



**2012 - 2016  
FLIGHT ATTENDANT  
AGREEMENT**

**ASSOCIATION OF  
FLIGHT ATTENDANTS-CWA**



**2012-2016 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 AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of UNITED AIR LINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA (hereinafter referred to as the "Union").

WITNESSETH

It is hereby mutually agreed:

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## **SECTION 1 RECOGNITION**

The Union, having been certified by the National Mediation Board, is hereby recognized by the Company as the collective bargaining representative of the craft or class of Flight Attendants in the employ of the Company to represent such employees and to negotiate and conclude an Agreement with the Company covering rates of pay, rules and working conditions, in accordance with the Railway Labor Act.

The Company recognizes the right of the Flight Attendants in its employ to perform Flight Attendant work of the nature they have customarily and traditionally performed; provided, however, that nothing herein shall be deemed to limit or restrain the Company's existing right to revise duties from time to time as the Company deems necessary for the needs of the service and provided, further, that nothing herein shall be construed to limit in any way the Company's right to assign supervisory or other personnel to perform non-Flight Attendant functions. Supervisory or other personnel of the Company shall not perform Flight Attendant work, except in emergencies, for instruction purposes, or as otherwise provided in this Agreement.

## **SECTION 2**

### **DEFINITIONS**

A. Calendar Quarter

“Calendar Quarter” means those calendar periods consisting of December 1 through March 1, March 2 through May 31, June 1 through August 31, and September 1 through November 30 of any years, except as may be modified by the provisions of this Section, Paragraph W.

B. Charter

“Charter” means an off-line or on-line flight that is not a regularly scheduled flight which is contracted by a person or group for the transportation of the person(s) or agents or representatives of the group.

C. Conversion

A change from deadhead status to a working status on the same flight.

D. Co-Terminals

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

BWI-IAD-DCA	Serving Washington
LGA-JFK- <u>EWR</u>	Serving New York
MDW-ORD	Serving Chicago
OAK-SFO	Serving San Francisco
BUR-LAX-SNA	Serving Los Angeles

E. Day

A “Day” is a calendar day.

F. Deadheading

“Deadheading” means the transport of a Flight Attendant to or from protecting a flight.

G. Domestic Flying

“Domestic Flying” means all Company certified routes or charter operations within the forty-eight (48) contiguous United States and Canada.

H. Domicile

“Domicile” means a geographical area designated by the Company where Flight Attendants are based.

I. Drafting

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights.

J. Employee

“Employee” as used in this Agreement means a Flight Attendant, male or female, who has completed training as prescribed by the Company and met all of the Federal Aviation Administration’s requirements and whose name appears on the Flight Attendant System Seniority List.

K. Extra Section

“Extra Section” means an on-line flight which is not a regularly scheduled flight but is operated to provide additional service.

L. Ferry

A flight which does not transport revenue passengers. Flight Attendants are considered on a deadhead status on such flights.

M. Purser

“Purser” means a Flight Attendant as defined in Paragraph N of this Section and, in addition, a Purser shall give work guidance to all Flight Attendants on aircraft where more than one (1) Flight Attendant is assigned. When the Company assigns more than one (1) Purser on an aircraft, one of them will be designated Aft Purser.

N. Flight Attendant

A “Flight Attendant” means an employee whose duties consist of performing or assisting in the performance of all cabin safety related functions, all en route cabin service or ground cabin service to delayed or canceled passengers in a resourceful manner, and shall include responsibility to apply these services for the safety, welfare, and comfort of passengers. A Flight Attendant may, from time to time, be requested to participate in publicity and promotional assignments. Such participation shall be on a voluntary basis.

O. Flight

“Flight” is any portion of an ID which is designated by a given flight number.

P. Flight Time

Actual

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

Credited

Credited flight time means the time which is accumulated toward a Flight Attendant’s monthly credited flight time maximum as described in Sections 7 and 12. Credited flight time may be more than but cannot be less than actual flight time.

Q. Holiday

1. Holidays shall be designated as follows:

- a. United States’ “holidays” shall include:  
New Year’s Day, Independence Day, Thanksgiving Day,  
Christmas Day and the Flight Attendant’s Birthday.
- b. United Kingdom’s “holidays” shall include:  
New Year’s Day, Easter Monday, August Bank Holiday,  
Christmas Day and the Flight Attendant’s Birthday.

- c. Hong Kong's "holidays" shall include:  
Chinese New Year, Handover Day, Christmas Day, National Day  
and the Flight Attendant's Birthday.
    - d. Germany's "holidays" shall include:  
New Year's Day, Easter, Unification Day, Christmas Day  
and the Flight Attendant's Birthday.
    - e. Japan's "holidays" shall include:  
New Year's Day, National Founding Day, Greenery Day,  
Emperor's Birthday and the Flight Attendant's Birthday.
  - 2. Flight Attendants will be paid for the holidays specified for her/his  
domicile country. No Flight Attendant shall be eligible to be paid for  
more than five (5) holidays in any calendar year.
- R. Home Domicile  
"Home Domicile" means the specific domicile where a Flight Attendant is  
assigned.
- S. ID  
"ID" means any combination of flying and/or deadheading which is  
arranged between legal rests at the Flight Attendant's home domicile.  
Each ID shall be numbered and dated as required.
- T. Legal Rest  
"Legal Rest" means that amount of time necessary before a Flight  
Attendant is eligible to begin another duty period.
- U. Line of Flying  
"Line of Flying" means a planned sequence of IDs and intervening days  
off for a Lineholder.
- V. Lineholder  
"Lineholder" means a Flight Attendant who is assigned to a line of flying.



## W. Month

“Month” means the period from the first day of, to and including the last day of each calendar month in the year, except that for flight time limitations and pay purposes, January, February and March will each be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February. Leap Year will make February a thirty-one (31) day month, and except that by giving ninety (90) days notice to the MEC President or designee, the Company may consider any thirty (30) day month as a thirty-one (31) day month or any thirty-one (31) day month as a thirty (30) day month.

## X. On Duty

“On Duty” means that period commencing with the time a Flight Attendant is required to and reports to a place designated by the Company for the purpose of flying or deadheading to or from protecting a flight and shall continue through debriefing at a layover point or home domicile. A Flight Attendant shall be considered on duty from the time she/he is scheduled to report and reports for duty as a standby Reserve.

## Y. Open Flying

“Open Flying” means:

1. IDs dropped by Flight Attendants.
2. IDs remaining unassigned after all lines of flying have been constructed for a domicile for the month.
3. All other miscellaneous flying for which compensation is paid.

## Z. International Flying

“International Flying” means all Company certified routes or charter operations between cities within the forty-eight (48) contiguous United States and Canada, and any city(ies) outside the forty-eight (48) contiguous United States and Canada and trips flown as part of the Civil Reserve Air Fleet (CRAF), but including the Military Airlift Command (MAC).

AA. Reassignment

A Lineholder shall be considered as having been reassigned when:

1. The Flight Attendant is illegal or out of position to fly the scheduled flight or ID, or
2. The scheduled flight or ID will not operate as planned and such Lineholder is assigned to cover any other flight or ID under the provisions of this Agreement.

BB. Reserve

“Reserve” means a Flight Attendant who is assigned to a reserve line.

CC. Reserve Line

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

DD. Standby Reserve

“Standby Reserve” means a Flight Attendant on reserve status as defined in Paragraph BB who is called to the airport without a specific flight assignment.

EE. Temporary Duty

“Temporary Duty” means an assignment at other than a Flight Attendant’s home domicile for the purpose of filling vacancies for flight coverage for a period of no more than four (4) consecutive schedule months.

FF. Union

“Union” as used in this Agreement shall mean the Association of Flight Attendants-CWA.

GG. International Domicile

“International” domicile shall refer to those domiciles located outside the forty-eight (48) contiguous United States.

HH. Domestic Domicile

“Domestic” domicile shall refer to those domiciles located within the forty-eight (48) contiguous United States.

### **SECTION 3**

#### **UNION ACTIVITIES**

**A. Bulletin Boards**

1. A locked glass enclosed bulletin board marked “Union” shall be provided by the Company in an area accessible to Flight Attendants, at each domicile point and co-terminal. Keys shall be issued to the Local Executive Council President and the Manager Inflight Service.
2. The bulletin boards are for all Union materials.
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 Relations-Inflight or designee and the MEC President or designee. Bulletin board postings may not contain derogatory remarks about any Company personnel. The following criteria shall be used when reviewing bulletin board postings: factual, non-inflammatory and not derogatory of the Company or its representatives.

**B. Bulletin Books**

Bulletin books marked “Union” shall be provided by the Company at all domiciles and co-terminals.

**C. Locked Boxes**

Locked boxes marked “Union” will be provided by the Company at all domiciles and co-terminals.

**D. Union Activities While On Duty**

Flight Attendants, while on duty, shall not engage in Union activities unless provided for in this Agreement.

**E. Union Pin**

Flight Attendants shall be permitted to wear the official Union pin on a place visible on all Flight Attendant uniforms. The Company reserves the right to designate the location where the official Union pin may be worn.

## F. Transportation

1. Flight Attendants shall be furnished non-revenue, positive space (NRPS) transportation when on approved Union business.
2. The Company shall provide each MEC Officer, MEC Grievance Chairperson, LEC President or acting LEC President, System Board member and Negotiations Committee member a jumpseat travel authority card for use on available cabin jumpseats.

## G. Releases

The Company shall honor all requests of the Union for release of Flight Attendants for Union business consistent with the needs of the service. If an AFA release will cause a Reserve to be unable to be assigned on her/his remaining days of availability, the Reserve will be placed on AFA release for the day requested and for the subsequent days on, in the reserve block. AFA releases may be made up in accordance with the provisions of Section 9.G.3., 9.I.4.d. and 12.Q.4.d at any time in the two (2) subsequent schedule months.

## H. Distribution of Material

The LEC President or her/his specifically authorized designee at each domicile shall be allowed use of Company Flight Attendant mail boxes for distribution of Union materials provided that prior to each distribution the content of such material is reviewed by the Company. Such material shall be reviewed as follows:

1. Single domicile distribution - local Manager of Inflight Service or designee.
2. System wide distribution - Senior Vice President-Inflight Service or designee.
3. If the Union desires to use Company Flight Attendant mailboxes for other purposes than listed above, they may request such use from the Senior Vice President-Inflight Service or designee.
4. The following criteria shall be used when reviewing material to be distributed by the Union in Flight Attendant mailboxes: factual, non-inflammatory and not derogatory of the Company or its representatives.

## I. MEC Information

The Company shall provide the MEC President or designee with the following:

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.
2. A list of all names and addresses of furloughed Flight Attendants.
3. A list of all names and addresses of recalled Flight Attendants.
4. A copy of each monthly flying schedule with key pages, including any additional IDs built after key pages have been printed and all Reserve Move-Up lines.
5. A copy of the current System Seniority List.
6. A current address list of all Flight Attendants at Company cost.
7. On a weekly basis, the number of Flight Attendants drafted daily, as defined in Section 2.I. and the flights and dates involved.
8. The number of charters and International Charters by domicile and the number of hours on a monthly basis.
9. A quarterly list of all transfer requests on file.
10. Each January and July a list of all Flight Attendants who are or have been on special assignment. Such list will include the nature and duration of the assignment(s).
11. Special TDY information
  - a. The names and file numbers of people accepting the assignment as well as the location of such assignments.
  - b. Copies of reserve lines of flying.
12. A copy of the daily Company NewsReal or equivalent.
13. Upon request, the Senior Vice President-Inflight Service will review with the MEC President, the monthly domicile and System Flight Attendant Utilization Report, and the Domicile and System Monthly Flight Attendant costs, as well as the annual summary for each.

14. The names of Flight Attendants displaced, on a monthly basis and the names of the Management and Union employees who displaced.
15. Upon request, the parameters and documentation used to establish the foreign currency exchange rates for Flight Attendant paychecks.
16. Such information shall be provided via automated means, whenever possible.
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.

J. LEC Information

The Company shall provide each LEC President with the following:

1. A monthly list of all Flight Attendant telephone numbers.
2. Relief and reserve move-up lines of flying each month.
3. A list of transfers in and out, new hires and terminations and leaves of absence (the date of commencement and duration) on a monthly basis.
4. A copy of all bid awards. Copies of Flight Attendants' computer bid screens, including relief bids, shall be maintained by the Company for a minimum of one hundred twenty (120) days.
5. A list of all address and telephone number changes monthly.
6. On a weekly basis, the number of Flight Attendants drafted daily, as defined in Section 2.I. and the flights and dates involved.
7. A copy of the domicile seniority list.
8. A monthly list of all flight segments with the number of positions understaffed.
9. A copy of the current System Seniority List.
10. Upon request, a list of open flying requests and assignments.
11. TDY bid notices and the names of all Flight Attendants who are awarded positions in the TDY.



12. Such information shall be provided via automated means, whenever possible.
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.

K. Layover Hotels

1. The Company and the MEC President/designee will select hotels for inspection at layover cities in accordance with the WHQBQ/Union Operating Charter and will compile a list of hotels which provide safe, clean and quiet accommodations with adequate and available eating facilities.
2. In the event that the Union does not agree with the Company's decision on a layover hotel, the MEC President/or designee may request a review of that decision by the Senior Vice President-Inflight Service.

L. Uniform Fire Testing

Material used in future Flight Attendant uniforms shall conform with Class I standards of the Federal Flammability Standards Act, Public Law 88, Section 4a. The Company will provide the results of such tests to the Union prior to manufacturing.

M. Uniform Changes

The MEC President or designee shall be given advance notice in writing of the Company's intent to change or update the uniform and/or accessories or any portion thereof. Subsequent to such notification, the MEC President or designee shall be invited and shall meet with the Company throughout the planning and changeover process, and shall be afforded the opportunity to make recommendations. In the event the Union and the Company disagree with regard to color, fabric, uniform items or accessories, the Union shall be given the opportunity to review their recommendations with the Senior Vice President-Inflight Service prior to making a final decision.

## N. Union Schedule Committees

## 1. Central Schedule Committee

- a. The Company and the Union Central Schedule Committee will meet every month, or more frequently if necessary. The purpose of these meetings will be to review flying assigned to and lines constructed for both Domestic and International Flying.
- b. Hotel, transportation and meal expenses incurred for meetings which involve reviewing the flying assigned to the domiciles will be paid by the Company. Flight pay loss for these meetings will be borne by the Union.

Hotel, transportation and meal expenses incurred for meetings which involve reviewing the construction of lines of flying will be paid by the Union. Flight pay loss for these meetings will be borne by the Company.

All costs incurred for additional meetings required between the Company and the Union involving scheduling issues will be borne by the Company.

## 2. Local Scheduling Committee

- a. A Union Local Schedule Committee shall be established at each domicile. The function and purpose of this Committee shall be to consult with and make recommendations to the Company consistent with the provisions of the Agreement as to the manner in which monthly flying schedules are made up for preferencing 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.

- b. Union Schedule Committees may make recommendations to the Company as to the sequencing of trips for relief and reserve move-up lines as soon as possible after receiving the monthly DSL. These recommendations will be taken into consideration for the construction of the lines.
- 3. In the event a computer program is developed to provide more efficient methods of producing the lines of flying, the Local Schedule Committee will indicate its preference as to the grouping and sequencing of IDs in the lines of flying and reserve days off lines to WHQSK and their recommendations shall be reviewed and utilized in accordance with Paragraph N.2. of this Section in the development of the final monthly flying assignment.
  - a. If it is possible through this computer program to balance time in the lines of flying, the Local Schedule Committee will be given a copy of the lines as they appear both prior to and following such balancing. The Committee shall then be given at least three (3) days to review the lines of flying and to make recommendations to WHQSK for changes it desires to the grouping and sequencing in the lines.
  - b. WHQSK – Inflight Crew Resources will provide the Manager Inflight Service with the lines of flying as soon as it is computed by WHQSK – Inflight Crew Resources.

These computer produced lines of flying shall include on each page the appropriate key page information for the ID numbers appearing on that page.

O. Four Day ID

The Company shall not schedule a three (3) duty period ID which projects into a fourth (4th) calendar day without the mutual consent of the MEC President or designee.

P. 8:30 in 24 Waiver

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

Q. Relief Line Bidding

The Company and the Union shall make relief lines of flying available for bidding by Flight Attendants awarded "RLF" during the general bidding. In the event there is insufficient time, the Company shall notify the LEC President/designee.

R. Union Flight Pay Loss

Upon request, the Company shall provide flight pay loss for ID(s) dropped to a maximum of eighty-five (85) hours per month for Local Council President, or designees, for the purpose of conducting Union business for United Flight Attendants. In addition, the Company shall provide flight pay loss for ID(s) dropped to a maximum of three hundred forty (340) hours per month, to be administered by the Master Executive Council President for the purpose of conducting Union business for United Flight Attendants. It is understood that this time will not be used for the purpose of contract negotiations or for a System Board Member.

Upon request, the Senior Vice President-Inflight Service may authorize additional flight pay loss for issues of mutual interest.

S. The Company shall allot two (2) hours per class at the Flight Attendant Training Center to address each class of trainees by a representative of the Union.

T. Upon request, the Company shall meet with the Union concerning matters relating to Flight Attendants.

U. The Company will make every effort to provide the Union with office space at domicile locations. Such space will be non-contiguous to Inflight Service. If space owned or leased by the Company can be made available, it shall be provided at no cost to the Union. Otherwise, the Company shall assist the Union in obtaining space and related costs will be borne by the Union. The Union will be given no less favorable consideration than any other labor organization in regard to the continued availability of space for union offices on Company property. The Company shall also provide a Unimatic terminal with an associated printer at the MEC and LEC offices. This terminal will be authorized mode 46 access. The Company will retain ownership and perform all required maintenance of the equipment. Additionally a Unitel telephone line shall be provided and all associated costs shall be borne by the Union.

## **SECTION 4**

### **GENERAL**

#### **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 orientation.

#### **B. Marital Status**

Marital status shall not be indicated on any Company records or correspondence except where necessary.

#### **C. Printing Agreement**

The Company shall provide in an established manner each Flight Attendant with a copy of this Agreement, Supplemental Agreements and all associated documents, printed and bound in a convenient pocket size booklet, within sixty (60) days after signing of this Agreement. The outside cover of the booklet shall be subject to mutual agreement between the Union and the Company. Copies of all additional or Supplemental Agreements or Letters of Agreement shall be promptly furnished to all Flight Attendants in such form as to make for ease of insertion into the booklet. The Union shall be responsible for and provide the Company with an index to be placed in each booklet prior to distribution.

#### **D. Flight Crew Lounges**

1. The Company will make a reasonable effort to furnish lounges with an adequate number of reclining chairs or couches at layover stations and at all locations where Flight Attendants are based. Further, the Company shall be responsible for maintaining clean, well-lighted, properly ventilated quiet lounges. The recommendations of the MEC President/designee will be considered in determining the adequacy of any lounge facility.
2. If there is no adequate flight crew lounge at layover stations or locations where Flight Attendants are based the Company shall furnish

comfortable, clean and quiet rooms in a suitable location where Flight Attendants are scheduled at such stations in excess of three hours (3:00). There will be no more than two (2) Flight Attendants assigned to a room. The Company shall include the name and phone number of the hotel in the key pages.

E. Railway Labor Act

During the life of this Agreement, neither the Company, the Union, nor the employees covered by this Agreement will cause, approve, authorize, or support any action inconsistent with the general purposes of, and general duties defined in the Railway Labor Act while the procedural processes of this Agreement and the Railway Labor Act are being followed, or where arbitration is agreed upon, or where a matter is subject to the jurisdiction of the System Board of Adjustment.

F. Emergency Assignments

Irrespective of Section 2.J., under emergency conditions where regular Flight Attendants are not available, the Company may staff flights with employees other than Flight Attendants up to the minimum FAA staffing requirements for the equipment used.

G. Management

Except as otherwise expressly provided, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management.

H. Rules

The Company's General Policy and Inflight Service Manuals shall govern all Flight Attendants insofar as they are not in conflict with this Agreement. Such manuals shall be available to Flight Attendants at all domicile locations.

I. Separate Operations

The Company may establish separate operations within a Flight Attendant domicile. The assignment of equipment to such separate operations will be determined after considering the recommendations of the Union. Such operations shall be considered separate for the purpose of filling of vacancies and reduction of personnel as set forth in Section 21, except



that bids for intra-domicile transfers may be filed after three (3) months and such transfers will be honored in seniority order as vacancies occur.

J. Paychecks

1. Paychecks shall be available for distribution to Flight Attendants at their domicile office not later than the first (1st) or sixteenth (16th) of each month. If paychecks arrive at the domicile before the first (1st) or sixteenth (16th), the Company will process and distribute paychecks upon their arrival in the domicile without delay. Paychecks shall be issued during hours when Inflight Service Personnel are on duty at the domicile office. When no Inflight Service Personnel are on duty, paychecks shall be available during periods of time that there are scheduled arrivals or departures at the domicile.
2. A Flight Attendant shall receive seventy percent (70%) of base pay not later than the first (1st) day of each month.
3.
  - a. Flight Attendant may receive her/his paycheck by mail by providing the Company with a self-addressed stamped envelope.
  - b. Flight Attendants may elect to have their pay electronically deposited in the financial institution of their choice provided such institution accepts electronic deposits.
  - c. The exchange rate for Flight Attendants based in International domiciles will be calculated in accordance with terms of the Exchange Rate Sideletter of February 28, 2012 on page 286 of the Agreement.
  - d. Paystubs shall indicate "earnings" and that these payments are from United Airlines.
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.

K. Airplane Tidying

A Flight Attendant's duties shall include the tidying of aircraft in flight and on through flights. Flight Attendants may be required to perform additional responsibilities beyond tidying, such as trash pick-up and maintaining a neat cabin appearance throughout the trip sequence. Such duties may also include picking up supplies or depositing trash on the boarding device (e.g., jet bridge), but Flight Attendants shall not be required to perform these duties at the termination of a duty day. On terminating flights and flight segments scheduled for three (3) hours or more duration, Flight Attendants shall not be required to perform any tidying duties after terminating passengers have deplaned. A Flight Attendant's duties shall not include the cleaning of any aircraft.

L. Crew Complement

1. The Company will establish from time to time and make available to the Union the standards being used to determine the number of Flight Attendants required on flights to which a variable complement is being applied. Prior to implementing any changes to these standards the Company will advise the MEC President or designee. Every reasonable effort will be made to monitor and staff consistent with these standards.
2. The Company agrees to meet with Union representatives at their request at mutually agreeable times to afford them the opportunity to make recommendations concerning the staffing of Company aircraft with Flight Attendants. If the MEC President brings to the Company's attention a situation where in her/his opinion, due to the type of service required, serving time and number of passengers, the crew complement creates a marginal service condition (i.e., if the Flight Attendant crew cannot complete their work assignments as per standard practices within the allotted times), the Company will act expeditiously to investigate the problems. If, in its investigation, the Company does not agree that the addition of a Flight Attendant is justified, the Company will provide the MEC President with the reasons therefor.
3. The MEC President may request a review of this determination by the Senior Vice President-Inflight Service and copies may be provided to the President and Executive Vice President and Chief Operating Officer.

