solely and entirely by the processes described therein, it being the Parties' intent that this Agreement provide work for current s-UA Flight Attendants but not impact or affect those processes either positively or negatively for any Flight Attendant.

D. TERMS AND CONDITIONS

1. There will be no probationary period at CO.

2. Work records for transitioning Flight Attendants will be transferred to s-CO and will thereafter be treated as s-CO work records.

3. Cross over Flight Attendants shall use their retained s-UA service credit for purposes of pay and benefit accrual rates. For example, a cross over Flight Attendant entitled to receive pay at the seventh (7<sup>th</sup>) year rate in 2012 will be paid \$36.06/hr and receive fourteen (14) days of vacation without FLEX, while a Flight Attendant in her/his eleventh (11<sup>th</sup>) year will be paid \$42.71/hr and receive twenty-one (21) days of vacation unless she/he exercises the FLEX option. Existing sick leave and accrued but unused vacation for cross over Flight

Attendants shall be retained for use at s-CO, but prospective use shall be subject to the terms and conditions of the CO/AFA CBA, and all prospective benefit accruals shall be pursuant to the CO/AFA CBA and applied according to its terms, as provided for similarly-situated CO Flight Attendants, except as otherwise expressly provided herein.

4. S-CO training will begin on a date designated by s-CO, unless deferred by mutual agreement of the affected Flight Attendant and s-CO. Flight Attendants will be required to complete training as established and scheduled by s-CO.

5. During s-CO training, Flight Attendants will be paid eighty-three hours (83:00) per month, prorated for any portion of a month, at the s-CO rate of pay determined pursuant to Exhibits below, and shall be provided hotel accommodations and expenses during such training in accordance with s-CO's normal practice.

6. Upon the completion of s-CO training cross over Flight Attendants will receive a new initial s-CO uniform at no cost, and a lump sum cash payment of \$2,500 to help defray some of the expenses that may be expected to be incurred in connection with this program.

7. Cross over Flight Attendants will participate in s-CO health and welfare plans for calendar year 2013, and will participate in the annual elections along with other s-CO co-workers. Current health and welfare elections and participation will continue through the end of 2012 at which time eligibility for s-UA health and welfare benefits will cease.

8. It is the Companies' intention to align and merge the benefit plans available to co-workers at the subsidiary operations, including but not limited to the defined contribution 401(k) retirement plans. Until the plans are merged, cross over Flight Attendants will maintain current 401(k) balances in the s-UA 401(k) plan, while future employee contributions during employment at s-CO will be deposited in the s-CO 401(k) plan. Cross over Flight Attendants will receive employer contributions to the s-CO 401(k) plan in accordance with the CO/AFA CBA.

9. Cross over Flight Attendants will elect either to be paid (calculated using their current pay rate at s-UA) for accrued but unused vacation, or to select from open time 2012 vacation periods.

10. Cross over Flight Attendants shall be entitled to fee-waived positive space travel between their new s-CO base and their prior s-UA base on any Continental operated flight for ninety (90) days following their graduation from s-CO training for themselves and fee-waived space available travel for the members of their immediate family (i.e., spouse and children) for the same period. Flight Attendants and their immediate family members utilizing this entitlement may not declare themselves, and will not be regarded as, must ride travelers.

E. DURATION

This Agreement shall become effective upon ratification signing, and shall terminate and cease to have any further force or effect when the operational merger of s-CO and s-UA has been completed and the following events have occurred: (1) the Parties have successfully negotiated a Joint Collective Bargaining Agreement governing the employment of all Flight Attendants on the merged system and that agreement has been ratified; and (2) a final and binding, merged Flight Attendant seniority list has been determined and implemented.

AGREED, this \_\_\_\_\_day of January, 2012.

United Air Lines, Inc.

Continental Airlines, Inc.

P. Douglas McKeen Senior Vice President, Labor Relations Senior Vice President Inflight Dated: [DATE], 2012

Sam Risoli Dated: [DATE], 2012

Association of Flight Attendants – CWA

Gregory E. Davidowitch S-UA MEC President [DATE], 2012

# EXHIBITS to CROSS-OVER LETTER OF AGREEMENT

2012 Continental F	Pay Rates
1st 6 mos.	\$20.49
2nd 6 mos.	\$20.49
2nd year	\$23.93
3rd year	\$25.28
4th year	\$27.26
5th year	\$29.25
6th year	\$33.94
7th year	\$36.06
8th year	\$38.01
9th year	\$39.44
10th year	\$41.44
11th year	\$42.71
12th year	\$44.83
13th year	\$46.51
14th year	\$48.45
15th year	\$50.59
16th year	\$52.53

Continental Vacation Accrual		
Completed	Base Vacation	Vacation Plus
Yrs Service	Accrual	<b>Optional FLEX</b>
1 – 4	7 Days	14 Days
5 – 9	14 Days	21 Days
10 – 17	21 Days	28 Days
18 – 24	28 Days	35 Days
25 – 29	35 Days	42 Days
30 and above	37 Days	44 Days

<u>The following Paragraphs, Sections and Letters of Agreement currently in the 2005 – 2010 Agreement, will be deleted from the 2010 – 2016 Agreement:</u>

Section 2.D. Co-Terminals Deleted reference to FLL as a co-terminal for MIA

Section 2.Q. Holiday Delete 1.c. and 1.d which referred to the paid holidays in France and Taiwan

Section 7.I.1 Duty Time Provisions Deleted reference to the DC10

Section 7.I.4. Maximum Duty Time Deleted the note which referenced the Sideletter on page 251

Section 7.I.6. Deleted reference to FLL

Section 9.C.3.a. Deleted reference to the old bidding time line

Section 10.C. 1.b. Reserve Assignment Deleted the note which referenced the Sideletter on page 251

Section 10.H.2. Deleted Reference to Reserves being able to be flown 87 Hours in the third month of the quarter

Section 11.D. Requirement to book reservations for DHDing in non-smoking and reference to being able to smoke while seated in a passenger seat.

Section 12.F.3. Delete reference to the additional \$.25 hourly expenses as it has been included in the new Section 6.A.1.

Section 12.M.5.c.(6).(a). Deleted reference to the DC10

Section 12.P.2.a. Deleted second paragraph which referenced quarterly maximums for opting

Section 12.U.6.

Deleted Reference to Reserves being able to be flown 87 Hours in the third month of the quarter

Section 17.E.1.c. Deleted as no longer needed based on change in Section 17.E.1.b.

Section 17.E.1.d. Deleted

Section 18.K.3. Deleted due to change in how Reserves are paid for vacation

Section 34.B.5.a.(1) and (2) Phase in of the 3% no longer needed

Section 34.B.7.a. Deleted reference to the transition period for receiving Company match on 401(k) contributions.

# LETTERS FROM 2005 - 2010 AGREEMENT TO BE DELETED:

Page No.	Title
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- LOA 244 Blue Ribbon Committee
- LOA 251 Contract Dispute 2003-2009
- LOA 253 Convertible Notes
- LOA 287 Dispute Resolution
- LOA 288 Distribution Agreement (Equity)
- LOA 291 Domestic Legal Rest
- LOA 298 Early Out
- LOA 304 Extended Duty Time
- LOA 305 Extended Duty Time International
- LOA 311 Increase Trip Trade Allocation
- LOA 316 Mailbox Criteria
- LOA 330 Reserve PBS
- LOA 338 Success Sharing
- LOA 340 Supplemental Insurance
- LOA 342 TDY- Domestic and International
- LOA 344 TED Commission
- LOA 348 Vacation Allocation Merge

LOA 349 Visa Issues