4. For minimum bid crew complement, see Section 9.C.1.

M. Pass Transportation

It is agreed that the pass transportation regulations as established by Company policy will apply to Flight Attendants and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union the reason therefor and affording the Union an opportunity to confer with the Company. It is further understood that any additional pass entitlements extended to other employees during the term of this Agreement will also be extended to the Flight Attendants, surviving spouses and/or their dependents.

N. Jury Duty

A Flight Attendant who is called upon to perform jury duty shall receive flight pay credit for any flight time loss (daily vacation rate for Reserves). The Flight Attendant shall be available for rescheduling on those days originally scheduled for duty which do not conflict with the jury duty assignment; however, after five (5) or more consecutive days of jury duty, or combination of flight duty and jury duty, the Flight Attendant will be guaranteed two (2) additional days off with pay. Any compensation or expenses provided by the court may be retained by the Flight Attendant.

O. Court Witness

1. A Flight Attendant who is called upon to appear in court as a witness for the Company shall receive flight pay credit for any time loss (daily vacation rate for Reserves). The Flight Attendant shall be available for rescheduling on those days originally scheduled for duty which do not conflict with the court appearance date(s). However, after five (5) or more consecutive days as a court witness, or a combination of flight duty and court witness activity, the Flight Attendant will be guaranteed two (2) additional days off with pay. The Flight Attendant who appears in court as a witness for the Company will be reimbursed for reasonable actual expenses incurred.
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 monthly maximum flight time (DNF). Such DNF may be made up in accordance with the open flying provisions.

P. Marriage

Marriage will not disqualify a Flight Attendant from continuing in the employ of the Company as a Flight Attendant.

Q. Special Assignments

1. Flight Attendants may be assigned by the Inflight Service Division on a voluntary basis to special assignments that are non-managerial in nature and that are related to the Flight Attendant position.
2. Flight Attendants awarded any combination of special assignments in excess of one hundred eighty (180) days in a calendar year, shall accrue seniority for a maximum of one hundred eighty (180) days in the calendar year while on special assignment and thereafter shall only retain seniority.

R. Cabin Jumpseat Authority (CJA)

1. Flight Attendants shall be granted authority to use the cabin jumpseat in accordance with the Company regulations and procedures, including the ability to utilize the jumpseat while traveling in appropriate First Class pass travel attire with airline ID.
2. The use of cabin jumpseat authority will be restricted to Flight Attendants employed by the Company, Inflight Service personnel and others specifically authorized by the Senior Vice President-Inflight Service.
3. Jumpseat authority shall not be denied due to aircraft weight restrictions.

S. Displacement

A Flight Attendant Instructor, Supervisor-Inflight Service or a Flight Attendant on a Union leave of absence whose name appears on the Flight Attendant System Seniority List may displace a Flight Attendant on any ID(s). A Flight Attendant Instructor, Supervisor-Inflight Service, Staff Representative - Safety or any Inflight Service management personnel who has direct responsibility for the development and/or implementation of Inflight Service policies and procedures whose name does not appear on the Flight Attendant System Seniority List may displace six (6) times per year. Further, such individuals shall be governed by all flight time and duty time provisions of the Agreement and shall only displace on an

ID(s) which has first been assigned to either a Lineholder or Reserve. It is recognized the above stated application does not apply in those instances where the provisions of Paragraph F of this Section have been initiated.

T. Emergency Time Off

Flight Attendants shall be entitled to time off without loss of pay up to a maximum of three (3) days, in the event of death in her/his immediate family or spouse's immediate family, in accordance with Company policy.

U. Speakers Bureau

Flight Attendants may voluntarily organize Speakers Bureaus at each domicile for the purpose of receiving and fulfilling requests by outside organizations for Flight Attendants to speak to their organization on various topics, including the job of a Flight Attendant, how to pack a suitcase, etc. It is understood that Flight Attendants participating in Speakers Bureau activities do so on a voluntary basis. Upon request and to the extent possible, the Company shall furnish such Speakers Bureaus with materials, posters, films, etc., to use in their speaking engagements. Assignments made by such Speakers Bureaus shall not be considered publicity assignments within the meaning of Section 5.G. of this Agreement. Flight Attendants fulfilling a speaking engagement assigned by the Speakers Bureau shall be reimbursed for reasonable actual meal and travel expenses (automobile) when supported by a receipt.

V. Personal Time Off

Guaranteed PTO time will be made available to Flight Attendants on a daily basis regardless of Critical Coverage. Guaranteed PTO will consist of one per cent (1%) of a domicile's active Flight Attendant population on any day. Such PTO will be granted on a seniority basis a day at a time to Flight Attendants; however, to ensure equitable distribution, Flight Attendants may use the guaranteed PTO for eight (8) days a year. The daily percentage will be allocated in two (2) equal parts (any fraction will be allocated to the fifteen [15] day-in-advance portion). The first part will be awarded fifteen (15) days in advance. Any unused PTO will be allocated to the corresponding five (5) days-in-advance portion. A one (1) day notice will be required to qualify for the remaining guaranteed PTO time. If the needs of the service permit, however, any unused slots may continue to be available until 0001 of the requested day. Such requests will have priority over regular ANP.

1. PTO shall not be awarded to a Flight Attendant who is on duty and unavailable to utilize such PTO.
2. Flight time lost due to Personal Time Off may be made up during the month taken if authorized by Inflight Scheduling.
3. If a PTO day will cause a Reserve to be unable to be assigned on her/his remaining days of availability, the Reserve will be placed on PTO for the day requested and CNF for the subsequent days on, in the reserve block.

W. New Equipment

1. New equipment as provided by this sub-section means any equipment placed into service by the Company of an aircraft type or series which is not in service on the date of signing.
2. The Company will notify the MEC President/designee of any decision to place new equipment into service. The Union will receive copies of all interior design plans, including revisions of such plans. The Union's input to such plans will be considered during the design process.
3. Minimum Bid Positions
  - a. Minimum bid positions for new equipment will be equal to one (1) Flight Attendant per fifty (50) passenger seats for aircraft with up to two hundred and fifty (250) passenger seats. For new equipment with two hundred and fifty-one (251) passenger seats or more, the minimum bid positions will be one (1) Flight Attendant per fifty (50) passenger seats plus one (1) additional Flight Attendant.
  - b. The Company will confer with the Union to determine the position assignments available for bid in accordance with Section 9.C.6. prior to placing such new equipment into service.
4. International On-Board Rest Facilities

On new equipment scheduled to fly eight (8) hours or more, or which is later redeployed to fly eight (8) hours or more, sufficient facilities will be installed to accommodate crew rest breaks. Such facilities will be no less favorable for comparable new equipment than those provided by Section 12.M.5(b) and (c) for aircraft specified therein. The forego-



ing is not intended to change, replace or modify the provisions of Section 12.M.5. of the Agreement.

5. Premium Pay

- a. Premium pay will be no less favorable for comparable new equipment than that provided in Section 5.B.1. and 2. and Section 12.D.4. for aircraft specified therein.
- b. Should the Company place into service any of the following aircraft types, or series thereof, those aircraft will be classified as narrow-body or wide-body as listed below:

<u>Narrow-Body</u>	<u>Wide-Body</u>
F-100	MD 11
MD 80-90	A 310
A321	A 330
	A 340

Should the Company place into service any new equipment of an aircraft type not included in this list, such new equipment should be treated for this purpose the same as the aircraft type on the above list or currently in service that is most comparable to such new equipment.

X. Crossing Picket Line

The Company will not require Flight Attendants to layover at any hotel whose employees are on strike and who are picketing the layover hotel or to deadhead off-line on any airline whose employees are on strike and who are picketing the airport(s) through which Flight Attendants must travel. If alternative accommodations cannot be found, the Company will make every effort to transport Flight Attendants so as to avoid picket lines.

Y. Electronic Bulletin Board

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

#### Z. Electronic Communications

The Company may communicate with Flight Attendants and AFA-CWA via electronic means. The Company is not required to provide paper documents for official notices, general 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 communications. The AFA-CWA and the Company will meet to discuss Flight Attendant access issues prior to implementation of any new communication methodology.

#### 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.

#### 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 substan-

tially 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.

## SECTION 5 COMPENSATION

### A. 1. Domestic Flying

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

	<u>02/28/12</u>	<u>02/28/13</u>	<u>02/28/14</u>	<u>02/28/15</u>
1st year	\$1,442	\$1,471	\$1,508	\$1,545
2nd year	\$1,524	\$1,554	\$1,593	\$1,633
3rd year	\$1,621	\$1,653	\$1,695	\$1,737
4th year	\$1,666	\$1,700	\$1,742	\$1,786
5th year	\$1,890	\$1,928	\$1,976	\$2,025
6th year	\$2,485	\$2,535	\$2,598	\$2,663
7th year	\$2,619	\$2,672	\$2,738	\$2,807
8th year	\$2,685	\$2,738	\$2,807	\$2,877
9th year	\$2,772	\$2,827	\$2,898	\$2,970
10th year	\$2,861	\$2,918	\$2,991	\$3,066
11th year	\$2,922	\$2,981	\$3,055	\$3,132
12th year	\$2,992	\$3,052	\$3,128	\$3,206
13th year	\$3,057	\$3,118	\$3,196	\$3,276
14th year	\$3,105	\$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 seventy-one (71) hours a month:

	<u>02/28/12</u>	<u>02/28/13</u>	<u>02/28/14</u>	<u>02/28/15</u>
1st year	\$20.31	\$20.72	\$21.23	\$21.76
2nd year	\$21.46	\$21.89	\$22.44	\$23.00
3rd year	\$22.83	\$23.29	\$23.87	\$24.47
4th year	\$23.47	\$23.94	\$24.54	\$25.15
5th year	\$26.62	\$27.15	\$27.83	\$28.53
6th year	\$35.00	\$35.70	\$36.59	\$37.51
7th year	\$36.89	\$37.63	\$38.57	\$39.53
8th year	\$37.81	\$38.57	\$39.53	\$40.52
9th year	\$39.04	\$39.82	\$40.82	\$41.84
10th year	\$40.29	\$41.10	\$42.12	\$43.18
11th year	\$41.16	\$41.98	\$43.03	\$44.11
12th year	\$42.14	\$42.98	\$44.06	\$45.16
13th year	\$43.05	\$43.91	\$45.01	\$46.13
14th year	\$43.73	\$44.60	\$45.72	\$46.86

## 2. International Flying

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

	<u>02/28/12</u>	<u>02/28/13</u>	<u>02/28/14</u>	<u>02/28/15</u>
1st year	\$1,484	\$1,514	\$1,536	\$1,559
2nd year	\$1,567	\$1,598	\$1,622	\$1,647
3rd year	\$1,664	\$1,698	\$1,723	\$1,749
4th year	\$1,710	\$1,744	\$1,770	\$1,797
5th year	\$1,932	\$1,971	\$2,000	\$2,030
6th year	\$2,766	\$2,821	\$2,864	\$2,907
7th year	\$2,898	\$2,956	\$3,001	\$3,046
8th year	\$2,957	\$3,016	\$3,062	\$3,107
9th year	\$3,054	\$3,116	\$3,162	\$3,210
10th year	\$3,115	\$3,177	\$3,225	\$3,273
11th year	\$3,184	\$3,248	\$3,297	\$3,346
12th year	\$3,263	\$3,328	\$3,378	\$3,429
13th year	\$3,325	\$3,391	\$3,442	\$3,494
14th year	\$3,369	\$3,436	\$3,488	\$3,554

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

	<u>02/28/12</u>	<u>02/28/13</u>	<u>02/28/14</u>	<u>02/28/15</u>
1st year	\$20.90	\$21.32	\$21.64	\$21.96
2nd year	\$22.07	\$22.51	\$22.85	\$23.19
3rd year	\$23.44	\$23.91	\$24.27	\$24.63
4th year	\$24.08	\$24.56	\$24.93	\$25.30
5th year	\$27.21	\$27.75	\$28.17	\$28.59
6th year	\$38.96	\$39.74	\$40.34	\$40.94
7th year	\$40.82	\$41.64	\$42.26	\$42.89
8th year	\$41.65	\$42.48	\$43.12	\$43.77
9th year	\$43.02	\$43.88	\$44.54	\$45.21
10th year	\$43.87	\$44.75	\$45.42	\$46.10
11th year	\$44.85	\$45.75	\$46.43	\$47.13
12th year	\$45.96	\$46.88	\$47.58	\$48.30
13th year	\$46.83	\$47.77	\$48.48	\$49.21
14th year	\$47.45	\$48.40	\$49.12	\$50.05

3. a. Notwithstanding sub-paragraphs 1. and 2. above, Flight Attendants will be paid Domestic rates of pay for Domestic ID(s) flown and International rates of pay for International ID(s) flown in addition to any ID(s) scheduled in her/his line of flying or for ID(s) traded with open flying or with other Flight Attendants, except Flight Attendants assigned to an International line of flying or an International Reserve line who are involuntarily assigned to a Domestic ID(s) shall be guaranteed International rates of pay for such ID(s).
- b. A Flight Attendant who is awarded a relief line of flying which contains both Domestic and International ID(s) shall have a Line guarantee equal to the value of the Domestic ID(s) plus the value of the International ID(s) at her/his rate of pay.

B. Premium Pay Positions

1. In addition to regular compensation, a Flight Attendant shall receive the following hourly rates of compensation for each credited flight hour and all ground holding time when designated and performing as Purser:

B-737 Series, A320 Series, B-757 Series, A319 Series	\$1.99
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B-747, B-777, DC-10 and B-767 Series Purser	\$3.96
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Aft Purser B-747	\$2.19
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2. When performing in the following positions, in addition to regular compensation, a Flight Attendant shall receive the following hourly rates of compensation for each credited flight hour and all ground holding time:

B-747 Lower Galley, aft & forward	\$0.97
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First Class Galley - Main Deck for 747-400, 747-200 with more than 24 passenger seats**	\$0.97
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\*\*and on any new or reconfigured equipment requiring a substantially similar service as required for the first class galley main deck.

3. a. Such compensation shall be paid on a per hour basis for aircraft flown, except vacation pay shall be paid in accordance with sub-paragraph b. below.
  - b. Flight Attendants who were paid four hundred fifty (450) credited hours, excluding vacation, in any Purser position in the previous calendar year shall be eligible for non-qualified premium pay for her/his vacation(s). In addition, Flight Attendants who are paid four hundred fifty (450) credited hours, excluding vacation, in a qualified Purser position in the previous calendar year shall be eligible for qualified Purser pay for her/his vacation(s).
  - c. Flight Attendants who were paid four hundred fifty (450) credited hours, excluding vacation, in premium pay positions in the previous calendar year shall be eligible for galley premium pay for her/his vacation(s).
- C. A Lineholder's minimum monthly guarantee shall be reduced by the amount of scheduled time she/he misses during a month as a result of being unavailable for duty on a without pay basis.
- D. Reserves shall be guaranteed seventy-eight (78) hours pay and credit per month, provided that when a Reserve is unavailable for duty on a without pay basis, her/his minimum guarantee will be reduced by four hours and twenty minutes (4:20) one-eighteenth (1/18th) in a thirty (30) day month and four hours and seven minutes (4:07) one-nineteenth (1/19th) in a thirty-one (31) day month for each day unavailable for scheduled duty.
- E. Reserve Override
- In addition to Paragraph D above, a Reserve shall be compensated at the following rate prorated for each credited flight hour:
- \$1.93
- F. Credited time shall be used to compute total hours of flying during a month for purposes of determining a Flight Attendant's compensation (base pay and incentive pay).

- G. Lineholder on unassigned days and Reserves (in addition to their minimum guarantee) shall be allowed Five Dollars (\$5.00) per hour prorated for performing publicity assignments. For each day of a publicity assignment, the hourly rate shall commence at the time the Flight Attendant reports to the place as designated by the Company and shall terminate at the time released.
- H. Understaffing Pay

Should a flight be dispatched with less than the total number of Flight Attendants onboard required by the Company standard, each Flight Attendant working the flight will be compensated at the rate of Five Dollars (\$5.00) per hour or fraction thereof for each Flight Attendant absent, block to block and for holding time when a meal is served.
- I. Night Pay

In addition to all other compensation, Flight Attendants will receive Thirty-Five Cents (\$.35) per hour, prorated, for each actual flight hour worked as a member of the crew between the hours of 2200-0600 based on the departure of the flight segments.
- J. Success Sharing
  - 1. Performance Incentive Program
    - a. Flight Attendants will participate in an annual incentive program that aligns the interests of management and other employees.
    - b. Prior to each calendar year beginning with 2004, the Compensation Committee of the UAL Board of Directors ("BOD") will establish a performance incentive formula (the "Annual Incentive Formula") that will provide a "Threshold" or minimum incentive payment, a "Target" or average incentive payment and a "Maximum" incentive payment for senior management, other management, Flight Attendants and other employees.
    - c. The Annual Incentive Formula will be based on the following performance measures as reasonably weighted by the Compensation Committee. Each business unit (e.g., United Airlines, ULS) may have its own incentive plan measures. For example: financial performance (e.g., EBITDAR margin, pre-tax margin), operational performance (e.g., on-time performance), customer satisfaction



(e.g., intent to repurchase), employee engagement, safety performance (e.g., lost time injuries) and reasonably comparable measures as adopted by the Committee.

- d. A significant cash portion of the target cash compensation of management employees is payable through the Annual Performance Incentive Program. It is understood that the Compensation Committee of the BOD will, from time to time, review and adjust the target compensation levels, cash compensation levels and the portion of cash compensation at risk, provided that such compensation at risk remains a significant portion of the target cash compensation of management employees.
- e. Flight Attendants will receive the following cash incentive payments based on United's actual performance under the annual incentive program (with linear interpolation between the performance points).
- f. Qualifying "Wages" shall include base pay, holiday pay, sick pay, vacation pay, overrides and premiums but shall exclude expense reimbursement, incentive or profit sharing payments, pension payments, imputed income or other similar awards or allowances.
- g. Incentive payments will be made to Flight Attendants on the same date as incentive payments are made to management employees.
- h. Incentive payments will be recognized as earnings under the United Airlines Defined Contribution Program. Incentive payments will not be recognized as earnings for all other benefits under the Flight Attendant Agreement.
- i. The incentive plan will cover each calendar year beginning in 2004.
- j. Incentive payments will be paid to the Flight Attendant, subject to applicable 401(k) deferral election, withholding and taxes.
- k. The Company will provide any information requested by the Association to audit calculation of UAL's performance under the incentive plan and under the profit sharing program below. Any disputes over incentive payment and profit sharing calculations will be subject to the procedures of Sections 26 and 27, on an expedited basis.

## 2. Profit Sharing Program

- a. The Profit Sharing Plan shall become effective on January 1, 2006. The Union will advise the Company whether in lieu of a cash distribution, Flight Attendants profit sharing distribution should be made as an additional Direct Company Contribution to the Flight Attendants' 401(k) Plan accounts.
- b. All Flight Attendants who have completed one year of service as of December 31st of the year for which Pre-Tax Earnings are being measured will be eligible to participate in a pre-tax profit sharing program with respect to calendar years beginning in 2005.
- c. Pre-tax Earnings is UAL consolidated net income as determined in accordance with U.S. generally accepted accounting principles (GAAP), but excluding (i) federal, state and local income tax expenses (or credit); (ii) unusual, special or nonrecurring charges or (iii) charges with respect to grant, exercise or vesting of equity, securities or options granted to UAL and United employees, and (iv) expenses associated with the profit sharing contributions.
- d. In the event that the Company has more than \$10 million in Pre-Tax Earnings in the relevant calendar year, then the Annual Profit Sharing Pool shall be 7.5% of Pre-Tax Earnings in 2006 and shall be 15% of Pre-Tax Earnings in each calendar year thereafter.
- e. The allocation to each eligible Flight Attendant will be a pro rata share of the Annual Profit Sharing Pool based on the ratio of the Flight Attendant's Considered Earnings, (as defined in the Success Sharing Plan) for the year to the aggregate amount of Considered Earnings for all eligible employees that year.
- f. Profit Sharing payments will be made no later than April 30th each year.
- g. Profit Sharing payments will be paid to the Flight Attendant, subject to applicable 401(k) deferral election, withholding and taxes.

## K. Work Stoppage

A Flight Attendant's guarantee will be reduced in accordance with the ANP principles of Paragraphs C and D above, for any period during which there is no work because all or part of the Company's aircraft are not available for flight, due to action by governmental authorities or because of work

stoppage or reduction in connection with a labor dispute, or other circumstances beyond the control of the Company. In addition, the furlough provisions of Section 21 shall not apply in any of the circumstances listed above.

Flight Attendants placed on ANP status in accordance with the above Paragraph shall be given recall notice as per the following schedule:

<u>Duration of ANP Status</u>	<u>Recall Notice</u>
1 - 14 days	24 hours
15 - 30 days	72 hours
31 or more days	14 days

It is understood that although Flight Attendants will not be required to report for duty in less time than that listed in the above recall schedule, Flight Attendants may voluntarily return as soon as possible after receiving notice of the recall.

The Company will consider deviations from the above recall notice schedule on an individual case by case basis, based upon individual needs.

Flight Attendants on ANP status shall keep the Company advised as to where and how they can be contacted as outlined in Paragraph E of Section 21.

Flight Attendants on ANP status must contact the Company to advise them of the date on which they will return (which in no event can be later than the times listed above) in accordance with the following:

<u>Duration of ANP Status</u>	<u>Contact Company</u>
1 - 14 days	Immediately
15 - 30 days	24 hours
31 or more days	7 days

L. Holiday Pay

In addition to all other compensation, a working Flight Attendant shall be paid at double her/his hourly rate of pay as stated in Section 5.A.1., 2., and the “A” Scale Protection letter of agreement. The amount of holiday pay due shall be calculated as follows:

1. Lineholder

Hourly rate of pay times the credited flight time for the ID, divided by the number of hours away from home, times the number of hours away from home falling within the holiday.

Example:

A Flight Attendant making \$20.00 per hour flies an ID which produces 17 hours of credited flight time and keeps the Flight Attendant away from home (check-in to check-out) for 48 hours of which 24 hours falls on the holiday:

$\$340.00 \div 48 \text{ hours away from home} = \$7.08$

$\$7.08 \times 24 \text{ hours on holiday} = \$169.92$

Holiday Pay = \$169.92

2. Reserve

- a. If released on a holiday, Reserve receives no holiday pay.
- b. If on ready reserve status and does not fly = 4:27 hours (30 days) or 4:13 hours (31 days) times the Reserve’s hourly rate.
- c. If on ready reserve status and flies an ID, receives greater of sub-paragraph b or lineholder computation.

A Flight Attendant qualifying for two (2) hour call-out pay or five (5) hour stand-by reserve pay shall receive double pay for those hours if they fall within the holiday period.

3. In addition to compensation provided under Section 15, Flight Attendants scheduled by the Company to attend any training or meeting on a holiday will receive an additional nine dollars (\$9.00) per hour, prorated.

M. Critical Coverage Pay

A Lineholder will receive one-half (1/2) pay credit for the time she/he must remain available for assignment under the provisions of Section 9, Paragraph J.

N. Publicity Flights

Flight Attendants participating in promotional, publicity, Company approved certification or experimental flights shall be paid in accordance with Section 5. This paragraph shall not apply to flights performed for non-profit, charitable organizations for which the Flight Attendants have volunteered.

O. Language Incentive Pay

Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s) as designated in the bid cover letter working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation:

\$0.89 per hour prorated for each credited hour flown.

Such compensation shall be paid on a per hour basis for aircraft flown and for all credited time except sick leave and vacation.

The identification of additional language needs will not prevent any Flight Attendant(s) from bidding on or being awarded these IDs.

**SECTION 6**  
**EXPENSES, TRANSPORTATION AND LODGING**

**A. Expenses**

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

a. Domestic Per Diem

\$1.73 effective 02/28/12

\$1.95 effective 02/28/13

b. International Per Diem

\$2.13 effective 02/28/12

\$2.50 effective 02/28/13

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 sub-paragraph will be reduced by the cost of the meal to the Company.

2. Meals appropriate to the time of day will be boarded for Flight Attendants at Company expense whenever they are scheduled for a period of duty of eight (8) hours or more without an intervening stop of at least two (2) hours. Whenever possible such meals will be boarded during the first six (6) hours of this period of duty.
3. On charter flights, the Company shall provide a meal for each Flight Attendant if a meal service is provided to the passengers.

**B. Lodging**

1. The Company shall furnish comfortable and adequate single occupancy hotel rooms in a suitable location for Flight Attendants as selected in accordance with the provisions of Section 3.K. when:
- a. They are scheduled at a layover station in excess of four (4) hours.

- b. They are delayed at a layover station for four (4) hours or more from the time the delay is known; or after reporting for duty at the home domicile there is a delay for four (4) hours or more from the time the delay is known.
2. Flight Attendants, when at other than regular layover stations and lodging is not provided by the Company, shall receive reasonable actual expenses incurred for lodging, substantiated by a receipt.
3. Flight Attendants shall check in and out of hotels. At time of checking out, each Flight Attendant shall pay for any incidental expenses incurred, such as personal telephone calls, room service, etc.
4. If a Flight Attendant arrives at a layover hotel and her/his room is not ready within thirty (30) minutes after arrival, she/he may obtain other accommodations and claim reasonable actual lodging expenses on a Company expense form supported by the hotel receipt.
5. Unless otherwise requested by the Union, on layovers of twenty (20) hours or more, the Company will provide hotels in downtown or downtown-like locations in close proximity to restaurants and shops.
6. A Flight Attendant, if possible, should notify the Company when she/he does not intend to utilize her/his hotel room.
7. In the event it becomes necessary to change a layover facility after monthly key pages have been distributed, Flight Attendants shall be notified of said change as soon as possible.
8. Each domicile shall make available a list of layover cities identifying the two (2) hotels that will be used whenever possible, for Flight Attendant layovers. Flight Attendants assigned to ID(s) which are not on the monthly key pages will be informed of the layover hotel and telephone number before departing on her/his ID. If this cannot be accomplished or in the event other layover accommodations are used, the Company will reimburse the Flight Attendant for up to a five (5) minute telephone call to inform someone of the hotel actually being used. Reimbursement will be made after submitting an expense report supported by a receipt to the home domicile office.
9. The Company shall provide each scheduled layover hotel with a list of approved hotels, if any, which should be used in priority order in the event a Flight Attendant is denied a room at the scheduled layover

hotel. The Company will make available a list of approved hotels in the domicile.

C. Transportation

1. At points other than their domicile where transportation is not made available by the Company, Flight Attendants shall be allowed reasonable actual expenses, incurred for suitable transportation, between the field and lodging place and return.
2.
  - a. A Flight Attendant will be allowed Ten Dollars (\$10.00) for cab or limousine between airport or co-terminal and place of lodging at domicile points whenever departure time of her/his flight assignment is between 10:00 p.m. and 8:00 a.m. or when arrival time of the flight is between 8:00 p.m. and 6:00 a.m.
  - b. Claims for such expenses shall be made on a regular expense form which shall be supported by a receipt for each flight, and the expense account shall indicate the flight number for each transportation expense.
  - c. The above stated provisions will also apply to Flight Attendants required to leave their home domicile for purposes of attending any Company required training or meeting.
  - d. The above stated provisions will also apply to a Reserve required to report for standby or who is released from standby between 10:00 p.m. and 6:00 a.m.
3. A Flight Attendant shall be reimbursed for actual expenses for cab transportation to the airport when the Reserve Flight Attendant determines such transportation is necessary in order to respond to a call of less than four (4) hours before departure. Inflight Scheduling may authorize reimbursement on an actual basis for the return, if the Flight Attendant was unable to utilize her/his personal transportation in order to make the less than four (4) hour call out. In all other cases, a transportation allowance of Ten Dollars (\$10.00) for transportation from the airport will be reimbursed. Claim for such expenses shall be made on a regular expense form which shall be supported by a receipt approved by Inflight Scheduling and the form shall indicate the flight number for any such transportation expenses.



4. a. In the event a Flight Attendant's ID originates at one airport and terminates at another airport at her/his regular home domicile, the Company shall furnish such Flight Attendant with transportation one-way between one airport and the other, at her/his option. A Flight Attendant assigned to a schedule involving this type of operation shall advise the Company prior to the start of the schedule, the one direction she/he desires such transportation during the period she/he is assigned to that schedule. When such transportation is requested at origination, limousine departure times will be in accordance with crosstown travel times as provided in Section 7, Paragraph I.6.
  - b. Upon termination, when such transportation is not provided by the Company within thirty (30) minutes and such transportation does not leave within forty-five (45) minutes after the Flight Attendant arrives at the airport and reports to Crew Scheduling, such Flight Attendant may use any other available means of ground transportation between one airport and the other and may claim expenses for such transportation, on the regular Company expense account form and such Flight Attendant shall be reimbursed for same.
  - c. At layover points, if the public limousine service provided by the Company does not leave within forty-five (45) minutes after block arrival or thirty-five (35) minutes after block arrival where transportation is provided by the hotel, the Flight Attendant may use any other means of transportation to the place of lodging and may claim reimbursement for such transportation on the regular Company expense account form and the Flight Attendant shall be reimbursed therefor.
5. When the Company provides for public limousine transportation, each Flight Attendant using such transportation shall, upon request, be provided with a separate limousine slip.

D. Parking

1. In the event parking facilities are not available for employees at the airport location, the Company will assume the monthly parking charges up to a maximum of Twenty-Five Dollars (\$25.00) per month. This provision does not apply to original or replacement charges for employees for parking decals, stickers, gate keys or similar items. It is

understood that a Flight Attendant may park her/his car at either her/his domicile or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location.

2. If a Flight Attendant is scheduled to fly or deadhead from an airport serving her/his domicile and parking is not provided for her/his automobile, public facilities may be used and charges will be paid by the Company. Such charges shall be submitted within ten (10) days on the Company expense forms and will be supported by a receipt.

E. Publicity and Promotional Assignments

1. Flight Attendants assigned by the Company to promotional or publicity assignments or Company approved certification or experimental flights, in addition to the hourly compensation provided in Section 5, Paragraph G, or N., will be entitled to per hour expenses in accordance with Paragraph 6.A.1. or 12.F.1. as appropriate and to reasonable, necessary transportation expenses, when transportation is not furnished by the Company.
2. In addition to the above, Flight Attendants when away from their home domicile will be entitled to reasonable, actual hotel expenses when not furnished by the Company and Twelve Dollars and Fifty Cents (\$12.50) per day to cover all incidental expenses. If the assignment is more than seven (7) days, reasonable, actual laundry and cleaning expenses will be allowed. NRPS transportation to and from the assignment location will be provided.

**SECTION 7**  
**HOURS OF SERVICE AND CONTRACTUAL LEGALITIES**

A. Domestic Flight Time Limitations

1. Ninety-five (95) hours of credited flight time shall constitute the maximum for a Flight Attendant in a month.
2. When a Flight Attendant leaves her/his home domicile with credited flight time, plus projected time of her/his scheduled ID falling in the same month, totaling not more than the applicable scheduled maximum, she/he may complete such ID even though unforeseen irregularities cause her/him to exceed the applicable maximum.
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 ninety-five (95) hours actual flight time maximum.
4. Notwithstanding the provisions of sub-paragraph 1 above, if a Line-holder flies a line with a first of the month overlap ID which causes her/him to be projected over the maximum credited hours as would be applicable for the new month, she/he shall fly the ID(s) in the new month provided she/he does not exceed the applicable maximum hours on an actual basis in the new month.
5. A Flight Attendant may not be reassigned if, as a result of this action, her/his monthly flight time would be projected over ninety-five (95) hours credited flight time maximum.
6. If a Flight Attendant is drafted, the result of which projects her/his schedule over ninety-five (95) hours credited flight time as applicable, the monthly schedule must be adjusted during the month to project her/him to not more than the maximum credited flight time.
7. When a Flight Attendant is assigned to flight duty after the beginning date of a bid month, the maximum credited hours for the month shall be reduced on a prorated basis, proportionate to the ratio that the remaining days in said month bears to the total number of days in said month.
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 or over one hundred (100) hours for the month.

- B. The flight time limitations provided for in this Agreement shall include all flight time on regularly scheduled flights, extra sections, charters, ferries, scenic or other flights where the Flight Attendant is assigned as a member of the flight crew.

C. Holding Time Limitations

The maximum holding time for a Flight Attendant shall be limited to four (4) hours at any one point or a total of five (5) hours during any on-duty period. A Flight Attendant may be required to remain with passengers beyond scheduled ground time only on board the aircraft. A Flight Attendant shall be given a fifteen (15) minute rest period after each two (2) hours required to remain with passengers on board an aircraft. At the end of four (4) hours the Flight Attendant shall be (1) relieved from holding with passengers, (2) reassigned, or (3) released from duty.

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 and thirty minutes (8:30) 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 and thirty minutes (8:30) in any twenty-four (24) hour period, must be scheduled to receive at least sixteen (16) hours legal rest at the next layover point after exceeding eight hours and thirty minutes (8:30) of flight time.
- c. A Flight Attendant who is scheduled or rescheduled so as to be projected over eight hours and thirty minutes (8:30) 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 and thirty minutes (8:30) 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 and thirty minutes (8:30) 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 and thirty minutes (8:30) 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 and thirty minutes (8:30), shall complete the assignment to the point where she/he is next scheduled for a legal rest.
- b. Whenever a Flight Attendant has flown in excess of eight hours and thirty minutes (8:30) 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.

3. Waiver

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.

E. Thirty-Five (35) In Seven (7) Limitation

For schedule planning purposes, flight schedules may not be arranged to exceed thirty-five (35) 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 thirty-five (35) 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.

## F. One (1) In Seven (7) Limitation

## 1. Scheduled

Relief from all duty and Company obligations for not less than one (1) calendar day shall be provided for each Flight Attendant at her/his home domicile at least once during any seven (7) consecutive calendar days.

## 2. Actual

A Flight Attendant whose flying schedule is involuntarily reduced to less than one (1) day off in seven (7), may contact Inflight Scheduling at once for rescheduling. In the case of “1 in 7” problems due to schedule selection, the Flight Attendant should contact Inflight Scheduling prior to the first day of the schedule month for rescheduling. Failure to do this will result in waiving the “1 in 7” Rule. If it is necessary for a Flight Attendant to drop an ID because of the “1 in 7” Rule, 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 failure to reach agreement, the ID to be dropped will be subject to the approval of the Crew Resource Manager/designee.

## G. Minimum Days Off

## 1. Scheduled

- a. A Lineholder shall be scheduled for a minimum of ten (10) calendar days off each month at her/his domicile free of all duties.
- b. A Reserve shall be relieved of all duties for twelve (12) calendar days each month at her/his domicile.

## 2. Actual

- a. Involuntary reduction below minimum. If a Lineholder has only the minimum ten (10) calendar days off in her/his flying schedule and her/his days off are reduced involuntarily by the Company, including month end overlap, adjustments will be made as follows:

- (1) If her/his assigned flight is scheduled to arrive before midnight at the start of a calendar day off, but arrives between midnight and 0200, that day off will not be replaced. If it arrives after 0200 and she/he wishes the calendar day off restored to the minimum, she/he must immediately contact Inflight Scheduling

for rescheduling. If such rescheduling results in the substitution of ID(s) of less scheduled flight time than the ID dropped, or in dropping an ID without substitution of another ID, she/he will receive the scheduled flight time credit and pay of the ID(s) dropped.

- (2) If she/he is assigned to a flight on a day off under Section 9, Paragraph I.7., and the calendar days off are thereby reduced below the monthly minimum, she/he must contact Inflight Scheduling as soon as possible for rescheduling. The Flight Attendant will be protected against any loss of pay resulting from the assignment on a calendar day off or schedule adjustment necessary to restore days off to the monthly minimum.
  - b. Voluntary Reduction Below Minimum. If a Lineholder voluntarily reduces calendar days off below the monthly minimum by trading ID(s) or picking up time under Section 9, Paragraphs F, G, and I, the days off which are voluntarily relinquished below the minimum will not be replaced.
- H. A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts on days off unless an emergency is declared by the Company.
- I. Duty Time Provisions
1. Commencement of Duty - Flight Attendants shall report at 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	1 hour
<u>B-757</u>	<u>1 hour 15 minutes</u>
    - b. Layover Point
 

Jumbo	1 hour
Narrowbodies ( <u>except B-757</u> )	45 minutes
<u>B-757</u>	<u>1 hour</u>

\*c. Deadheading 30 minutes

\*d. Deadhead from home domicile to cover a charter, ferry, or dead-head off line - 45 minutes.

\*May or may not be in uniform.

## 2. Waiving Report Time

a. When a Flight Attendant arrives late on an inbound flight, in order to insure that proper rest is received and to curtail delays in the departure of the Flight Attendant's next outbound flight:

(1) At a layover point, the Company may reduce the above listed reporting time by up to fifteen (15) minutes. Where hotel van transportation cannot be rescheduled, the Flight Attendant is authorized to use cab or limousine transportation at Company expense.

(2) At the Flight Attendant's home domicile, the Flight Attendant may be requested to waive up to thirty (30) minutes report time for a working flight and fifteen (15) minutes for a deadhead flight.

(3) In either (1) or (2) above, Flight Attendants shall receive pay and flight time credit as if they went on duty at their scheduled report time.

b. In the case of Charter Operations, the reporting time for a dead-heading Flight Attendant may be reduced to not less than fifteen (15) minutes before the scheduled departure time of the ID.

## 3. Termination of Duty

a. A Flight Attendant whose final assignment in a duty period is to fly, will be considered on duty until fifteen (15) minutes after the block arrival of the flight when away from the home domicile and thirty (30) minutes after the block arrival at the home domicile. When a Flight Attendant whose final assignment is to fly is required to go through a customs check, duty time shall be extended by thirty (30) minutes.

b. A Flight Attendant whose final assignment in a duty period is to deadhead will be considered on duty until the arrival of the dead-head when away from the home domicile or fifteen (15) minutes after the deadhead arrival at the home domicile.



When a deadheading Flight Attendant is required to go through a customs check, duty time shall be extended by thirty (30) minutes.

- c. A Flight Attendant may be required by the Company to remain on board after the block arrival of the flight. If this occurs at a point where she/he is scheduled to go off duty, the duty period will either end at the time released from holding or according to the time set forth in sub-paragraph a of this Paragraph, whichever is later.
  - d. Termination of on-duty time shall be indicated on the flight pay records.
  - e. Notwithstanding the above, when a customs check is extended due to unusual circumstances, duty time will be extended accordingly.
  - f. A Flight Attendant required to undergo drug or alcohol testing shall have her/his duty time extended by fifteen (15) minutes for pay credit purposes only.
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.

<u>For Duty Period Starting</u>	<u>Scheduled</u>	<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.

- b. Under no circumstances shall a Flight Attendant be required to remain on duty, without her/his concurrence in excess of the applicable actual maximum hours shown in sub-paragraph a. above, including deadheading, in any twenty-four (24) hour period.
5. The Company shall schedule or reschedule no more than eight (8) segments in any one (1) on-duty period.

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	<u>LGA-EWR</u>	<u>1:30</u>
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		

J. Legal Rest Provisions

1. Schedule - A planned legal rest must consist of at least:
  - a. Ten (10) hours free from duty at the home domicile (twelve (12) hours for Reserves).
  - b. Nine (9) hours free from duty at any point away from home where lodging is provided within approximately fifteen (15) minutes time (or time agreed upon by the MEC Hotel Chairperson) from the airport provided prompt transportation is available, or
  - c. Eleven (11) hours free from duty at any point away from home where lodging is provided more than approximately fifteen (15) minutes time from the airport.
  - d. The above off-duty periods may be reduced by one (1) hour under this sub-paragraph when such off-duty period extends to or beyond 0200 Standard Time on the designated day when the change is made from Standard Time to Daylight Time.
  - e. The Company shall provide a legal rest equal to, or greater than, those Domestic duty periods which exceed ten hours and thirty minutes (10:30).

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) The Flight Attendant(s) are notified prior to, or immediately upon arrival at the layover station of the Company's request to implement this provision, and
    - (2) The layover hotel meets the field layover 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 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.
3. 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.
4. 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.

- 5. 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.
- 6. 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.

- 7.
  - 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.
- K. The provisions of Paragraphs I and J of this Section and Section 15, Paragraph J, shall apply to Reserves on an actual basis.

**SECTION 8**  
**MINIMUM PAY AND CREDIT**

**A. Minimum Duty Rigs**

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

1. A minimum of one (1) hour's flight time pay and credit for each two (2) hours of duty time, prorated.
2. A minimum of five (5) hours flight time pay and credit for a one duty period ID.
3. A minimum average pay and credit of five (5) hours per day for IDs with multiple duty periods (e.g. 5/10/15/20).

**B. Trip Rig-Time Away From Home**

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

**C. Application of Scheduled or Actual Time**

Actual time from block-to-block or the scheduled time from block-to-block, 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.

**D. Displacement Pay**

A Flight Attendant removed from a schedule ID for publicity or promotional assignment or because of displacement by supervisory personnel shall receive flight time pay and credit for the scheduled flight time of the ID from which removed.

**E. Special Assignment Pay**

Flight Attendants removed from flight schedules for special assignments in accordance with Section 4, Paragraph Q, Section 9, Paragraphs F.8 and

9, shall be paid for the original scheduled flight hours missed or the actual hours, whichever is greater.

F. Call-Out Pay

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

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.

H. Holding Time

Flight Attendants shall receive one-half (1/2) credit for pay purposes, including premium pay and language pay when applicable, on an actual minute basis for all holding time, in excess of ten (10) minutes beyond scheduled ground time or block arrival time.

I. Errors

If an error(s) in a line of flying or in the assignment of an open ID causes a Lineholder to lose flight time credit and she/he cannot be reassigned to an ID(s) which departs on the same day as the original ID and arrives within six (6) hours of the arrival time of the original ID, such Lineholder shall be fully paid and credited for the flight time credit loss. A Lineholder so reas-

signed shall be paid what she/he actually flew or the flight time credit lost, whichever is greater. Priority will be given to reassigning Flight Attendants to IDs in the same operation.

J. Line Guarantee

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 or what was actually flown in the reassignment, whichever is greater. 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.
  - a. 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.
  - b. If the Flight Attendant declines the reassignment, her/his projection and line guarantee will be reduced by the value of the original assignment.
2. A Flight Attendant shall be required to contact the crew desk only once a day, at a pre-designated time, for reassignment under this paragraph.
3. The reassignment rights above do not apply to charters (see Section 9.A.4.c and d).
4. In the event an end-of-the-month conflict causes a Flight Attendant to lose pay and flight time credit, such Flight Attendant shall be guaranteed a minimum of seventy-one (71) hours.

K. One For Three After Four

A Lineholder who departs her/his home domicile on an ID shall receive credit for pay purposes, if delayed in excess of four (4) hours beyond the scheduled ground time of her/his original ID and any subsequent assignment (including deadheading) at the rate of one (1) hour for each three (3) hours prorated. This application will apply separately at each station. In the event an en route ground delay is paid under the provisions of Paragraph H of this Section, such time shall not be accumulated under the provisions of this Paragraph.

L. Month End Overlap

In the event of a month-end overlap ID where the Flight Attendant is eligible for pay protection, sufficient pay and flight time credit of either the ID flown or the scheduled ID dropped will be moved from the new month to the old month to protect the scheduled flight time which was necessary to be dropped in the old month and to assure the greater pay and time credit on a full ID comparison basis.

M. Pyramiding Clause

In the application of this Section and Sections 5 and 7, all pay and flight time guarantees provided in any given period of time will be used to offset, to the extent possible, each of the individual pay factors earned or credited within that period.

N. Duty and Trip Rig Credits

1. Any credit time accrued as a result of the duty period guarantees shall be applied as an extension to the last segment of the duty period in which the credit was accumulated.
2. Any credit time accrued as a result of the application of the time away from home guarantee shall be considered an extension to the last segment of the ID.



**SECTION 9**  
**FLIGHT ASSIGNMENTS AND SCHEDULING PROCEDURES**

A. Construction of Lines of Flying

1. All flying assigned to each domicile shall be shown in lines of flying and posted for bid, except the Company shall not be required to make up lines of flying equal to less than seventy-one (71) hours.
2. Lines of flying shall be constructed so that the average of all lines at each domicile is not less than sixty-nine (69) hours.
3. Domestic and International lines of flying shall be constructed so that the average of all lines at each domicile is not more than eighty-eight (88) hours credited flight time per month. The ninety-five (95) 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 Schedule 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.

4. Charters in Lines

- a. Charter contracts which have been concluded prior to the 5th of the month preceding departure shall be assigned to a domicile and placed into lines of flying for the following month, except when it cannot be determined which domicile will be able to cover the charter most efficiently.
- b. Whenever possible, these IDs will be in the form of working round trips.
- c. If it is not possible to put the charter into a working round trip at the time it is placed in the line of flying, it will be shown as a one-way assignment and changed to a working round trip as soon as possible, but no later than departure time of the original charter. If no such return is available, the Flight Attendant will be scheduled to deadhead home. The return assignment must depart within twenty-one (21) hours after arrival of the original charter at its destination point.

- d. If the charter does not operate for any reason, or is rescheduled in such a manner that the Flight Attendant in whose line of flying the charter is shown cannot fly it for any reason, the Flight Attendant may be reassigned to any other ID(s) for which she/he is legal on the day(s) the charter ID was originally scheduled to operate. Priority will be given to reassigning to the same type of flying.
  5. Relief lines of flying shall be constructed and made available to those Flight Attendants awarded "relief" (RLF) on a monthly basis. All flying created after the line award process and flying which becomes open as a result of vacancies, ANP, vacations, all leaves of absence and sick leave will be used, whenever possible, in the relief line construction process.
  6. Additional flying remaining after the relief lines are awarded shall be placed in reserve move-up lines of flying and shall be offered throughout the month to Reserves, in accordance with Section 10.B.1., except, if needed, to build lines of flying for transferring and/or returning to active status Lineholder Flight Attendant(s), or when monthly or specific day(s) coverage would be adversely affected.
  7. a. Domestic lines of flying shall be constructed using only Domestic IDs and International Lines of Flying shall be constructed using only International IDs, except as provided in Section 9.A.3.b.  
b. Notwithstanding sub-paragraph 7.a. above, Relief lines of flying may be constructed using both Domestic and International IDs after completing the process of constructing Domestic Relief lines and International Relief lines.
- B. Schedule Changes
1. Flight Attendant schedules may be revised during the month if changes are made in airplane scheduling or if IDs are reassigned from or to another domicile after the lines of flying have been posted and/or awarded, provided that the new ID be for the same number of days or less than the originally scheduled ID.
  2. In the event of a published operational schedule change, the Company and the LEC President or designee will meet and mutually decide on an individual domicile basis whether a rebid is necessary.

3. When schedules are revised without rebidding, the revisions will take into consideration the Flight Attendants' previous schedules.

C. Bidding Procedures

1. The minimum number of Flight Attendant bid positions on each aircraft will be as follows:

<u>Aircraft</u>	<u>Minimum FA Bid Positions</u>
B-747	9
DC-10	7
B-767	4
B-767-300	5
B-757	4
B-737	3
B-777	8
A320	3
A319	3

It is understood that a flight may depart with less than the designated number of bid Flight Attendants; however, in no case will a flight depart with less than the FAA minimum.

2. All lines of flying and position assignments, (as described in Paragraph 6 below), shall be bid and awarded in seniority order in accordance with bids submitted by qualified Flight Attendants at each domicile. A Flight Attendant assigned to a particular cabin may be required to perform duties in the other cabin(s) on a given flight. Provided, that when the bidding procedure does not fill all premium positions with Flight Attendants of more than one (1) year of active service on the line, the most junior qualified Lineholder with more than one (1) year of active service on the line will be assigned. If there are no Flight Attendants with more than one (1) year seniority, then the premium positions will be filled by any qualified Flight Attendant in seniority order.

3. a. Until such time as PBS is implemented, at all domiciles and co-terminals, 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 20th

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.

- b. 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.
4. The Company will make available to each Flight Attendant the lines of flying and key pages for her/his domicile for the following month.
- a. These lines will indicate a planned pattern of IDs, days off, estimated number of relief lines, the projected actual and credited flight time of each line, weekends and holidays specially outlined, type of equipment and number of Flight Attendant positions. The reserve lines will indicate the days off and will have weekends and holidays specially outlined.
- b. The key pages shall indicate duty time, ground time, layover time, layover location, including name and telephone number of the hotel used for legal rest as well as locations where crew lounge facilities are not available, total time away from home, total expenses, ID number, flight time for each flight, total accumulative flight time, total actual and credit time for each ID, effective days, type of equipment, departure and arrival time of each flight.

5. Copies of the line awards and position assignments shall be made available in sufficient quantities for the Flight Attendants to satisfy the needs of the domicile.

6. Position Assignments

- a. Purser position assignments (F) shall be available for bid each month.
- b. Should the aircraft require, the following position assignments shall be available for bid.

Aft Purser (B-747) . . . . . Line # followed by B  
Forward Lower Galley (B-747, DC-10)

or

First Class Galley - Main Deck - for B-747-400,  
B-747-200 with more than 24 passenger seats\*\* Line # followed by C  
Aft Lower Galley (B-747) . . . . . Line # followed by D

\*\*and on new or reconfigured equipment requiring a substantially similar service as required for the first class galley main deck.

- c. All remaining Flight Attendant positions will be bid as follows:

Any Position. . . . .	Line # only
Any Non-Premium Position. . . . .	Line # followed by Y
Any Relief Line. . . . .	"RLF"
Relief Line. . . . .	Line #
Reserve Line . . . . .	Line #

- d. Cabin work assignments for non-premium positions will be filled based on aircraft type in accordance with Company standards. Such positions will be assigned in seniority order during the preflight briefing.

7. Block Bidding

Block bids of five (5) or more lines will be accepted and may be in either ascending or descending order, i.e., 35-49 or 49-35. Shown below are three (3) examples of Block Bids:

- a. First available Open Position:  
Example: 17-25 or 25-17

- b. First Available Purser Position:  
Example: 17-25F or 25-17F
  - c. First Available Cabin Position — exclusive of the Purser Position:  
Example: 17-25Y or 25-17Y
8. A Flight Attendant may bid a relief line at any point in order of bidding (see above for bidding code). If a Flight Attendant indicates a bid for a relief line and is awarded one by virtue of seniority, she/he must accept the assignment. However, she/he may indicate a bid for the type of flying she/he would like and this bid may be considered, if possible. Prior to the start of the bidding period, the approximate number of relief lines for the subsequent month will be made known to the Flight Attendants at the domicile. A Flight Attendant who will be on vacation during the month may not bid for a relief line.
  9. Reserve lines may be bid by Lineholders.
  10. Flight Attendants who wish to bid to fly together must both indicate this on their bid screens and must submit identical bids. The bids of both Flight Attendants will be honored according to the seniority of the junior Flight Attendant.
  11. A Flight Attendant may call in order to ascertain her/his bid award for the following month. The specific procedures and times for such calls will be established at each domicile with the recommendations of the LEC President considered.
  12. A Flight Attendant who fails to indicate enough bids in accordance with Paragraph C.6. herein, shall be assigned to the numerically lowest numbered line of flying (i.e., one is less than six) or reserve line, as applicable, which remains unassigned after all the Flight Attendants senior to her/him have been assigned.
  13. Flight Attendants transferring into a domicile may bid a line of flying at the domicile to which they are transferring in accordance with their system seniority, if their transfers are effective on or prior to the first of the month. If a Flight Attendant is notified of her/his transfer after bidding has closed at the domicile to which transferring, or if the transfer becomes effective after the first day of the month, she/he may bid any line of flying awarded and left vacant by resignations or transfers out at the domicile to which transferring.

**D. Legality for New Schedule**

1. A Flight Attendant awarded a line of flying for which she/he will not be legal should follow trip trade procedures to make herself/himself legal.
2. The Flight Attendant can, and if necessary should, contact Inflight Scheduling for assistance in rescheduling if unable to resolve the legality problem by trip trading.
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) Inflight 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 ninety-five (95) hours credited flight time for the month. 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 eight hours and thirty minutes (8:30) in twenty-four (24), thirty-five (35) in seven (7), one (1) day off in seven (7), or twenty-four (24) in seven (7).
4. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.

**E. Adjustment of Time**

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 Inflight Scheduling are mutually responsible for keeping track of the Flight Attendant's projection throughout the month.

**2. Flight Time Records**

During the month, a Flight Attendant will be able to ascertain from the Company the amount of flight and pay credit, expenses, and any special pay credit (e.g., holding time) for each ID flown during the month. Additionally, at the beginning of each month, the Flight Attendants will be given at each domicile or co-terminal, an ID by ID

summary of the above mentioned items credited to that Flight Attendant in the preceding month.

3. Decreasing Time

- 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 month, she/he must contact Inflight Scheduling for rescheduling. The Flight Attendant may be projected to 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 be subject to the approval of the Crew Resource Manager/designee.
- b. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.

4. Increasing Time

- 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 her/his monthly maximum if applicable.
- b. A Flight Attendant who puts in an open flying request to make up ANP or PTO will have her/his maximum increased by the amount of ANP or PTO made up.

F. Open Flying

1. Summary of Open IDs: A summary of all open IDs for the month will be available, and will be revised whenever additional flights become open. It must be accessible to Flight Attendants twenty-four (24) hours a day. A Flight Attendant must be qualified for the type of service as well as the equipment scheduled in order to be assigned a particular ID. "One Way" flights will be shown in the open flying summary as having an "open return." A Flight Attendant must be legal to fly the open flight and a like return flight without disrupting her/his



assigned schedule. (See Assignment of Open IDs.) The Company can waive this restriction, if necessary, to accomplish coverage. Charters which cannot be placed in lines of flying will be listed separately in the open flying summary and will be entered there as soon as they become known.

2. IDs shall not be split apart from the configuration in the DSL, if by doing so, credit time would be increased. The Company may waive this restriction, if necessary, to accomplish coverage.
3. A Flight Attendant may sign up for open flying as follows:
  - a. By submitting an open flying request.
  - b. By calling in the request to Inflight Scheduling.
4. A Flight Attendant may specify the type of flying she/he wishes to pick up in accordance with Company procedures. If the particular types of flying the Flight Attendant specifies do not become open, she/he shall be by-passed.
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 six (6) hours before departure time.
6. IDs cease to be open when they are assigned by scheduling personnel in accordance with Paragraphs D, E and I of this Section.
7. Filling of Premium Positions
  - a. If the Flight Attendant originally assigned to a line of flying in any of the premium pay positions is unavailable for an ID, the most senior qualified Flight Attendant on board will have the first right of acceptance for the above mentioned positions. An exception is in the case of a trip trade, when the Flight Attendant trading assumes the premium pay position. If there are no volunteers, the open premium position(s) will be assigned to the junior qualified Reserve on board.
  - b. In the event there are no Reserves on board, the most junior Lineholder will be involuntarily assigned to the open premium position(s). Flight Attendants with less than one (1) year seniority will not be allowed to assume a premium pay position unless no other more

senior Flight Attendant is on the flight. If all the Flight Attendants have less than one (1) year seniority, the most senior Flight Attendant assumes the position.

- c. If a Qualified Purser Position is open, it will be filled in the following order:
  - (1) By the most senior purser qualified Flight Attendant who elects to fill the position (including anyone in a LQ position who is also purser qualified).
  - (2) If a senior purser qualified Flight Attendant does not volunteer, the open qualified position is filled as follows:
    - (a) By the most junior qualified Reserve. If none is available, then,
    - (b) By the Flight Attendant who picked up the position through the open flying process, if purser qualified. If not qualified, then,
    - (c) By the most junior purser qualified Flight Attendant on board.
  - (3) If no purser qualified Flight Attendant is on board, or for open non-qualified purser positions (i.e. North America narrow-body), the open premium position is filled as follows:
    - (a) By the most senior Flight Attendant with at least one year of seniority who volunteers to work the position. If no one volunteers, then,
    - (b) By the most junior Reserve with at least one year of seniority. If none is available, then,
    - (c) By the Flight Attendant who picked up the position through the open flying process, if she/he has at least one year seniority. If not, then,
    - (d) By the most junior Flight Attendant on board with at least one year of seniority.
    - (e) If there is no Flight Attendant with more than one year of seniority, then the premium position will be filled by the most senior Flight Attendant on the crew.

Note: The name of the Flight Attendant assigned an open premium position, either voluntarily or not, will appear in the purser position on the FLTLOF (marked by an asterisk, indicating that it was open). If the Flight Attendant was assigned the position involuntarily (through drafting or reassignment), she/he is not considered to have picked up the position through the open flying process.

8. Flight Attendants may be specially assigned to scheduled flights under the following conditions only:
  - a. The assignment must be on a voluntary basis.
  - b. Flight Attendants so assigned must be in addition to the required crew complement for that flight.
9. Charter flights may be specially assigned in accordance with the following conditions:
  - a. The chartering company or person(s) must request a specific Flight Attendant(s) by name in writing and she/he shall be used on the charter subject to her/his approval.
  - b. Should the Company deem it necessary to have a language speaking Flight Attendant on a charter, the Company shall have the ability to assign one (1) position on the ID to a Flight Attendant so qualified.
10. The Company shall keep daily open flying records which will include a description of all open IDs and the name(s) of the person(s) assigned to such IDs. These records shall be available for perusal by Flight Attendants.

#### G. Schedule Trading

1. Trip Trading With Another Flight Attendant
  - a. Flight Attendants based at the same domicile may be involved each month in exchanges of ID(s) with the approval of Inflight Scheduling.
  - b. In the event of irregular operations, Flight Attendants involved in the exchange of ID(s) shall remain in each other's schedules until they can return to their own schedule after adequate rest periods.

## 2. Trip Trading for Charter Flights

- a. Flight Attendants will be limited to one such trade per month.
- b. The charter should not involve less trip days than the ID being traded.
- c. All other trip trade rules will apply.
- d. Trip trading with open flying for a charter flight shall follow all other provisions of 9.G.4. below.
- e. Inflight Scheduling will have the right to disapprove such a trade if it will result in a coverage problem.

## 3. ID For Days Off

Lineholders may trade IDs in their lines of flying with another Lineholder for days off (RDO).

## 4. Trip Trading for Open Flying

- a. Lineholders may trade ID(s) in their lines of flying with open flying. They shall have the ability to indicate preferences. 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.

- b. The daily allocation shall not be less than five percent (5%) 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.

Same day trades will be processed beyond the allocation outlined above up to ten percent (10%) of the proportionate allocation.

- c. Trades shall be awarded prior to the open flying process each day, and will begin to be processed before the 1200-1500 open flying process on the last day of the old month.
- d. Section 9.G.2.b. through e. rules will apply.
- e. Trades shall be processed in the following manner:

- (1) Trades shall be submitted by the Flight Attendant in preferential order.
- (2) Trades shall be processed in preferential order by seniority until the most senior Flight Attendant is awarded one (1) trade or until her/his preferences are exhausted and no trade can be made.
- (3) Awarding shall continue in accordance with sub-paragraph 2. above until each Flight Attendant's preferences have been processed.
- (4) Should a balance of the allocation remain after processing all Flight Attendant trades in accordance with sub-paragraph 2., the award process will be run again in seniority order.
- (5) Trip trades shall only be awarded to qualified Flight Attendants in accordance with the above provisions.

#### 5. Jetway Trades

- a. 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 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. Crew Scheduling (SK) shall approve the Jetway Trade under 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. The Flight Attendant who traded into the last segment of the 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.I., 12.N. or the bid cover letter as applicable.
- d. The original Flight Attendant must remain in position and with the aircraft, if applicable, until the replacement Flight Attendant is present, (i.e., there must be a physical handoff at the airplane or designated check-in location). The replacement Flight Attendant must be at the airplane or designated check-in location no later than the check-in times listed in Section 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.
- f.
  - (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.

#### H. Time of Assignment of Open IDs

1. All open flying requests received prior to 1200 hours each day shall be processed and awarded that same day between 1200 and 1500 hours for all known open flying departing after midnight of that day for the remainder of the month. This phase of the process will be complete at 1500 hours. All IDs dropped as a result of charter trades shall then become open flying. Open flying shall become closed when requested and awarded to Lineholders.
  - a. IDs which are open after the 1200-1500 process has been completed shall be available and may be assigned to Lineholders requesting same.
  - b. Flight Attendants awarded open IDs scheduled to depart more than forty-eight (48) hours from time of assignment will be advised via the Company's automated communication system, and are responsible for that assignment.
  - 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 eight (8) hours before departure, the ID will be assigned to another Flight Attendant.

- d. After lines have been awarded, requests for open flying in the new month may be submitted. These requests will begin to be processed during the 1200-1500 period on the last day of the old month.
2. Reserve assignments for each domicile shall be made during the fifteen (15) hour period preceding scheduled departure time of the outbound flight. It is desirable to assign the ID as early as practical within the fifteen (15) hour period.
3. Drafting assignments shall not be made more than six (6) hours prior to scheduled departure.

I. Assignment of Open IDs

Assignments for open flying shall be in the order as listed below. In the application of Paragraphs 2 and 3, a Flight Attendant who, due to the irregularity is projected the greatest number of hours beneath her/his line guarantee will be assigned first. In the application of Paragraph 4, a Flight Attendant with the lowest line guarantee will be assigned first. In the application of Paragraph 6, a Reserve with the lowest projection will be assigned first. Within Paragraphs 2, 3, 4, and 6, if the number of hours is equal for two (2) or more Flight Attendants, the assignment will be according to seniority preference.

Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.



## ORDER OF ASSIGNMENT

## 1. Converted Flight Attendant

A Flight Attendant converted from deadhead to working status on the same flight. A Flight Attendant shall not be converted if it will cause her/him to be illegal for the remainder of her/his scheduled ID(s). Conversion shall be offered in seniority order.

## 2. A Home Flight Attendant

- a. Who has lost her/his scheduled outbound flight for any reason or whose outbound flight will operate so late that she/he would miss her/his return flight and who, by taking an open flight, can legally connect the return flight. If such assignment cannot be made, the Flight Attendant may be deadheaded to the layover point to cover the return flight unless it involves a double deadhead.
- 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 ninety-five (95) credit hours for the month.
- c. Who is being reassigned to restore minimum calendar days off.
- d. Who is being reassigned under Section 8.J.

## 3. A Visiting Flight Attendant

This provides for the assignment of a visiting Flight Attendant who has lost her/his outbound because of an irregular operation or a visiting Flight Attendant who has an open return assignment.

- a. A visiting Flight Attendant with no return flight must contact the crew scheduler immediately upon arrival or as soon as the loss is known. A visiting Flight Attendant who has lost her/his assigned return flight shall be assigned in the following order, provided another open flight will not be created.
  - (1) To a flight(s) which will return her/him directly to her/his domicile and not beyond, or return to her/his scheduled sequence. The Flight Attendant may be returned in an indirect manner if it is more expeditious.

- (2) To a flight which is scheduled to depart not more than twelve (12) hours beyond her/his original scheduled departure (this period may be extended by mutual consent of the Flight Attendant and the home domicile crew scheduler). A Flight Attendant can only be thus reassigned once.
  - (3) To a flight which will not make her/him illegal for her/his next scheduled ID.
  - (4) To be held for assignment for not more than twenty-four (24) hours in the case of a cancellation caused by an extended period of weather. Every effort should be made to get the Flight Attendant back to her/his domicile as soon as possible.
  - (5) To be deadheaded home if no such open flights are available. Notwithstanding this, she/he may be assigned under Paragraph I.7. of this Section.
- b. A Flight Attendant who arrives at a domicile with no assigned return flight may be given an assignment to her/his domicile that is scheduled to depart no more than twelve (12) hours beyond the termination of a legal rest period.
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 if applicable. (A Flight Attendant may make up military ANP.)
- The following order will apply to this category if the open flying 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.
- a. Flight Attendant who has lost time for any reason (including military ANP and time lost under Sections 8.J., 12.I., and 18.K.) except illness or RDO.
  - b. Flight Attendant whose line guarantee is below seventy (70) hours.
  - c. A Flight Attendant who desires to make up sick leave time.
  - d. Flight Attendant who desires to increase time for any reason, including a Flight Attendant who desires to make up AFA flight pay loss.

- e. A Flight Attendant in a Partnership who wishes to increase time up to her/his applicable maximum.
  - f. A Flight Attendant who with Company approval desires to make up PTO and ANP.
  - g. Flight Attendant who has lost time due to RDO.
5. A home Reserve Flight Attendant.
6. a. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off on a once a month basis (as described in Section 10.F.2. and 3.).
- b. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off in order to prevent drafting (as described in Section 10.F.).
7. Drafting
- a. The most junior home Flight Attendant who can work the flight and still be legal for her/his next scheduled ID, (if time permits).
  - b. The most junior home domestic Flight Attendant available.
  - c. Any Flight Attendant legal for the flight (in inverse order of seniority, if possible).
  - 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.
- J. Critical Coverage Situations
1. Critical Coverage Procedures
- a. Criteria
    - (1) If a reserve list does not provide adequate coverage, Lineholders may be assigned to open IDs in accordance with Sections 9.I. and 12.Q.

- (2) Declared periods of critical coverage shall not exceed six (6) consecutive days and, under no circumstances, will Flight Attendants be precluded from receiving their contractual one (1) calendar day off in seven (7), pursuant to Section 7.F. Relief from all duty and Company obligations under Section 12.K. will be provided unless originally scheduled in the Flight Attendant's line of flying or waived by the Flight Attendant.
- (3) The provisions of Sections 9.I.4.f., and 12.Q.4.f., will be implemented prior to an announcement of critical coverage.

b. Announcement

- (1) After consultation with the Crew Resources Manager and WHQSW, and prior to making a general announcement, the Senior Vice President Inflight Service/designee will advise the MEC President of this period of critical shortage and provide copies of the documentation used to make the determination. This documentation should include no less than the projected number of open IDs, the projected number of Reserves to be available by domicile on each day(s) of the critical coverage period.
- (2) During any general period of critical coverage, the Crew Resources Manager may on a daily basis cancel the critical coverage at a given domicile by giving notice to the affected Flight Attendants at least twenty-four (24) hours before the designated two (2) hour standby period or by lesser notice, with the LEC President's concurrence.
- (3) The MEC President will be provided with daily calculations of the actual number of critical coverage assignments made, as well as any changes in projected needs.

c. Contact Period for Assignment

- (1) During such critical periods, the two (2) consecutive hours during which Lineholders must be available for assignment to open flights or IDs will be determined in advance. The recommendation of the LEC President will be considered when determining the most practical hours for these assignments.

- (2) Inflight Scheduling personnel will call each contact number provided, (up to a maximum of three (3) contact numbers, excluding beepers and pagers), and leave a message, provided a message facility is available. Flight Attendants who were not available (DNF) for the initial call(s), may later confirm receipt of the message and contact Inflight Scheduling for another assignment during the specified call period via telephone and/or other means communicated by the Company.
- (3) Flight Attendants who wish to confirm their assignment prior to the two (2) hour window, may do so by contacting Inflight Scheduling via telephone and/or other means communicated by the Company.
- (4) Those Flight Attendants enroute home from flight arrivals during the announced critical coverage period, may contact Inflight Scheduling as soon as practicable for the purpose of receiving/confirming their assignment.

d. Exclusions

It may be decided by the Crew Resources Manager that only a percentage of the most junior Flight Attendants at the domicile will be required to fulfill the provisions of this paragraph. In this instance, such information will be included in the critical coverage announcement. Flight Attendants will not be required to be available for critical coverage on days off prior to or following their vacation period.

e. Flight Time Limitations

- (1) At the Flight Attendant's option, the flight time limitations of Sections 7.A. and 12.G. may be increased, during the specific month of critical coverage, by fifteen (15) hours.

2. Critical Coverage Pay

- a. A Flight Attendant shall be paid one and one-half (1½) times her/his hourly rate of compensation outlined in Section 5.A.1. and 2. for all credited flight time as defined below including Holding Time, as defined in Section 8.H., from the time a period of critical coverage has been announced and during a period of critical coverage, as follows:

Flight assignments qualifying for critical coverage rates of pay include:

- (1) Open flying picked up by Lineholders and Reserves on days off from the time a period of critical coverage has been announced and during a period of critical coverage.
  - (2) Flight assignments to Lineholders on days off in accordance with the provisions of paragraph 1.c. above.
  - (3) Flight assignments to Reserves in excess of the flight time limitations of Sections 7.A. and 12.G.
  - (4) Open flying picked up for the purpose of making up sick leave, ANP, AFA and PTO from the time a period of critical coverage has been announced and during a period of critical coverage.
  - (5) Holidays will continue to be paid in accordance with Section 5.L. at the Flight Attendants' regular rate of pay.
- b. A Lineholder will receive one-half (1/2) pay credit for the time she/he must remain available for assignment under the provision of paragraph 1.c. above, at the rates of pay outlined in paragraph 2.a., above.

### 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.

## K. Irregular Operations

### 1. Flight Coverage at Domicile Points

- a. This provision provides for the steps taken to cover a flight which is open because of irregular operations. When a visiting Flight Attendant will not be able to connect, or is illegal for her/his

regular flight, protection for that flight may be provided as follows, in the order listed. In all cases the Flight Attendant who is reassigned to cover the visiting Flight Attendant's flight must be legal for her/his own next scheduled flight.

- (1) Move up another Flight Attendant from the same domicile as the regular crew on the flight. Assign her/his flight to the Flight Attendant who cannot connect her/his own return flight.
- (2) Move up a visiting Flight Attendant from another domicile which will not further interfere with either crew's schedule and when the flights are to the same general destination.
- (3) Move up the first available home Flight Attendant for whose flight the visiting Flight Attendant will be legal, assigning that flight to the visiting Flight Attendant when she/he arrives as long as the flights are to the same general destination.
- (4) Consider the return flight open and assign the visiting Flight Attendant to the first flight for which she/he is eligible under Paragraph I.3.

## 2. Reassignment of Flight Attendants at Non-Domicile Points

- a. When irregularities or illegalities prevent visiting Flight Attendants from working the regularly assigned flights, they will work the open flights available to them on a first in, first out or "FIFO" basis. If two (2) or more Flight Attendants have the same arrival time, assignments will be made on seniority preference.
  - (1) A Flight Attendant will normally be assigned only to flights toward her/his domicile. If this is not possible, the following order of assignment takes precedence:
    - (a) The direction and destination of the open flight will expeditiously and efficiently return the Flight Attendant to her/his regularly assigned schedule.
    - (b) The flight is normally flown by her/his domicile.
    - (c) She/he is the only Flight Attendant legal to work the open flight.
  - (2) A Flight Attendant relieved from duty because of the maximum hours on-duty rules will be assigned to the first open flight for which legal after her/his rest period.

- (3) If a Flight Attendant is illegal for her/his scheduled return flight, or if the return flight fails to operate out of her/his layover station, she/he must be assigned a return flight as soon as possible. Such flight must be scheduled to depart not more than twelve (12) hours after the original scheduled departure. This period may be extended by mutual consent of the Flight Attendant and the crew scheduler at the home domicile. A Flight Attendant may only be thus reassigned once.
    - (4) If it becomes necessary to require a Flight Attendant to remain at a non-domicile location to protect unserviceable equipment or to protect the operation of equipment which has become available because of the cancellation of her/his assigned flight, this time limitation will be extended to twenty-four (24) hours.
    - (5) The above twelve (12) or twenty-four (24) hour limitations may be extended to permit assignment to the first flight departing that station. Every effort should be made to get the Flight Attendant back to her/his home domicile as soon as possible.
  3. In the application of sub-paragraphs 1. and 2. above, priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.
- L. Signing in for Next Flight
  1. At the home domicile, a Flight Attendant shall not be required to sign in or call in for her/his next ID.
  2. Away from the home domicile, a Flight Attendant need not call in for her/his next scheduled flight unless she/he has not been assigned an outbound flight.
- M. On-Time Sections and Consolidation of Flights
  1. On-Time Section

When a scheduled flight is operating so late that the Company decides to originate an on-time Section at some down line point, the following will apply:

    - a. If the on-time section operates out of a regular change point for that flight, the Flight Attendants scheduled to work the regular



flight will work the on-time section. If the regular flight operates through the change point later, the portion of it beyond the change point will be considered an open flight.

- b. If the delayed flight is normally worked as a through flight with no change of Flight Attendants at the point where the on-time section is going to originate, the on-time section will be considered an open flight.
2. Consolidation of two flights is in effect a cancellation of one of them. The flight that operates, as determined by the flight number used, will be worked by its regularly assigned Flight Attendants.
3. a. For scheduling purposes, thirty (30) minutes will be considered the minimum connecting time for Flight Attendants.  
b. In the actual operation when it appears the connecting time will be less than thirty (30) minutes, other protection should be provided. In the event thirty (30) minutes or more known connection time subsequently develops and/or an orderly transfer can be made in the opinion of Inflight Scheduling the originally scheduled Flight Attendants will cover their own flight, provided no legality problems or flight irregularities will be created.
- c. Notwithstanding paragraph b. above, at IAD, ORD, DEN, and SFO, the minimum connecting time may be extended to forty-five (45) minutes.

#### N. Miscellaneous

1. If a delay in flight departure or cancellation is known two (2) hours before scheduled departure, Flight Attendants will be notified of such delay, as soon as possible, provided such delay is estimated to be more than thirty (30) minutes.
2. When a Flight Attendant is unable to take her/his flight, she/he will notify Inflight Scheduling in not less than eight (8) hours, except in an emergency, before the flight is scheduled to depart, and will in any event give as much notice as possible.
3. Flight Attendants checking off sick leave status must notify Inflight Scheduling that they are off sick leave status not less than eight (8) hours before their flight is scheduled to depart, and will, in any event, give as much notice as possible.

4. Without pay absences (ANP) shall be awarded in Inflight (SW) seniority order.

O. Circumstances for Reassignment

1. Flight cancellation or misconnection.
2. Legality problem.
3. On-time sections.
4. Errors in Assignment (refer to Section 8.I.).
5. End-of-Month conflict (refer to Section 7.A.4. and 12.O.4.).
6. Jury Duty (refer to Section 4.N.).
7. Court witness for Company (refer to Section 4.O.).
8. High time projection (refer to Section 7.A.6. and 12.G.6.).
9. Restoring minimum days off (refer to Section 7.G.2.).
10. Restoring 1 day off in 7 (refer to Section 7.F.2.).
11. Missed trip.
12. First segment deviation (refer to Section 11).
13. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.

P. Purser

1. Responsibilities

In addition to regular Flight Attendant duties, a Flight Attendant assigned to work a Purser position on widebody aircraft shall perform additional duties as defined by the Company in the Flight Attendant Operations Manual.

2. Eligibility

To be eligible for Purser qualification training, a Domestic Flight Attendant must:

- a. have a minimum of one (1) year of active service; and

- b. satisfy overall performance standards established by the Company.

### 3. Qualification

#### a. Selection

To be qualified as a Purser, a Flight Attendant must pass an objective selection process. The Company will design and administer the selection process and set the passing score for the process. The Company may, from time to time revise the selection process and passing score. The selection will be in domicile seniority order.

#### b. Training

- (1) The Company shall offer Purser qualification training in seniority order to those individual Flight Attendants who have satisfied all selection requirements.
- (2) The Company will design and administer the Purser qualification training program and will set the standards for completion of training. The Company may, from time to time, revise the training program and standards for completion.
- (3) Training for Flight Attendants selected for the Purser position will be provided at reasonable intervals, but not less than once a year.
- (4) Purses may be required to attend periodic meetings relevant to the Purser position and will be compensated in accordance with Section 15.A.

#### c. General

- (1) A Flight Attendant who wishes to withdraw from the selection/training process may do so at any time during the process, but will be required to wait a minimum of six (6) months before re-applying.
- (2) A Flight Attendant who participates in the selection process for Purser, but is not selected for training, or who fails to complete training, must wait a minimum of six (6) months before re-applying for selection/training.

- (3) A Flight Attendant who does not desire to maintain her/his Purser qualification will give the Company six (6) months notice.
- (4) The Company will determine the number of qualified Purser positions based on the needs of the operation.

#### 4. Flight Assignments

- a. A Flight Attendant who successfully completes Purser qualification training and periodic recurrent training may be awarded a Purser position in the bid award process in seniority order.
- b. If an insufficient number of Purser qualified Flight Attendants bid Purser positions, Purser qualified Flight Attendants will be assigned in inverse order of seniority to these Purser positions.
- c. An open Purser position which is filled two (2) days or more prior to departure will be filled in accordance with the provisions of Section 9.I.4. with Purser qualified Flight Attendants only.
- d. A Purser position open the day before departure may be filled by a Flight Attendant not Purser qualified provided a Purser qualified Flight Attendant is currently assigned to the base or equivalent ID. Under the provisions of this sub-paragraph, the Purser qualified Flight Attendant assigned to the base or equivalent ID will fill the vacant Purser position.
- e. If no Purser qualified Flight Attendant(s) is assigned to the base or equivalent ID, a Purser qualified Reserve may be assigned out of time accrued order to fill the Purser position.
- f. If no Purser qualified Flight Attendants are available, the position will be filled in accordance with Section 9.F.7.
- g. Reassignments
  - (1) Purser qualified Flight Attendants filling Purser positions will be reassigned to open Purser positions first and then to any open ID(s).
  - (2) In the event of an equipment substitution, etc., the most junior qualified Purser onboard will assume the Purser position, unless a more senior qualified Purser elects to work the position.

#### 5. Trip Trading

Trades involving Purser positions will be governed by Section 9.G. Flight Attendants trading into a Purser position must be Purser qualified.

#### 6. Restrictions

- a. A Flight Attendant may be restricted from filling a Purser position based on the following:
  - (1) Failure to pass annual Purser recurrent qualification training;
  - (2) Failure to perform Purser responsibilities as outlined in the Flight Attendant Operations Manual.
  - (3) Failure to pass annual Purser recurrent qualification training or to perform responsibilities as outlined in the Flight Attendant Operations Manual will result in an informal performance review at which time the Purser will be afforded refresher training, on the job training, and/or any other appropriate assistance. The Company will subsequently observe performance and offer reasonable assistance if necessary to improve performance to a satisfactory level. If, after the above steps have been exhausted, the Purser still fails to meet expectations, the Purser will be disqualified.
- b. A Flight Attendant may re-apply for Purser qualification after twelve (12) months from the date of disqualification and must be selected and trained under the provisions of Paragraph 3. above.

**SECTION 10**  
**RESERVE SCHEDULING PROCEDURES**

**A. Reserve Rotation**

1. A single reserve pool shall be established at each domicile location to provide reserve coverage according to each domicile's reserve quota in the following manner:

a. With the exception of the top Twenty-Five per cent (25%) of each domicile, who are exempt from reserve rotation, every Flight Attendant will be designated either "A" or "B" for identification. Such letter designation does not necessarily place a Flight Attendant within the reserve rotation. All reserve quotas will be assigned from the junior most Flight Attendant upward.

b. At each domicile, the most junior Flight Attendants will serve on reserve in accordance with their designated letter in the following month:

"A"	"B"
January	February
March	April
May	June
July	August
September	October
November	December

c. Flight Attendants hired prior to October 1, 1977, shall be designated as "A" or "B" and will serve on reserve status in accordance with their seniority and group designation.

d. Notwithstanding Paragraph A.1.a, b, and c, all Flight Attendants who began Flight Attendant training on or after October 1, 1977, will serve on continuous reserve status for five (5) years or until such time as their seniority allows them to be awarded a line of flying. After such five (5) year period, they shall be designated "A" or "B" and will serve on reserve status in accordance with their seniority and group designation.

e. Any Flight Attendant who preferences reserve will be awarded the reserve line according to her/his seniority. If a Lineholder on A/B rotation does preference a reserve assignment during her/his line-

holder month, it will not affect her/his assignment to reserve the following month.

- f. A designated Reserve shall not, by virtue of her/his seniority, force a designated Lineholder into reserve status.
  - g. During her/his probationary period, a Flight Attendant may be assigned to an ID(s) on four (4) occasions out of time accrued order for the purpose of accomplishing inflight observations and/or training.
2. During the month prior to the bidding of vacations, the "A/B" letter designations will be revised at each domicile for the following year to be effective from February through January.
  3. A Flight Attendant who transfers will normally retain her/his designated letter unless a change is determined necessary under the provisions of the following Paragraph.
  4. During the year, should any domicile experience a significant imbalance in the relative seniority of the senior Reserves in each group, the MEC President or designee and WHQSK Manager of Advance Scheduling Operations/designee, by mutual agreement shall take appropriate action to restore a proper balance.
  5. In any given month, the most senior designated Reserves and the most junior Lineholders of the same letter should preference both schedule and reserve positions.
  6. A Flight Attendant shall be allowed to trade her/his reserve rotation "A" designation for "B" or vice versa, provided the trade is with another Flight Attendant considered as coming within the reserve rotation. Once accomplished, however, the Flight Attendant may not trade back to her/his original letter designation for the balance of the bid year unless action is taken pursuant to Section A.4. above.

**B. Reserve Move-Up to Line of Flying**

1. A Reserve who wishes to move into a line of flying left vacant due to resignation or transfer or which may be constructed from other open flying during the month may indicate such preference at the time of bidding by checking the appropriate box on her/his bid screen. Move-

up lines will be constructed with either pure Domestic or pure International IDs.

2. A Reserve will elect her/his preference of move-up lines by indicating Domestic, International, or Either on her/his bid screen. Reserves may specify up to two (2) of their scheduled days off as protected days to be included in their move-up line of flying.
3. The Reserve shall be allowed to remove her/his name from the move-up list within a specified period of time established at each domicile following the awarding of bids. In addition, subsequent to the bid award a Reserve may notify Inflight Scheduling that they wish to be placed on the move-up list. In such instance, the Reserve(s) will be placed on the bottom of the list.
4. The Company shall make up and/or award such line(s) at each domicile. Reserves who have bid for the lines shall be contacted in seniority order as lines open up. If all the protected day(s) specified by the Reserve cannot be accommodated, such Reserve will be bypassed and remain on the move-up list in seniority order until such protected day(s) can be provided. A Reserve who indicates no protected day(s) off, or whose protected day(s) has been satisfied, must accept such assignment. If more than one (1) line is available, the Reserve may be offered a choice of lines. If the Reserve has a vacation or will be on ANP status for seven (7) days or more in the remaining part of the month, she/he will not be moved into a line of flying.
5. Partial Month Move-Up

When there is an imbalance in open flying during a month, a Reserve may be assigned a partial move-up line provided it is for ten (10) days or more. The Reserve will revert to reserve status following completion of this partial line, provided there is insufficient open flying to complete a line up to her/his guarantee for the remainder of the month, or if this is the only means of providing her/his protected day(s) off. A move-up line will not be offered if such would result in a minus projection for planned reserve needs. In this event, the move-up line will be offered to the most senior Flight Attendant where this situation would not exist and whose protected day(s) off could be accommodated. Further, a Reserve under this Paragraph may not pick up open flying during the initial move-up period. Move-ups under this Paragraph will not be



offered to a Reserve who will be on vacation or ANP during any portion of the initial move-up period, or for seven (7) or more days if the partial line can be extended to a full line.

C. Reserve Assignment

1. a. There shall be two classifications of Reserves: Call-in Reserves and Ready Reserves. A minimum of sixty-five percent (65%) of a domicile's Reserves will be assigned to Call-In status. Reserves shall be able to bid for either Call-in Reserve or Ready Reserve, or both, for any of the days-off schedules offered. Awards shall be made in seniority order.
- 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.
- c. On a domicile by domicile basis, the Company shall review the ratio of Call-In Reserves to Ready Reserves with the LEC President/designee on a monthly basis. The objective in determining the ratio of the number of Call-In Reserves to Ready Reserves is to avoid converting an excessive amount of Call-In Reserves to Ready status. The Company and the LEC President/designee may mutually agree to modify the percentages in paragraphs a. and b. above.
2. At the beginning of each month, in order to establish the reserve availability lists, Flight Attendants in each list shall be placed in FIFO order, based on the scheduled arrival time of their last previous ID(s). In the case of the same scheduled arrival time, the Flight Attendants shall be placed on the availability list in inverse order of seniority, the most junior Flight Attendant at the top of the list.
3. Reserves shall progress within the availability lists on a credited flight time accrual basis, the Reserve with the lesser time accrued being assigned first. During the month, if time accrued is equal for two (2) or more Reserves on the same availability list, they shall be placed in FIFO order based on their last previous assignment.

4. After open flying requests have been processed and awarded to Line-holders, the Call-In Reserves expected to be available the following day shall be classified as having 1-day, 2-day, 3-day, 4-day or more day availability in accordance with their number of "on schedule" days remaining before their next scheduled days off. They shall be placed in their respective classifications in time accrued order.
5. Open positions with check-in times in the 24-hour period beginning at 0500 the following morning shall be assigned to Call-In Reserves according to their 1-, 2-, 3-, 4- or more day classifications in time accrued order and qualification.
6. Call-in Reserves who are not assigned may be either released from contact for the following day or assigned to the Ready Reserve list for the following day where they shall be placed in appropriate time accrued order. Call-in Reserves shall only be converted to Ready Reserve when the number of Ready Reserves available is equal to or less than the projected number of Flight Attendants needed for the following day. If released, Flight Attendants shall be so advised by the communications system referred to in Paragraph 7 below. If only a portion of the Call-In Reserves can be released, they shall be those at the bottom of the respective time accrued list.
7. a. Assignments for the Call-In Reserves shall be made available by an automated communication system, accessible by telephone, no later than 1900 hours. All Call-In Reserves scheduled to be available the following day (except those currently working an ID) must ascertain their assignment by utilizing the automated means provided by the Company between 1900 and 2400. (Sufficient automated communication means shall be used to prevent excessive waiting time for Call-In Reserves calling in to obtain their assignments.) Assignment information on the automated communication system shall first identify the Flight Attendant by file number followed by the appropriate assignment which shall include the ID number (and if not a scheduled ID, layover location, hotel and hotel telephone number and arrival time at home domicile). These assignments will be to one of the following:
  - (1) A specific ID. (The Flight Attendant is then free from contact.)
  - (2) The Ready Reserve List. (The Flight Attendant must then remain available for contact.)

- (3) Release. (The Flight Attendant is then free from contact until she/he has to call in the evening prior to her/his next available day.)
- b. If a Call-In Reserve is unable to access her/his assignment via the automated communication system, or the system malfunctions, the affected Call-In Reserve must call the crew desk for their assignment.
- c. Call-In Reserves who are working an ID at the time the assignments referred to in this Paragraph are being made, will have their time accrued position based on their projected time accrued after completing the ID. If she/he returns after 2400, the Call-In Reserve should contact the crew scheduler upon arrival.
- d. A Call-In Reserve who is returning from sick leave status shall be treated as follows:
  - (1) If she/he calls off sick leave prior to 1900, she/he will be given an assignment on the 1900 tape;
  - (2) If she/he calls off sick leave between 1900 and 2400, an assignment will be given to her/him at the time of the call;
  - (3) A Flight Attendant calling off sick leave after 2400, shall be considered on sick leave for the calendar day.
- 8. Ready Reserves shall be subject to call at any time except as noted in Paragraph 13 below. They shall also be classified as having 1-, 2-, 3-, 4- or more day availability in accordance with their number of "on schedule" days remaining before their next scheduled days off. Ready Reserves shall then be assigned open positions according to their 1-, 2-, 3-, 4- or more day classification in time accrued order and qualification. These assignments shall be made as soon as practical and shall include layover hotel and telephone number if assigned to an ID not published in the monthly key pages. Every attempt shall be made to assign a Ready Reserve at least four (4) hours prior to departure time.
  - a. A Ready Reserve may be released from contact for a period of time with the approval of the crew scheduler.
  - b. A Ready Reserve may provide one alternate contact at a time.

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.

9. Standby Reserve assignments may be made in accordance with Section 10.G. herein to either Call-In Reserves or Ready Reserves depending on when the assignment is made. Standby Reserve pay and credit will be given if specifically assigned as Standby Reserves or reassigned to Standby Reserve after arrival at the airport. Standby Reserves should be assigned to the first available open ID for which they are qualified not previously assigned when they are no longer needed as Standbys. Flight Attendants required to report to the airport and not assigned an ID shall be released from duty to begin her/his legal rest.

Reserves shall be placed on their respective list in time accrued order if they report for a flying assignment or for a standby assignment but do not fly or if they are returning from training, publicity or promotional assignments, special assignments, vacation, Union business, or day at a time vacation.

#### 10. Availability Following Days Off

A Reserve must be available for call at 0001 and shall be required to report for duty at 0500 or later, local domicile time, on the day following days-off, vacation, ANP time, Union business, DIF, or day at a time vacation.

#### 11. Availability On The Last Day Of The Month

A Flight Attendant who is going on reserve shall be available at 2000 for assignment to IDs departing after midnight. A Flight Attendant going off reserve may be assigned to IDs departing before midnight.

12. If a Reserve Flight Attendant is deadheaded on a flight which is being worked by another Reserve Flight Attendant from the same domicile, the deadheading Flight Attendant shall be scheduled out ahead of the Flight Attendant who worked the flight, provided they are on the same availability list.
13. The above specified reserve assignment procedures may be altered:
  - a. To prevent drafting.

- b. To protect a Reserve Flight Attendant's first scheduled ID.
  - c. At Christmas for three (3) days preceding and two (2) days following the holiday. Reserve Flight Attendants may indicate their choices for these days through the automated means provided by the Company. Whenever possible, Reserves shall be assigned IDs so that they may have the opportunity to be where they wish on this holiday in the order of their seniority.
  - d. Whenever, in the opinion of the Company, open ID coverage can be more effectively covered.
14. Except to avoid drafting, a Reserve shall be given only one (1) ID assignment in a duty period.

D. Special Reserve Legalities

1. Minimum Days Off

- a. (1) A Reserve shall be relieved of all duties for twelve (12) calendar days each month at her/his home 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 provide 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 Inflight Scheduling, create or compound a potential coverage problem. Such days off shall be assigned prior to the beginning of each month and shall be shown on her/his schedule for the month.
- (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.

- b. Reserve calendar days off are from midnight to midnight. When a Reserve arrives at her/his domicile and the duty period ends after midnight on a scheduled day off, she/he will be given that day off or the day following the last day in that days-off sequence; or may at that time select any other day off in the month which, in the opinion of the Company, would not result in coverage problems. In the event the Reserve elects an additional day off, she/he will be available for duty for the remainder of the violated day.
  - c. Reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly the International IDs assigned to a domicile. A maximum of 50% of a domicile's reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly International IDs assigned to another domicile. In no case may the consecutive days of availability exceed the longest trip length by more than two (2) days.
2. One in Seven Limitation
- a. Relief from all duty and Company obligations for not less than one (1) calendar day shall be provided for each Reserve at the home domicile at least once during any seven (7) consecutive days.
  - b. If, as a result of a Reserve Flight Attendant's schedule selection, she/he has not been provided with one (1) day off in a seven (7) day period, one (1) of the other scheduled days off may be used to provide for the required one (1) day off in a seven (7) day period. The Flight Attendant may indicate preferences as to which day will be used for this purpose and such preferences will be considered, if possible.
  - c. The provisions of sub-paragraph a above may be waived by the Flight Attendant on an actual basis.
3. Legal Rest Provisions at the Home Domicile
- a. Twelve (12) hours free from duty at the home domicile shall constitute a legal rest for Reserves.

- b. A Reserve who returns to the home domicile from an ID shall immediately contact the crew scheduler. The crew scheduler will advise the Reserve that her/his status will be one of the following:
    - (1) The Reserve's legal rest will commence thirty (30) minutes (or fifteen [15] minutes after deadhead) from the time of block arrival, or
    - (2) The Reserve will be given a second assignment within the same duty period to avoid drafting, or
    - (3) The Reserve will be assigned in accordance with time accrued order and legal rest provisions to an ID departing within fifteen (15) hours.
  - c. Upon commencement of a legal rest at the home domicile, a Reserve will not be subject to contact for the first eight (8) hours of the rest period, after which time she/he will maintain contact until given an assignment or commence day(s) off period.
4. Reserves shall be allowed to trade days off under the following provisions:
- a. The trade must be submitted for approval to Inflight Scheduling at least two (2) days prior to the first day involved in the trade.
  - b. The trade must not, in the opinion of scheduling personnel, adversely affect coverage.
  - c. The trade will not result in a Reserve being scheduled for less than one (1) day off in seven (7) consecutive days. (May be waived by the Flight Attendant.)
  - d. A trade cannot increase the number of blocks (groups) of days off above the number in her/his reserve line prior to the trade. It is permissible, however, for the trade to result in fewer blocks of days off.
  - e. All trades must result in no less than three (3) days of reserve availability between days off blocks.
  - f. A Reserve shall be able to trade day(s) off each month within her/his own line.

g. Provisions a., d., e., and f., above may be waived, if in the opinion of Inflight Scheduling the trade would not result in coverage problems.

h. Rejected trades shall include the reason for being rejected.

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 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.

E. Notice of Assignment

A Reserve shall be given fifteen (15) hours notice at the domicile point before departure time except that when the need for a Reserve cannot be determined at least fifteen (15) hours in advance of the flight, a lesser notice may be given. Although every attempt shall be made to assign a Reserve at least four (4) hours prior to departure time, a Reserve receiving less than four (4) hours notice will attempt to make the assignment. Except for periods of relief from duty provided in Section 7, a Reserve will be subject to contact at any time and must be available by keeping the Company advised of where she/he can be reached.

1. An available Reserve may be released from contact for a period of time with the approval of the crew scheduler.
2. A Reserve may provide one (1) alternate contact at a time. Personal beepers will be considered as an alternate contact.
3. Once given an initial assignment at the home domicile, a Reserve need not remain available for contact.
4. If an ID is assigned to a Reserve and then subsequently reassigned to a Lineholder, the crew scheduler will attempt to contact the Reserve before she/he leaves for the airport.



5. If a Reserve is required to report to the airport for a flight assignment and that assignment cancels and she/he is required to remain for a later assignment, she/he shall be covered by the standby reserve provisions of Paragraph G of this Section.

F. Picking Up Open Flying

1. In order to avoid drafting, a Reserve may, at her/his option pick up open flying on or into scheduled days off.
2. A Reserve may only pick up an ID which is scheduled to return to the home domicile in time for a legal rest prior to 0700 of the next scheduled reserve day. However, with the approval of the Company, a Reserve may pick up an ID which makes her/him illegal for the next scheduled reserve day or flies her/him into the next reserve day. Any assignment thereafter will have to meet all legality rules as set forth in Section 7 or 12., as applicable.
3. When a Reserve picks up an open ID on scheduled day(s) off, there will be no restoration of minimum days off under any conditions.

G. Standby Reserve

1. When a Reserve Flight Attendant is required to report to the airport without a specific flight assignment on a standby basis or when a Reserve Flight Attendant is reassigned to standby after arriving at the airport, the duty time shall begin at the time she/he reports and shall terminate at release time or one (1) hour before departure time of an assigned ID. A Flight Attendant will receive one-half (1/2) pay and flight time credit while on standby status, provided that if she/he does not fly during said duty period, she/he shall receive a minimum credit of five (5) hours for flight time limitations and pay purposes. Adequate rest accommodations shall be provided during the standby period.
  - a. A Flight Attendant on standby reserve shall be released from standby duty no later than four (4) hours from the time she/he reports for duty, or will be assigned an ID which departs no later than five (5) hours from commencement of the duty period, except when the Company is in a drafting situation.
2. Flight Attendants will be assigned standby reserve in time accrued order from the appropriate availability list and will be entitled to standby Reserve pay and credit if specifically assigned as standby Reserves, or if after reporting for duty is subsequently reassigned to standby.

Standby Reserves should be assigned to the first available open ID not previously assigned for which they are qualified, when they are no longer needed as standbys. Flight Attendants required to report to the airport as standby Reserves and not assigned an ID will be placed in time accrued order on their appropriate availability list. A standby who is not given a flight assignment shall be released from duty to begin her/his legal rest.

3. A standby Reserve who is required to report to the airport and actually flies, shall receive one-half (1/2) pay and flight time credit for the standby time in addition to any assigned flight time.
- H. At the time a Reserve bids a reserve line, she/he shall indicate whether she/he elects to be governed by the one hundred (100) hours or over one hundred (100) hours for the month. Additionally, a Reserve may opt anytime during the month.
- I. The Company shall provide an automated flight status communication system, accessible by telephone, for each domicile's Ready Reserves on a continual basis.
- The communication shall contain:
1. Identification of communication source.
  2. Number of one, two, three and four or more duty period open IDs.
  3. Names of Reserves legal for assignment and number of days available.
- J. The Company shall maintain and make available by automated means to the Flight Attendants in each domicile daily open flying records which will include a description of all open IDs and the names of the person(s) assigned to such IDs. These shall include records currently known as "reserve fly" and "assign show".
- K. Reserve Assignment

All Reserves will be given round-trip assignments whenever possible, however, any Reserve who arrives at a layover and who has not been given a return assignment will be notified of their return assignment within fifteen (15) hours of their arrival at a Domestic layover location and within twenty-four (24) hours of their arrival at an International layover location. The assignment must be made inclusive of the restriction of Section 7.J.6.

**SECTION 11**  
**DEADHEADING**

- A. A Flight Attendant deadheading at Company request shall receive full pay and flight time credit for the deadhead segment.
- B. On-Line Deadhead
1. All Flight Attendants shall be furnished non-revenue positive space (NRPS) must-ride transportation on deadhead flights.
  2. Flight Attendants will be booked in business class on three class aircraft, if available. If business class is not available, the Flight Attendant will be booked in coach/economy.
  3. Notwithstanding sub-paragraph 2. above, on-line transportation of Flight Attendants for International segments over four (4) hours will be booked in business class on three class aircraft, if available. Regardless of class of service booked, Flight Attendants will be upgraded to business class or first class, if available, at departure time in accordance with Company policy.
  4. Under no circumstances will a Flight Attendant be required to dead-head on a jumpseat on a flight over four (4) hours.
- C. A Lineholder Flight Attendant who deadheads on a flight because of substitution of equipment, will receive the same pay and time credit as though she/he had worked the flight.
- D. Off-Line Deadhead
1. Domestic Flights
- A Flight Attendant who is required to deadhead off-line and the scheduled flight time of the deadhead segment is three (3) hours or more, shall be afforded first class accommodations, if available. If first class is not available, the Flight Attendant will be booked in business class. If both first class and business class are not available, the Flight Attendant will be booked in coach/economy. If the scheduled flight time of the deadhead segment is less than three (3) hours, she/he shall be afforded coach/economy accommodations, if available.

## 2. International Flights

A Flight Attendant who is required to deadhead off-line on flights scheduled under four (4) hours shall be afforded coach/economy accommodations, where available. Business class accommodations will be provided, where available, for flights scheduled for four (4) hours or more.

E. Flight Attendants shall not be deadheaded on airplanes being ferried because of mechanical problems. In addition, when Flight Attendants are deadheaded off-line, the Company will consider the Union's recommendations regarding airlines they consider to be unsafe.

## F. Deviation from Deadhead

### 1. First Segment Deadhead

A Flight Attendant with an ID that has a first segment deadhead may, with the approval of Inflight Scheduling, deviate from deadhead. In the application of the above, the Flight Attendant's pay, flight time credit and expenses shall begin at the point of deviation. If, as a result of the deviation, the Flight Attendant does not fly the trip and the Company is unable to reassign the Flight Attendant under Section 8.J., the Flight Attendant shall have her/his line guarantee reduced by the amount of flight time lost.

### 2. Last Segment Deadhead

Flight Attendant with an ID that has a deadhead segment as the last segment may, with the approval of her/his Service Center Supervisor, deviate from such deadhead. To obtain this approval, the Flight Attendant must call Inflight Scheduling when they arrive at the airport after her/his last working segment.

In the application of the above Paragraph, the Flight Attendant shall receive pay and flight time credit as if she/he had worked the original ID.

G. A Flight Attendant may drink alcoholic beverages while deadheading subject to the following conditions:

1. The Flight Attendant is not in uniform.
2. If a Lineholder, does not have a scheduled flight departing within twelve (12) hours after scheduled arrival at a domicile or co-terminal

point; or at a non-domicile layover point will not be legal to be re-assigned or drafted to work any flight for at least twelve (12) hours after scheduled arrival.

3. If a Reserve, would not be legal for assignment for twelve (12) hours after scheduled arrival at a domicile, co-terminal or non-domicile point.
4. If the conditions above are met, the Flight Attendant may drink after takeoff, and in the event of multi-segment deadhead, may only drink on the final deadhead segment.

#### H. Reservations

For DSL ID(s) containing a deadhead segment(s), reservations including seat assignments where available, shall be made by the 20th of the prior month. For all other ID(s) containing a deadhead segment, reservations, including seat assignments where available, will be made as soon as practicable after the ID is constructed.

## SECTION 12 INTERNATIONAL

### A. International IDs

1. For scheduling purposes, an International ID may contain a domestic segment(s) provided, however, that such segment may not exceed one on either or both sides of the International segment and further provided that it is a through trip with the same flight number, or if it is a nonstop flight with a scheduled fuel stop and revenue passengers are not permitted to board.
2. A Flight Attendant may be scheduled or rescheduled to work both flights in a one-duty period round trip between the West Coast and Hawai'i provided she/he does not exceed fourteen and one-half (14 1/2) hours on duty.
3. At a 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's 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.

### B. International Domicile

1. a. The total number of International Flight Attendant block hours assigned to U.S. domiciles shall not be less than sixty percent (60%) of the total International Flight Attendant block hours flown in any schedule month.

- b. In the event the monthly flown block hour distribution fails to meet sixty percent (60%), the Company will allocate the necessary percentage adjustment within the subsequent two (2) schedule months. The Company will provide the Union each month with verifying documentation, including but not limited to Flight Attendant utilization reports, to demonstrate that the sixty percent (60%) ratio within the U.S. is being met.
  - c. The Company will not open a new International domicile until the Company first provides to the Union data that supports language requirements in excess of those provided for in Section 12.C.7.f. The Union shall be given the opportunity to provide alternative solutions to the opening of a new International domicile. Under no circumstances will the opening of a new International domicile(s) decrease the sixty percent (60%) guarantee of the total International Flight Attendant block hours to be flown by U.S. domiciles.
- 2. a. Prior to opening a new International Domicile, the Company shall determine the number of Flight Attendants needed to fly the International ID(s). The established number of positions shall be made available for system bid.
  - b. Bids for the International Domicile shall be posted at all domicile locations for a minimum of thirty (30) days. Bids shall state the number of assignments available; the qualifications necessary if applicable; the date the assignment is to begin; place where the bids are to be sent; and the last date on which they will be received. All assignments shall be awarded in accordance with System Seniority. Bids for the language qualified positions shall be awarded on the basis of System Seniority as outlined in Paragraph C.7 below.
- 3. A Flight Attendant shall be allowed a reasonable period between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.
  - 4. Any Flight Attendant who within the first six (6) months following the opening of a new International Domicile bids and is awarded a position in the International Domicile shall be considered as transferred at Company request and Section 24 shall apply.

### C. Qualifications

1. Flight Attendants shall be required to obtain and maintain a current passport, all required immunizations and over water qualifications. In the event a Flight Attendant's passport is lost or stolen, the Company, at the Flight Attendant's request, will provide the necessary documentation to expedite obtaining a replacement.

2. Partial Qualifications

During the qualification period, partially qualified Flight Attendants may fly International IDs if they have the necessary qualifications for the particular ID.

3. Visas

Local management shall monitor International trips and arrange visas as required. A domicile with trips to particular visa-requiring countries may specify a required visa qualification at their location. Flight Attendants in the domicile who have special visa needs based on their citizenship may be required to maintain certain visas. In the event the Company is unable to acquire the required visa(s) for the Flight Attendants, the Company shall make every effort to assist the Flight Attendants in successfully acquiring visas on their own.

4. Immunizations

Any necessary immunization records shall be maintained by each Flight Attendant on an International Health Card (PHS-731). Smallpox, cholera and other immunizations may be required according to the needs of a particular domicile.

5. Equipment and Service

Each domicile shall establish equipment and service qualification requirements based on the International and Domestic flying at the domicile. International flying shall be periodically reviewed and qualifications revised as necessary. Required overwater and equipment training will be paid in accordance with Section 15.

6. The Company shall bear the cost of any necessary passports, visas, work permits required to be domiciled at that location, residency permits, immunizations and immunizations recommended by the Centers for Disease Control (CDC) for destinations served by the Company.



## 7. Language Qualification

- a. If the Company decides to require language speaking Flight Attendants on board International flights, the Company may designate Language Qualified Flight Attendant vacancies in a domicile. Language Qualified Flight Attendant vacancies will be filled on the basis of the required language qualification(s), in System Seniority order. The Company will test Flight Attendants for language speaking proficiency prior to the awarding of language qualified bids. The Company may also re-test a language qualified Flight Attendant to determine whether she/he meets the level of proficiency required. A Flight Attendant who fails to demonstrate the level of proficiency required will lose her/his language qualified designation. Flight Attendants who lose their designation may choose to be retrained at Company expense.
- b. If insufficient bids from language qualified Flight Attendants are received, or if insufficient Flight Attendants pass the language proficiency test, the Company may hire such Flight Attendants into the domicile.

### c. Language Training Procedures

- (1) A Flight Attendant awarded a language qualified vacancy shall remain in her/his current domicile assignment until having successfully passed a Company-approved language course and passed a Company-approved speaking proficiency test.
  - (a) A Flight Attendant who fails to satisfy the requirements of sub-paragraph (1) above shall remain in her/his current domicile assignment.
  - (b) A Flight Attendant who satisfies the above requirements shall become eligible to report to her/his new domicile and/or bid for a language qualified position, effective the first day of the calendar month following passage of the proficiency test.
- (2) Language Training Course
  - (a) Flight Attendants who require language training shall immediately enroll in and begin a Company-approved language course in the language designated by the Company.

- (b) The Company shall pay tuition costs, the cost of required materials, parking fees, if any, and per mile expenses as provided in Company policy to and from the location of the approved language course.
  - (c) Each Flight Attendant's progress in the course shall be periodically evaluated by the course instructor(s). If a Flight Attendant does not demonstrate satisfactory progress, she/he may be removed from the course. In such event, she/he will be treated in accordance with Paragraph (1).(a). above.
  - (d) Following completion of the designated language course, Flight Attendants shall be given a language speaking proficiency test. Those who pass shall be handled in accordance with Paragraph (1).(b). above. Those who fail shall be handled in accordance with Paragraph (1).(a). above.
- (3) A Flight Attendant who, at her/his own expense, acquires a language proficiency sufficient to meet the Company's needs, shall be reimbursed 50% of her/his basic tuition, the cost of required materials, parking fees, if any, and per mile expenses as provided in Company policy to and from the location of the approved language course, subject to the following conditions:
  - (a) The employee was classified as a Flight Attendant while enrolled in the language course.
  - (b) The language course is approved by the Company prior to enrollment. The Company will make every effort to approve at least one language training facility at each domicile location.
- d. During any period where the need for language qualified Flight Attendants precedes the time when Flight Attendants will complete training, the Company may use any language qualified Flight Attendant on a voluntary basis in seniority order.
- e. In anticipation of the need for language proficient Flight Attendant(s) the Company may bid and award vacancies six (6) months in advance of the anticipated need or six (6) months in advance of the anticipated award of a route to a new International

city. The successful bidders on the language qualified vacancies shall immediately begin to follow the procedures outlined in Paragraphs C.1. and 2. above.

- f. The Company may designate the number of language qualified positions on each flight which can be awarded only to language qualified Flight Attendants. The maximum number will be:

Widebodied aircraft – 2

Narrowbodied aircraft – 1

- g. Any Flight Attendant who is reimbursed by the Company for language training must remain in the domicile for one (1) year.
- h. Flight Attendants assigned to language qualified positions shall work non-premium positions. The cabin position will be assigned in briefing in accordance with Section 9.C.6.
- i. Flight Attendants flying in the designated language qualified positions shall be paid, in addition to all other compensation,

\$1.54

per hour, prorated, for each credited hour flown on International IDs which contain a flight which originates or terminates in a city which is outside the continental United States, and Canada provided that in no event shall the time for which compensation is provided be less time than that generated by the application of the provisions of Section 8.A.

Such compensation shall be paid on a per hour basis for aircraft flown and for all credited time except sick leave and vacation.

- j. Bidding Process

The bidding process shall be as follows:

- (1) Flight Attendants designated as Language Qualified may bid on any Flight Attendant position and all positions will be filled in seniority order, except that only those qualified in the designated language will be eligible to be awarded a Language Qualified position. Language qualified lines of flying will not have a work position designator.

- (2) Following the award process, if designated language lines of flying remain open, they will be filled in seniority order from among the junior Flight Attendants who are qualified in the specific language.
- (3) A Flight Attendant filling a Language Qualified position may pick up any open trip in accordance with the provisions of the Agreement. A Language Qualified Flight Attendant may only trade a language ID for another ID of the same language, or with a Flight Attendant who is qualified in the same language, or with the approval of Inflight Scheduling, for an ID of another language for which she/he is qualified.

k. Reserves

- (1) Reserve assignments to Language Qualified IDs will be made first to Flight Attendants on Language Qualified reserve lines.
- (2) A Language Qualified Reserve on a regular International Reserve line may be assigned out of time accrued order to fill an open designated Language Qualified position.
- (3) In the event there are insufficient international Reserves available who are qualified in the designated language, the Company may assign a Language Qualified International Reserve to fill the open language position, based on passenger language needs as designated in the bid cover letter.

l. Language Incentive Pay

Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s) as designated in the bid cover letter working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation:

\$0.89

per hour prorated for each credited hour flown.

Such compensation shall be paid on a per hour basis for aircraft flown and for all credited time except sick leave and vacation.

The identification of additional language needs will not prevent any Flight Attendant(s) from bidding on or being awarded these IDs.

m. English Proficiency

The Company will apply the standards outlined in 7.a. above in testing and/or re-testing Flight Attendants for whom English is a second language, to ensure clear crew member and passenger communication.

A Flight Attendant who fails to demonstrate the appropriate level of proficiency will be required to attend Company approved English language training at Company expense.

D. Purser

1. Responsibilities

In addition to regular Flight Attendant duties, a Flight Attendant assigned to work a Purser position shall perform additional duties as defined by the Company in the Flight Attendant Operations Manual.

2. Eligibility

To be eligible for Purser qualification training, an International Flight Attendant must:

- a. have a minimum of one (1) year of active service; and
- b. have been awarded an International line of flying for six of the prior twelve months, or flown four hundred twenty (420) hours of international flying in the prior twelve (12) months; and
- c. satisfy overall performance standards established by the Company.

3. Qualification

a. Selection

To be qualified as a Purser, a Flight Attendant must pass an objective selection process. The Company will design and administer the selection process and set the passing score for the process. The Company may, from time to time, revise the selection process and passing score. The selection will be in domicile seniority order.

## b. Training

- (1) The Company shall offer Purser qualification training in seniority order to those individual Flight Attendants who have satisfied all selection requirements.
- (2) The Company will design and administer the Purser qualification training program and will set the standards for completion of training. The Company may, from time to time, revise the training program and standards for completion.
- (3) Training for Flight Attendants selected for the Purser position will be provided at reasonable intervals, but not less than once a year.
- (4) Pursers may be required to attend periodic meetings relevant to the Purser position and will be compensated in accordance with Section 15.A.

## c. General

- (1) A Flight Attendant who wishes to withdraw from the selection/training process may do so at any time during the process, but will be required to wait a minimum of six (6) months before re-applying.
- (2) A Flight Attendant who participates in the selection process for Purser, but is not selected for training, or who fails to complete training, must wait a minimum of six (6) months before re-applying for selection/training.
- (3) A Flight Attendant who does not desire to maintain her/his Purser qualification will give the Company six (6) months notice.
- (4) The Company will determine the number of qualified Purser positions based on the needs of the operation.

## 4. Pay Rates

The following Purser Pay rates shall apply for International ID(s):

- a. WIDE BODY EQUIPMENT  
B-747, DC-10, B-767, B-777  
\$6.16

## b. NARROW BODY EQUIPMENT

\$3.96

## c. B-747 Aft Purser

\$2.63

d. Such compensation shall be paid on a per hour basis for aircraft flown, except vacation pay shall be paid in accordance with sub-paragraph e. below.

e. Flight Attendants who were paid four hundred fifty (450) credited hours, excluding vacation, in a qualified Purser position in the previous calendar year shall be eligible for qualified Purser pay for her/his vacation(s).

## 5. Flight Assignments

a. A Flight Attendant who successfully completes Purser qualification training and periodic recurrent training may be awarded a Purser position in the bid award process in seniority order.

b. If an insufficient number of Purser qualified Flight Attendants bid Purser positions, Purser qualified Flight Attendants will be assigned in inverse order of seniority to these Purser positions.

c. An open Purser position which is filled two (2) days or more prior to departure will be filled in accordance with the provisions of Section 12.Q.4. with Purser qualified Flight Attendants only.

d. A Purser position open the day before departure may be filled by a Flight Attendant not Purser qualified provided a Purser qualified Flight Attendant is currently assigned to the base or equivalent ID. Under the provisions of this sub-paragraph, the Purser qualified Flight Attendant assigned to the base or equivalent ID will fill the vacant Purser position.

e. If no Purser qualified Flight Attendant(s) is assigned to the base or equivalent ID, a Purser qualified Reserve may be assigned out of time accrued order to fill the Purser position.

f. If no Purser qualified Flight Attendant(s) is available, the position will be filled in accordance with Section 9.F.7.

g. Reassignments

- (1) Purser qualified Flight Attendants filling Purser positions will be reassigned to open Purser positions first and then to any open ID(s).
- (2) In the event of an equipment substitution, etc., the most junior qualified Purser onboard will assume the Purser position, unless a more senior qualified Purser elects to work the position.

6. Trip Trading

Trades involving Purser positions will be governed by Section 9.G. Flight Attendants trading into a Purser position must be Purser qualified.

7. Restrictions

- a. A Flight Attendant may be restricted from filling a Purser position based on the following:

- (1) Failure to pass annual Purser recurrent qualification training;
- (2) Failure to perform Purser responsibilities as outlined in the Flight Attendant Operations Manual;
- (3) Failure to pass annual Purser recurrent qualification training or to perform responsibilities as outlined in the Flight Attendant Operations Manual will result in an informal performance review at which time the Purser will be afforded refresher training, on the job training, and/or any other appropriate assistance. The Company will subsequently observe performance and offer reasonable assistance if necessary to improve performance to a satisfactory level.

If, after the above steps have been exhausted, the Purser still fails to meet expectations, the Purser will be disqualified.

- b. A Flight Attendant may re-apply for Purser qualification after twelve (12) months from the date of disqualification and must be selected and trained under the provisions of Paragraph 3. above.



## E. Compensation

## 1. Base Compensation

Flight Attendants flying International IDs shall be compensated in accordance with Section 5, Paragraphs A.2. and B.2. of the Basic Agreement.

## 2. Minimum Monthly Guarantee

- a. For the first twelve (12) months after the opening of a new International Domicile, Lineholders shall be guaranteed a minimum of seventy-one (71) hours pay and credit per month. The minimum monthly guarantee for SEA/HNL Flight Attendants shall be seventy-one (71) hours.
- b. Reserves shall be guaranteed seventy-eight (78) hours pay and credit per month.

## F. Expenses

1. Hourly expenses shall be paid in accordance with Section 6, Paragraph A.1.
2. Crew Meals
  - a. If meals are boarded for passengers, crew meals shall be boarded on all segments originating or terminating in an international city which are scheduled for three (3) hours or more flight time.
  - b. On charter flights, the Company shall provide a meal for each Flight Attendant if a meal service is provided to the passengers.
  - c. All food components of the crew meals referenced in this paragraph shall be business class quality or better.
3. Should any unusual business-related expenses occur which are not contemplated by the provisions of Section 6 while the Flight Attendant is flying an International ID, the Company shall reimburse the Flight Attendant for such expenses when supported by receipts.

## G. Flight Time Limitations

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

2. When a Flight Attendant leaves her/his home domicile with credited flight time, plus projected time of her/his scheduled ID falling in the same month, totaling not more than the applicable scheduled maximum, she/he may complete such ID even though unforeseen irregularities cause her/him to exceed the applicable maximum.
  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 ninety-five (95) hours actual flight time maximum.
  4. Notwithstanding the provisions of sub-paragraph 1 above, if a Line-holder flies a line with a first of the month overlap ID which causes her/him to be projected over the maximum credited hours as would be applicable for the new month, she/he shall fly the ID(s) in the new month provided she/he does not exceed the applicable maximum hours on an actual basis in the new month.
  5. A Flight Attendant may not be reassigned if, as a result of this action, her/his monthly flight time would be projected over ninety-five (95) hours credited flight time maximum.
  6. If a Flight Attendant is drafted, the result of which projects her/his schedule over ninety-five (95) 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.
  7. When a Flight Attendant is assigned to flight duty after the beginning date of a bid month, the maximum credited hours for the month shall be reduced on a prorated basis, proportionate to the ratio that the remaining days in said month bears to the total number of days in said month.
  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 or over one hundred (100) hours for the month.
- H. 1. Bidding
- International and Domestic lines of flying and key pages will be sent in sufficient supply to major layover locations to be available for at

least three (3) twenty-four (24) hour periods during the bid process. The Company will establish a method by which Flight Attendants on layovers will be able to submit their bid requests.

2. Charters in Lines of Flying

Section 9.A.4.a., b., c., and d. shall apply except that the 21 hour return assignment requirement shall not apply.

I. Minimum Pay And Credit

The provisions shall be in accordance with Section 8, except as provided below:

1. Paragraph 8.K shall not apply to International IDs.
2. When a loss of flying time results in the application of the line guarantee, in lieu of the reassignment rights provided in Paragraph 8.J, a Flight Attendant may be reassigned as follows:
  - a. For International IDs of four (4) calendar days or less, any International ID for which she/he is legal provided that the ID to which reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than twenty-four (24) hours later than the original scheduled ID and that it does not interfere with the next scheduled ID. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.
  - b. For International IDs in excess of four (4) calendar days, the Company will be allowed a maximum of two (2) reassignments provided that the ID to which reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than thirty-six (36) hours later than the originally scheduled ID. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.
  - c. After a Flight Attendant is aware of the reassigned ID, she/he will have the option to decline a reassignment under paragraphs 2.a. and b. above, 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. If the Flight

Attendant declines the reassignment, her/his projection and line guarantee will be reduced by the value of the original assignment.

J. The thirty-five-in-seven (35-7) rule (Section 7.E) and the eight-thirty-in-twenty-four (8:30-24) 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.

K. Relief from all duty and Company obligations shall be provided for each Flight Attendant at least once during any seven (7) consecutive calendar days.

Such relief shall be either:

One (1) calendar day at her/his domicile OR

One (1) 24 hour period free from duty at an away from domicile point.

L. Flight/Duty Time Maximums

- 1. For all International IDs, flight time may not exceed the applicable duty time provisions.
- 2. Duty Time Maximums

<u>Situation</u>	<u>Maximum Scheduled On Duty</u>	<u>Maximum Actual On Duty</u>
a. Multi/Non-Stop		
Fit/Dhd time 8 hours or less	13	15
Fit/Dhd time in excess of 8 hours; or a flight departing from a non- domicile point; or a charter	14	16
b. Non-Stop		
Fit/Dhd time of 11:30 – 12:00	14:30	16:30

3. On non-stop flights of more than twelve (12) hours, actual duty time may exceed the combination of check-in, flight time, customs and debriefing time by a maximum of three (3) hours. Under no circumstances shall a Flight Attendant be required to remain on duty in excess of the above limitations.
4. If a non-stop flight makes a stop for operational reasons (such as for mechanical or weather conditions, for emergencies or fuel), even though planned prior to departure, it shall maintain its non-stop status. If the flight makes a stop for revenue purposes (such as to load or unload passengers or freight, except emergencies), it shall not be considered a non-stop flight and will be subject to the multi-stop duty day limitations.
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. In the application of Paragraph 5. above, it is agreed by the parties that the FAR Scheduled Duty Time maximum of twenty (20) hours shall be applied as the maximum for flights operating under 12.L.2.
  - d. Flights falling under the maximums outlined in Section 12.L.3. and 4. of the Agreement shall be restricted to a two (2) hour additional extension.

M. Legal Rest Minimums

1. Layovers

<u>Flt/Dhd. Time</u>	<u>Block- to-Block Minimum</u>	<u>Place of Lodging Minimum</u>
0-8:00	11	9
8:01-10:00	18	16
10:01-14:00	22	20
Over 14:00	33	30

b. Notwithstanding sub-paragraph a. above, the Company may schedule flights between California and Hawai'i under Section 7.J.1.b.

c. Notwithstanding sub-paragraph a. above, for purposes of all flights between the United States and Japan, the following exception shall apply:

<u>Block- to-Block Minimum</u>	<u>Place of Lodging Minimum</u>
22	20

2. At Home

Minimum Legal Rest		
<u>Flt/Dhd Time in Last Duty Period</u>	<u>Lineholder</u>	<u>Reserve</u>
Up to 8:00	10	12 - Where next ID's scheduled time away from home is up to 44:59
Up to 8:00	10	18 - Where next ID's scheduled time away from home is 45:00 to 74:59
Up to 8:00	10	24 - Where next ID's scheduled time away from home is 75:00 or more
8:01 - 10:00	24	24
10:01 - 12:00	36	36
Over 12:00	36	48

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 over her/his 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 Inflight Scheduling.
4.
  - a. When a Flight Attendant is deadheaded to cover an international flight, the minimum legal rest provisions of this paragraph shall apply.
  - b. Flight Attendants completing an international assignment shall receive an international legal rest prior to their next assignment.
  - c. Flight Attendants completing a domestic assignment shall receive a domestic legal rest prior to their next assignment.
5. On-Board Rest
  - a. (1) A Flight Attendant shall be permitted a minimum of one (1) full hour of rest in the assigned crew rest seat on board the aircraft when the scheduled non-stop flight segment is eight (8) hours or more and a minimum of two (2) full hours of rest when the scheduled non-stop flight segment is twelve (12) hours or more.
  - (2) The Domicile Manager, after discussion with the LEC President, may authorize up to thirty (30) minutes of crew rest on flights where the scheduled non-stop or multi-segment flight time is seven (7) hours or more and operates between 2200 and 0600. This authorization may be altered based on the needs of the service.
  - b. The Company shall provide two (2) sets of three (3) contiguous seats on jumbo equipment and one (1) row of three (3) contiguous seats on narrowbodied equipment which the Flight Attendants may use for such rest. Such crew rest seats shall be located in either the first or last row of any zone, unless otherwise agreed between the Company and the Union. Such rest seats shall be curtained from passenger view.

c. Notwithstanding the above:

- (1) The Company and Union will meet and confer if the Company needs to make any changes to the bunks/bunk facilities or crew rest seats which would adversely affect Flight Attendant use. No changes will be made without first giving the Union the opportunity to make recommendations.
- (2) On B-747 equipment, without sleeperette seats in the first class upper deck, and on B-777 equipment such crew rest seats shall be the two (2) sets of three (3) contiguous seats or three (3) sets of two (2) contiguous seats in the first or last rows of any zone or cabin or behind the passenger compartment of the upper deck.
- (3) On DC-10 and B-767 equipment, such crew rest seats shall be the last four (4) contiguous seats in the rear of any zone or cabin or two (2) sets of two (2) contiguous seats in the front or rear of any cabin. Such crew rest seats will be curtained. In addition, two (2) adjacent seats shall be reserved for crew rest purposes unless required for revenue passengers. These two (2) seats will not be curtained.
- (4) The Company shall provide two (2) sets of two (2) contiguous sleeper-type seats with appropriate pitch or four (4) bunks on scheduled nonstop flight segments of twelve (12) hours or more. Such crew rest may be located at the front or rear of any zone or cabin and will be curtained from passenger view.
- (5) Crew rest facilities will be located in a non-smoking zone.
- (6) On flights over twelve (12) hours where the regularly scheduled equipment is not available, the following shall apply:

B-747 - One (1) row of ten (10) seats or two (2) sets of three (3) and two (2) sets of two (2) contiguous seats in the front or rear of any zone.
- (7) On new or reconfigured equipment, the inclusion of a crew bunk facility is preferable to a crew rest seat if bunks can be provided without further reducing the availability of revenue passenger seating.



- (8) Bunks will be equipped with curtains, emergency oxygen system, reading lights, air outlets and individual seat belts.
- (9) Crew rest facilities as defined in this Section are for the sole and exclusive use of Flight Attendants assigned to the flight or personnel covered by Section 4.S.

N. Duty Time Provisions

1. Commencement of Duty - On a monthly basis the Company may increase scheduled reporting time by a maximum of forty-five (45) minutes at the home domicile or layover point for specific departing flight(s). This information must be published in the lines of flying and bid cover letter prior to the bidding process.
2. When a Flight Attendant on an International ID is required to go through a customs check at the end of a duty period, duty time shall be extended by thirty (30) minutes. When a customs check is extended due to unusual circumstances, duty time will be extended accordingly.
3. The Company may increase the scheduled reporting time for dead-head segments, as outlined in the provisions of Section 7.I.1.c. & d. by a maximum of thirty (30) minutes.
4. No Flight Attendant will be scheduled or required to fly or deadhead around the world without her/his concurrence.

O. Legality For New Schedule

1. A Flight Attendant awarded a schedule for which she/he will not be legal should follow trip trade procedures to make herself/himself legal.
2. The Flight Attendant can and, if necessary, should contact Inflight Scheduling for assistance in rescheduling if unable to resolve the legality problem by trip trading.
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), Inflight 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 ninety-five (95) hours combination of flight credit and projected time for the month.

4. Whenever possible, the rescheduling contemplated in Paragraph 3 above will be completed before the departure of the last trip of the preceding month. Where this is not possible, the Flight Attendant will be responsible to contact Inflight Scheduling at one predesignated time on each of the remaining originally scheduled work days of the new month until the reassignment has been made.
5. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.

P. Adjustment Of Time

1. Decreasing Time

- 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 month, she/he must contact Inflight Scheduling for rescheduling. The Flight Attendant may be projected to 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 be subject to the approval of the Crew Resource Manager.
- b. Priority will be given to assigning Flight Attendants to IDs in the same operation and the same number of days.

2. Increasing Time

- 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 project over her/his monthly maximum if applicable.
- b. A Flight Attendant who puts in an open flying request to make up ANP or PTO will have her/his maximum increased by the amount of ANP or PTO made up.

Q. Assignment Of Open ID(s)

Assignments for open flying shall be in the order as listed below. In the application of Paragraphs 2 and 3, a Flight Attendant who, due to the

irregularity is projected the greatest number of hours beneath her/his line guarantee, will be assigned first. In the application of Paragraph 4, a Flight Attendant with the lowest line guarantee will be assigned first. In the application of Paragraph 6, a Reserve with the lowest projection will be assigned first. Within Paragraphs 2, 3, 4 and 6, if the number of hours is equal for two (2) or more Flight Attendants, the assignment will be according to seniority preference.

Priority will be given to reassigning Flight Attendants to IDs in the same operation and the same number of days.

Order of Assignment:

1. Converted Flight Attendant

A Flight Attendant converted from deadhead to working status on the same flight. Conversions shall be offered in seniority order. A Flight Attendant shall not be converted if it will cause her/him to be illegal for the remainder of her/his scheduled ID(s).

2. A Home Flight Attendant

- a. Who has lost her/his scheduled outbound flight for any reason or whose outbound flights will operate so late that she/he would miss the return flight and who, by taking an open flight, can legally connect to the return flight. If such assignment cannot be made, the Flight Attendant may be deadheaded to the layover point to cover her/his return flight unless it involves a double deadhead.
- 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.
- c. Who is being reassigned to restore minimum calendar days off.
- d. Who is being reassigned under Section 8.J. or 12.I.2, if applicable.

3. A Visiting Flight Attendant

This provides for the assignment of a visiting Flight Attendant who has lost her/his outbound because of an irregular operation or a visiting Flight Attendant who has an open return assignment.

- a. Who has lost her/his assigned return flight provided another open flight will not be created.
- b. Who does not have an assigned return flight, provided another open flight will not be created.
- c. Who with no scheduled return may be assigned a return flight to her/his home domicile that is scheduled to depart no more than twelve (12) hours beyond the termination of the legal rest period.

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 if applicable. (A Flight Attendant may make up military ANP)

The following order shall apply to this category if the open flying 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.

- a. Flight Attendant who has lost time for any reason (including military ANP and time lost under Section 8.J., 12.I. and 18.K.) except illness or RDO.
  - b. Flight Attendant whose line guarantee is below seventy (70) hours.
  - c. Flight Attendant who desires to make up sick leave time.
  - d. Flight Attendant who desires to increase time for any reason, including a Flight Attendant who desires to make-up AFA flight pay loss.
  - e. A Flight Attendant in a Partnership who wishes to increase time up to her/his applicable maximum.
  - f. A Flight Attendant who, with Company approval, desires to make up PTO and ANP.
  - g. Flight Attendant who has lost time due to RDO.
5. A home Reserve Flight Attendant.
6. a. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off on a once a month basis (as described in Section 10.F.2. and 3.).

- b. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off in order to prevent drafting (as described in Section 10.F).

7. Drafting

- a. The most junior home international Flight Attendant who can work the flight and still be legal for her/his next scheduled ID (if time permits).
- b. The most junior home international Flight Attendant available.
- c. Any Flight Attendant legal for the flight (in inverse order of seniority, if possible).
- 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.

R. Schedule Irregularities

- 1. Irregularities within the contiguous United States:
  - a. At a domicile point - use Section 9.K.1 or 12.Q.
  - b. At a non-domicile point:
    - (1) Use Section 9.K.2.
    - (2) Draft the most junior Flight Attendant(s).
- 2. Irregularities outside the contiguous United States:
  - a. At an International domicile point - use Section 9.K.1 or 12.Q.
  - b. At an International non-domicile point, the following reassignment priorities will apply:
    - (1) Open flights will be filled on a FIFO basis from crews headed in the same direction.
    - (2) When an inbound crew is not legal for its regular outbound flight, protection for that flight will be provided by drafting the first available crew for whose flight the arriving crew would be legal.
    - (3) In the event of schedule irregularities that involve other than the same direction, and protection cannot be provided by

using Paragraph 2 above, the first legal crew available will be utilized.

S. Filling Of Vacancies

A Flight Attendant whose bid is accepted for transfer to a domicile in order to fill a Language Qualified position shall not be eligible to file another bid for domicile transfer for a period of one (1) year.

T. Miscellaneous Provisions

1. For International IDs only, Section 3., Paragraph O. shall not apply.
2. Minimum day off provisions of Section 7.G shall apply to the International lines of flying.
3. Flight Attendant Checked Baggage

Flight Attendants shall be permitted to check two (2) bags on International trips of four (4) days or longer. Where available, priority handling will be given to crew baggage. The Company shall be liable for lost checked crew baggage, upon proof of loss, in accordance with passenger lost luggage liability, exclusive of uniforms, for any one occurrence. In the event of a delay in receiving a Flight Attendant's luggage, the Flight Attendant will be promptly provided an amenities kit, where available. The Flight Attendant will also be reimbursed for reasonable and actual expenses incurred due to such delay.

4. Death Downline

In the event a Flight Attendant dies away from her/his home domicile on Company business, the Company shall, at its expense, return the remains to the Flight Attendant's home domicile or city of burial.

U. Reserve Scheduling Procedures

Section 10 of the Basic Agreement will apply except as modified below:

1. Reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly the International IDs assigned to a domicile. A maximum of 50% of a domicile's International reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly International IDs assigned to another domicile. In no case may the consecutive days of availability exceed the longest trip length by more than two (2) days.

2. A Reserve shall actually be relieved of all duties for at least twelve (12) calendar days each month at her/his home domicile. The manner in which these days off are sequenced will be determined by the type of International flying assigned to the domicile. Section 12.K. shall apply to Reserves.
3. For the purpose of complying with Section 12.K. (one in seven) a Ready Reserve in addition to a Call-In Reserve, may be released from a day of availability. For Ready Reserves, such release shall be accomplished in inverse time accrued order within the appropriate classification list. The Company may not release a Ready Reserve on a holiday (as defined in Section 2.Q.) other than the Flight Attendant's birthday holiday.
4. International Reserves shall be classified as having 1-day, 2-day, etc. up to the maximum number of consecutive days of availability as defined in paragraph one above, in accordance with Section 10.C.
5. All Reserves will be given round trip assignments whenever possible. However, any Reserve who arrives at a layover and who has not been given a return assignment will be notified of the return assignment within twenty-four (24) hours of her/his arrival at that layover location. The assignment must be made inclusive of the restriction of Section 7.J.6.
6. The Company may designate specific reserve lines of flying for Language Qualified Flight Attendants.

V. Special TDY

1. The Company may temporarily assign Flight Attendants to a non-domicile location outside the forty-eight contiguous United States for periods not to exceed one (1) schedule month each. During such temporary duty, the following conditions will apply:
  - a. The assignment will be voluntary and awarded, in seniority order, to qualified Flight Attendants holding a permanent bid at the domicile(s) selected by the Company. Such Flight Attendants must be available for work during the entire period.
  - b. While on such TDY, Flight Attendants will be considered on ready reserve status with days off as provided by Section 12.U.
  - c. For all contractual purposes related to flight assignments, IDs flown during the TDY period will originate and end at the TDY location.

Exceptions to this are:

- (1) The first assignment in the TDY period may be from the Flight Attendant's domicile point to the TDY location.
  - (2) The last assignment in the TDY period may be from the TDY location to the Flight Attendant's domicile.
  - (3) In either situation above, pay and time credits will be based on the one-way assignment.
- d. Necessary transportation to and from the TDY assignment will be provided by the Company but will not count for purposes of credited flight time.
2. During the period of TDY, the TDY location will be considered for the purpose of hourly expenses as though it were the Flight Attendant's home domicile. In lieu of any other expenses provided in this Agreement, Flight Attendants while on such TDY will receive the following:
- a. Expenses when on duty or on flight assignment in accordance with Section 6.A.1.
  - b. Twenty-Five Dollars (\$25.00) a day for all incidental expenses.
  - c. Expenses for Company-approved hotel or other quarters where not provided by the Company. The criteria used in Section 3.K. will apply. Every reasonable effort will be made to provide quarters in downtown or downtown-like locations within close proximity to restaurants and shopping.
  - d. Reasonable, actual laundry and cleaning expenses when supported by a receipt for both uniform and personal clothing.
  - e. Reimbursement for approved business transportation when supported by a receipt for travel between the approved living quarters and the airport when such transportation is not provided by the Company.



**SECTION 13**  
**MAC OPERATION**

All provisions of the Agreement, except as modified or excepted by this Section, shall apply to the Flight Attendants assigned to a MAC ID(s).

**A. Definitions**

1. "MAC Operation" means any flights regardless of the nature of the payload transported, all or part of which are conducted in accordance with any contract made between United Air Lines, Inc. and the Military Airlift Command for operation outside the continental limits of the United States (excluding Hawai'i and Alaska) but shall not include the Company's certified service or commercial charter service.
2. Any government operation conducted solely within the continental limits of the United States (excluding Hawai'i and Alaska) shall not be considered flight time under this Section. Flight Attendants assigned to flights which require exemption under Sub chapter C.49CFR shall be provided the protection established in paragraphs D, E, F, and G.

**B. Additional Compensation**

In addition to the regular compensation, a Flight Attendant shall be paid an international override for each hour or portion thereof flown or credited as follows: \$2.25.

**C. Hours of Service**

If more favorable or less favorable rest provisions are negotiated by the Company with the pilots in the employ of the Company, the provisions which are applicable will automatically apply to Flight Attendants for the rest provisions falling between two (2) MAC flights.

**D. Death Benefits**

In the event of the death of any Flight Attendant while assigned to a MAC ID or in the event of death of any Flight Attendant resulting from injury or disease received while assigned to a MAC ID, the Company shall pay or cause to be paid, subject to the conditions of Paragraph I, Twenty-Five Thousand Dollars (\$25,000), (Fifty Thousand Dollars [\$50,000] where exemption under Sub chapter C.49CFR is required, or in the event of death caused by hostile action of a representative of any government

while the Flight Attendant is outside the United States during assignment to a MAC ID) to the beneficiary or beneficiaries in the order and manner named in the last Group Life Insurance certificate issued for such Flight Attendant. Such death benefit shall be paid either in a lump sum or in installments, as the Flight Attendant may in writing direct. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Group Accident-Sickness and Dental Insurance Program.

E. Permanent Total Disability

In lieu of death benefits described in Paragraph D, in the event of the permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to a MAC ID, the Company shall pay or cause to be paid, subject to the conditions of Paragraph I, compensation in the sum of Fifty Thousand Dollars (\$50,000) or One Hundred Thousand Dollars (\$100,000) where exemption under Sub chapter C.49CFR is required, or in the event of permanent total disability caused by hostile action of a representative of any government while the Flight Attendant is outside the United States during assignment to a MAC ID. Such compensation shall be paid either in a lump sum or in installments, as the Flight Attendant may, in writing, direct. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two (2) thereof, shall constitute permanent total disability for the purpose of this Paragraph. In all other cases under this Paragraph, permanent total disability shall be determined in accordance with the facts. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Cooperative Group Life and Group Accident/Sickness and Dental Insurance Program.

F. Permanent Disability Other Than Total

In the event of permanent disability other than permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to a MAC ID, the Company shall pay or cause to be paid, subject to the conditions of Paragraph I, for a period of not less than twelve (12) months commencing with the date of incurrence of disability, the amount each month during such period by which the minimum pay provided for in Section 5.A.2 and Section 13.B exceeds the sum of (a) the amount to which such Flight Attendant is entitled under Section 29, Worker's Compensation, and (b) the amount of pay received for such month in the same or other employment with the Company. Under the

conditions of this paragraph, a Flight Attendant's pay shall be calculated on the basis of seventy-two (72) credited hours per month.

G. Workers' Compensation Benefits

Workers' Compensation Benefits shall be provided by the Company for all Flight Attendants assigned to a MAC ID in accordance with the provisions of Section 29, Workers' Compensation. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to Paragraphs D and E of this Section and will be paid to the beneficiaries prescribed by the applicable law herein provided.

H. Missing, Internment, Prisoner of War Benefits

1. A Flight Attendant who, while engaged in a MAC ID, is interned or taken prisoner of war by a foreign government shall be allowed compensation at her/his basic monthly rate for the periods during which interned or held prisoner of war; however, that in the absence of knowledge on the part of the Company as to whether a Flight Attendant is alive or dead, compensation in such amounts shall be allowed until death is established or until there is a presumption of death under applicable law.
2. A Flight Attendant while engaged in a MAC ID, who becomes missing and whose whereabouts becomes unknown, shall be allowed compensation at her/his basic monthly rate for a period of twelve (12) months after disappearance or until such date as death is established, whichever first occurs. If, upon the expiration of the twelve (12) month period, any such Flight Attendant is still missing and her/his whereabouts are unknown, or if prior to that time death is established, the Company shall pay or cause to be paid the death benefits provided in Paragraph D.
3. The monthly compensation allowable under this Paragraph to a Flight Attendant interned, held prisoner of war, or missing shall be based on 72 credited hours, as well as the override in Section 13.B. This shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions for such Flight Attendant. The Company shall cause each Flight Attendant assigned to a MAC ID to execute and deliver to the Company, prior to such assignment, a written direction in the form prescribed by the Company.

4. Any payments due to any Flight Attendant under this Paragraph which are not covered by a written direction as above required, shall be held by the Company for such Flight Attendant; and, in the event of death shall be paid to the legal representative of her/his estate.

I. General Conditions

1. The provisions for death benefits in Paragraph D and for disability benefits in Paragraphs E and F are intended to apply to Flight Attendants while assigned to a MAC ID, as follows:
  - a. When outside the continental United States in connection with or as a result of said operations, irrespective of whether they are actually engaged in active duty at the time of death or injury.
  - b. When within the continental United States, only if they are actually engaged in the course of employment at the time of death or injury, except that when not actually engaged in the course of employment at the time of death or injury, Flight Attendants shall receive the group insurance benefits now in force on the Company's domestic routes.
2. The obligation of the Company to make payment provided for in Paragraphs E and F is subject to the condition the injury or disease, resulting in the permanent total or partial disability, shall not have been occasioned solely by her/his attempted suicide.

J. Miscellaneous Provisions

1. Flight Attendants shall continue to fly any MAC flight deemed essential to the national defense, provided such flights are solely military in nature and carry cargo composed entirely of military requirements even though at the time such military flights are necessary, the Flight Attendants have for any reason withdrawn from domestic air line service.
  - a. To assure the movement of a particular flight under such circumstances, the Union shall require certification by an appropriate Company official designated by the Company that such flight is in accordance with specifications set forth in Paragraph 1 above. This certification shall be provided prior to movement of the flight where feasible or, where not feasible, promptly thereafter.

- b. A Flight Attendant who flies such military traffic shall not lose any benefits accruing to other Flight Attendants which they would otherwise have received upon settlement of an unresolved labor dispute.
2. In the event an ID contains both MAC and regular International flying, the special MAC provisions of this Section will apply only to the MAC flight(s) therein. A deadhead immediately preceding or immediately following a working MAC flight will also be considered a MAC flight for purposes of this Section.

**SECTION 14**  
**TEMPORARY DUTY ASSIGNMENT**

- A. Temporary duty assignments shall be for a period of no more than four (4) consecutive schedule months and shall consist of filling of vacancies for any flight coverage.
1. a. For temporary duty assignments of thirty (30) days or more, the Company will post a bid in multiple locations frequented by Flight Attendants in the domicile, and corresponding co-terminal(s) selected to provide the coverage and will include electronic notification to all affected Flight Attendants. Filling of the assignment shall be on a seniority basis from among those qualified to bid and who will be available.
  - b. A Flight Attendant bidding for TDY will be bypassed based on the following:
    - (1) Seven (7) days or more of unavailability for a TDY of one (1) schedule month;
    - (2) Fourteen (14) days or more of unavailability for a TDY of two (2) or three (3) consecutive schedule months;
    - (3) Seventeen (17) days or more of unavailability for a TDY of four (4) consecutive schedule months.
  - c. Flight Attendants may not voluntarily surrender awarded vacation day(s) to make themselves eligible to bid a TDY as defined in this Section.
  - d. If an insufficient number of bids are received, the Company may request any Flight Attendant willing to accept the assignment, or may assign the most junior Flight Attendant qualified to fill the vacancy. In this instance, no restrictions on days of unavailability shall apply.
2. The bid (bulletin) shall state the expected length of the temporary duty assignment, the number of such assignments if more than one, the location of the assignment and the place where bids are to be sent and the last date on which they will be received. Such date will be a minimum of seven (7) twenty-four (24) hour periods from the date a bulletin is posted.

Any Flight Attendant transferring to fill such vacancy will begin the assignment on the date set by the Company, which shall be not less than five (5) days from the date notified of the assignment. A Flight Attendant shall be allowed a reasonable period between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.

- B. Temporary duty assignments of less than thirty (30) days shall be offered in seniority order to Reserves at the domicile(s) selected to provide the coverage. Reserves who will be unavailable for one-third (1/3) or more of the TDY assignment because of vacation, ANP time, leave of absence or sick leave will be by-passed for temporary duty assignment. Any need remaining after this procedure is completed will be in inverse order of seniority in accordance with scheduled availability of the Reserve(s) during the temporary duty assignment.
- C. In addition to all other compensation, Flight Attendants on temporary duty assignment to a geographic location other than their domicile, shall receive the following:
  - 1. Every reasonable effort will be made to provide quarters in downtown or downtown-like locations within close proximity to restaurants and shopping. The criteria used in Section 3.K. will apply. Flight Attendants will be entitled to reasonable and actual expenses for single occupancy hotel rooms when not provided by the Company.
  - 2. Expenses when on duty or on flight assignment in accordance with Section 6.A.1. and Twenty Dollars (\$20.00) per day for all incidental expenses. The Company reserves the right to increase the daily incidental expense allowance based on the circumstances related to the TDY. Prior to implementation, the Company will advise the MEC President/designee of its reason(s) for the increase.
  - 3. They shall also be furnished NRPS transportation to and from the temporary duty domicile.
  - 4. Transportation between the hotel and the airport or expenses therefore, if transportation is not furnished by the Company.
  - 5. Actual and necessary laundry and cleaning expenses will be allowed, supported by receipt, when the temporary duty assignment is for more than seven (7) days.

**SECTION 15**  
**TRAINING AND MEETINGS**

- A. Flight Attendants required to attend any Company training or meeting shall be compensated at the rate of Nine Dollars (\$9.00) per hour, prorated. This provision is not applicable to removal from flight schedule as described in Paragraph G, personal meetings or domicile indoctrination.
1. A minimum of one (1) hour's pay will be provided:
    - a. when the training immediately precedes or follows a duty period, or
    - b. for up to three (3) training events per calendar year when the training occurs completely apart from the duty period.
  2. When the Company requires a Flight Attendant to attend training completely apart from a duty period more than three (3) times per calendar year, a minimum of three (3) hours pay will be provided.
  3. Each meeting or training will not exceed eight (8) hours. No such training or meetings shall be held between the hours of 2200 and 0600 except in an emergency or as provided in Paragraph 4 below.
  4. Training, as provided for in Paragraph A.1. above, shall not take place between 2200 and 0600 except with the concurrence of the Flight Attendant.
- B. Whenever possible, all general Flight Attendant meetings shall be shown in the lines of flying for bidding. Flight Attendant meeting dates will be announced at least fifteen (15) days in advance. Trip trades between Flight Attendants shall not be restricted as a result of a scheduled Company meeting.
- C. All travel necessary for training and meetings shall be by must-ride NRPS transportation. Flight Attendant transportation will be provided in accordance with Section 11.B. and E.
- D. A Flight Attendant may be reassigned in order to become trained in a premium position. A Flight Attendant may be so reassigned on no more than one (1) ID per month. It is understood that the position into which the Flight Attendant is reassigned must be vacant or the Flight Attendant in that position must be willing to train the repositioned Attendant.



- E. In the event any training or meeting is canceled or rescheduled twelve (12) hours before such training or meeting is to commence, the Company shall make every reasonable attempt to notify the Flight Attendant(s) affected.
- F. Flight Attendants will be provided single occupancy hotel rooms for layovers related to training or meetings.
- G. Flight Attendants removed from flight schedules for training or meetings shall receive pay and flight time credit for the scheduled flight hours missed. This provision is not applicable to Flight Attendants who as a result of voluntary transfers are required to receive training in order to qualify on equipment flown by the new domicile.
- H. A Flight Attendant whose days off are reduced below minimum guarantee due to any training, meetings or associated travel days, shall be protected against any loss of pay resulting from the rescheduling necessary to restore days off to the required minimum.
- I. When a Flight Attendant is being trained in a premium pay position (as provided for in Section 5 - Compensation) both the trainee and the trainer shall receive the applicable premium pay.
- J.
  - 1. For the purpose of legal rest requirements and maximum duty periods only, either of which may be waived at the Flight Attendant's option, a Flight Attendant will be considered on duty during times she/he is required to and attends any general training or any meeting as contemplated in this Section. Per hour expenses as described in Section 6 shall apply. Personal meetings or retraining are specifically excluded from this provision.
  - 2. When Flight Attendants are required to travel to training, fifteen (15) hours between scheduled arrival and training shall be provided if the scheduled flight time, whether non-stop, or multi-segment with no intervening rest, from the Flight Attendant's domicile to another domicile or city designated by the Company for training, exceeds nine (9) hours.
  - 3. A Flight Attendant returning to her/his home domicile from training whose scheduled flight time exceeds nine (9) hours, whether non-stop or multi-segment with no intervening rest, shall receive a minimum twelve (12) hour rest prior to her/his next assignment.

- 4. The provisions of sub-paragraphs 1, 2 and 3. above may be waived by the Flight Attendant.
- K. If the Company requires a Flight Attendant to attend any training, group meeting, or individual meeting, and she/he is not provided with one (1) calendar day off in seven (7) consecutive calendar days, she/he shall be protected against any loss of pay resulting from the rescheduling necessary to restore days off to the required minimum.
- L. When a Flight Attendant is required to complete a home study course, she/he shall receive training pay for a reasonable time established by the Company to complete the course.
- M. Lineholders shall be allowed the opportunity to bid for recurrent emergency training before being assigned by the Company.
- N. A Flight Attendant who is required to travel to recurrent emergency training at another domicile, who is unable to attend due to Company provided transportation irregularities, and who thus becomes projected below minimum days off, will be pay protected for any rescheduling necessary to restore the minimum day(s) off.
- O.
  - 1. Whenever possible, Flight Attendants will be permitted to bid month, if applicable, date and time for all required training.
  - 2. After a Flight Attendant has bid and been awarded a training/meeting date, the Flight Attendant may trade her/his date, with two (2) business days' notice, for any open slot in the same schedule month not reserved by Training. Such trades will be awarded on a first come, first served basis.
- P. A Flight Attendant who has not flown an International ID during any consecutive eighteen (18) month period will be required to successfully complete International Refresher Training in order to maintain her/his qualification. A Flight Attendant who has not flown an International ID during any consecutive three (3) year period will be required to successfully complete initial International Services Training in order to be requalified.

**SECTION 16**  
**UNIFORMS**

- A. Flight Attendants shall wear their uniform as prescribed in Company regulations at all times while on duty as a member of the crew and such other times as may be prescribed.
- 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.
- C. Uniforms
  - 1. The female Flight Attendant uniform shall consist of the following items or their equivalent:
    - 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
    - b. Female Flight Attendant accessories:
      - Footwear and boots
      - Gloves
      - Hosiery
      - Garment bag
      - Small suitcase
      - Large suitcase
      - Purse
  - 2. The male Flight Attendant uniform shall consist of the following items or their equivalent:
    - a. Male Flight Attendant basic uniform:
      - Jacket and trousers

One (1) winter coat or an all-season coat  
Five (5) shirts or equivalent  
Two (2) ties/tie tac

b. Male Flight Attendant accessories:

Footwear and boots  
Small suitcase  
Gloves  
Garment bag  
Hosiery  
Large suitcase

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 Melton wool optional coat. If an optional coat is made available, it shall be made available within the yearly point allotment.

4. The Company shall provide non-wool uniforms for Flight Attendants with wool allergies.

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. All unused uniform points on the effective date of one of the above referenced statuses will be available to her/him upon her/his return;

b. Any uniform points accrued prior to the effective date of any of the above referenced statuses for use in the following year will be available upon return;

c. The combination of unused and accrued points will not exceed the yearly maximum points accrued by a Flight Attendant who is not on any of the above statuses;

d. Consistent with current policy, points will not be accrued while on any of the above referenced statuses.

D. Replacements

1. The Company shall replace all basic uniform items and one of the following accessory items, when necessary due to normal wear at no

cost to the Flight Attendant. The Flight Attendant may choose which of the following accessory items shall be the no cost item.

Female Items:

Garment Bag  
Small Suitcase  
Large Suitcase  
Purse

Male Items:

Garment Bag  
Small Suitcase  
Large Suitcase

2. The replacement of all other accessory items due to normal wear shall be the responsibility of each Flight Attendant. The replacement of all other accessories shall be paid for by the Flight Attendant on a cash basis or by credit card if the vendor accepts credit cards. Only if the vendor does not accept credit cards shall the use of payroll deduction be authorized by the Company and will be limited to purchases of Fifty Dollars (\$50.00) or more.
3. The Company shall determine when replacements of any uniform or accessory items are required.
4. If a Flight Attendant's employment is terminated and a replacement item has less than one (1) season's wear or six (6) months if a year round uniform, the Flight Attendant will be required to purchase the Company's equity at sixty per cent (60%) of the original cost on a prorated basis for use.

E. Style Change

In the case of a major uniform style change, the Company shall replace all uniform items, the purse and the suitcase at no cost to the Flight Attendant. If a uniform style change does not include a style change in purse or suitcase, no replacement will be required except as defined in Paragraph 16.D.

F. Insignia

The Company shall furnish insignia (wings) required to be worn by the Flight Attendant and, shall replace said insignia when necessary due to

normal wear. Flight Attendants may remove their name insignia when off the aircraft.

G. Alterations

The Company shall bear the cost of all alterations required to properly fit a Flight Attendant in a new uniform or resulting from a Company required style change in the uniform. Such alterations must be requested by the Flight Attendant within one (1) month of uniform use. Cost of alterations requested by the Company or resultant from defects in the material, shall be borne by the Company. Alteration costs or the purchase of a new uniform or parts thereof due to weight adjustment shall be borne by the Flight Attendant.

H. Fittings

When the style change requires a uniform fitting, the Company shall make every effort to assure that each Flight Attendant shall make no more than two visits to the approved tailor. If a Flight Attendant is required to make more than two visits to the approved tailor, such Flight Attendant shall receive per mile expenses at the rate established by Company policy, for mileage to and from the domicile and the approved tailor.

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.

<u>FEMALE</u>		<u>MALE</u>	
<u>ALLOWED</u>	<u>DISALLOWED</u>	<u>ALLOWED</u>	<u>DISALLOWED</u>
<u>Skirt</u>	<u>Jacket</u>	<u>Trouser</u>	<u>Jacket</u>
<u>Pants</u>	<u>Jumper</u>	<u>Top Coat</u>	<u>Shirt</u>
<u>Top Coat</u>	<u>Dress</u>	<u>All Season Coat</u>	<u>Ties</u>
<u>All Season Coat</u>	<u>Hats</u>	<u>Tie Tac</u>	<u>Vest</u>
<u>Maternity Skirt</u>	<u>Scarf</u>	<u>Footwear</u>	<u>Sweater</u>
<u>Maternity Pants</u>	<u>Blouses</u>	<u>Boots</u>	<u>Wings/Insignia</u>
<u>Footwear</u>	<u>Maternity Jacket</u>	<u>Small Suitcase</u>	<u>Inflight Attire</u>
<u>Boots</u>	<u>Maternity Dress</u>	<u>Gloves</u>	<u>Name Bar</u>
<u>Hosiery</u>	<u>Wings/Insignia</u>	<u>Garment Bag</u>	
<u>Garment Bag</u>	<u>Inflight Attire</u>	<u>Hosiery</u>	
<u>Small Suitcase</u>	<u>Name Bar</u>	<u>Large Suitcase</u>	
<u>Large Suitcase</u>	<u>Vests</u>	<u>Belt</u>	
<u>Purse</u>	<u>Sweaters</u>		
<u>Pants Belt</u>	<u>Dress Belt</u>		

J. Optional Uniform Items

If the Company makes optional uniform items available for purchase by Flight Attendants, the purchase shall be paid for on a cash basis, by credit card or with uniform points.

K. Inflight Attire

Should the Company require any special inflight attire, the Company shall provide such inflight attire at no cost to the Flight Attendant.

**SECTION 17**  
**SENIORITY****A. General**

1. Upon assignment to the line, a newly employed Flight Attendant shall have her/his Flight Attendant, Company and pay seniority dates adjusted to the date of entering Flight Attendant training, provided such training period was unbroken prior to successful completion and assignment to the line.
2. Seniority shall not be lost except as provided in this Agreement.
3. a. Seniority shall govern all Flight Attendants in connection with their retention in case of furlough due to reduction in force, re-employment after furlough, preference in assignment of domicile as vacancies occur, and preference of assignment to monthly schedules provided that the Flight Attendant is sufficiently qualified for the conduct of the operation involved.  
  
b. In the event a Flight Attendant is not considered sufficiently qualified, the Company shall furnish to the Flight Attendant, upon application, written reasons therefor.

**B. Period of Probation**

1. A Flight Attendant shall be considered as a probationary employee until she/he has accumulated one hundred eighty (180) days of active service on the line as a Flight Attendant. During the last ninety (90) days of the Flight Attendant's probationary period, the Company, in taking any action regarding a Flight Attendant on probation, shall consider any written recommendation which has been filed by the Union. Flight Attendants' names shall be placed on the Flight Attendant System Seniority List in order of the date of their assignment to the line as Flight Attendants; provided, however, that the seniority provisions of this Agreement do not apply to Flight Attendants unless retained in the service of the Company after the probationary period. The service of Flight Attendants may be terminated at any time during the probationary period without a hearing. When more than one Flight Attendant is assigned to the line on the same day, the Flight Attendants so assigned shall appear on the seniority list in the order of their United Airlines employee file number.\*

\*(Applies to Flight Attendants hired after October 2, 1997.)



2. A Flight Attendant who is absent due to illness or injury for a period of fourteen (14) consecutive days shall have her/his period of probation extended by the number of days in excess of the first fourteen (14) days.
3. Absences due to vacation will not cause the period of probation to be extended.
4. The Company must so notify the affected Flight Attendant and the Union immediately upon return from the absence which would cause an extension of the probation period.

C. Seniority List

A Flight Attendant Seniority List showing the name, location, domicile, Flight Attendant seniority date and the date of entering the Company's service shall be made available at all stations where Flight Attendants are domiciled and a copy delivered to the Union and each Local Council President. This list shall provide designator codes for those people not actively flying. These codes shall be explained on a legend page. All changes to the list shall be marked with an asterisk. Such list shall be amended each January 1st and July 1st thereafter, incorporating changes and additions. The procedure outlined in Section 26, Paragraph C, shall be the exclusive method for Flight Attendant handling of protests concerning seniority. Flight Attendants shall be allowed a period of a maximum of thirty (30) days from the date the announcement is made that the list is available for Flight Attendant perusal in which to protest any alleged omission or error affecting their seniority. Failure to protest such alleged omission or error within thirty (30) days after the announcement of the availability of the seniority list upon which the alleged omission or error initially appeared shall preclude a Flight Attendant from protesting same, except that when a Flight Attendant is on vacation, leave of absence, furlough or sick leave, she/he shall protest any alleged omission or error within thirty (30) days after returning to flight duty.

D. Loss of Seniority

1. Any Flight Attendant who resigns or whose services with the Company are permanently severed for just cause, shall forfeit her/his seniority rights.
2. In addition, any Flight Attendant who fails to return from any leave of absence on the designated date of return shall be treated in accordance with Section 26.A. of the Agreement.

E. Transfer to Non-Flying or Management Duties

1. a. A Flight Attendant who transfers to a management position within Inflight Service shall continue to retain seniority indefinitely.
  - b. A Flight Attendant who transfers to any other position within United Airlines shall retain seniority for one (1) year.
  - c. Notwithstanding Paragraph 1.a. above, a Flight Attendant with a minimum of seven (7) years of experience in the Flight Attendant position may transfer to an Inflight Service management position and continue to accrue seniority for a period of three (3) years.
  - d. During a period of furlough, a Flight Attendant in an Inflight Service management position shall not accrue Flight Attendant seniority which would change her/his relative position on the Flight Attendant System Seniority List with those Flight Attendants on furlough.
  - e. Flight Attendants moving into a management position within three (3) months of completing a special assignment, shall have time spent in the special assignment position included in the three (3) year seniority accrual set forth in sub-paragraph c. above.
2. A Flight Attendant who accepts transfer to perform as an instructor at the Company's Inflight Training Center shall continue to accrue seniority while in that position.
  3. A Flight Attendant who transfers to perform as an instructor of Initial or Recurrent Emergency Training for United Flight Attendant trainees or United Flight Attendants, shall continue to accrue seniority while in that position.
  4. A Flight Attendant who is transferred to non-flying duties with the Company because of physical incapacity or injury, shall retain and continue to accrue seniority during such period of sickness or injury for a continuous period of three (3) years. If a Flight Attendant does not return to Flight Attendant duty within the time limits as described herein, such Flight Attendant's name shall be permanently removed from the Flight Attendant System Seniority List.
  5. Upon return to duty from non-flying duties as described in this Paragraph E, a Flight Attendant shall be permitted to resume her/his status at the domicile to which previously assigned, or if during such

assignment, bid on and was awarded a vacancy at another domicile, or was otherwise subject to involuntary transfer under the provisions of Section 22.J., shall assume her/his new assignment on the effective date of the bid award.

6. Flight Attendants awarded any combination of special assignments in accordance with Section 4.Q. shall accrue seniority for a maximum of one hundred eighty (180) days in a calendar year while on special assignment and thereafter shall only retain seniority.

**SECTION 18**  
**VACATIONS**

- A. Newly employed Flight Attendants shall accrue one (1) day of vacation for each full month of continuous employment with the Company during the remainder of the calendar year after date of their initial employment. If employed prior to the fifteenth (15th) of a month, vacation credit shall be given for the full month. The first vacation shall be given during the following calendar year.
- B. 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:

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

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 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. Designated quarters are the bid months of September through November, December through February, March through May, and June through August.

- C. Flight Attendants on a leave or leaves of absence (except leaves for occupational sickness or injury on the job) and Flight Attendants on a disciplinary suspension, shall have their vacation reduced by one-twelfth (1/12th) for each thirty (30) days or major portion thereof on a prorated basis.
- D. A Flight Attendant may split her/his vacation into periods of not less than six (6) days with a maximum of two (2) separate periods for Flight Attendants with less than twenty-six (26) calendar days vacation and a maximum of three (3) separate periods for Flight Attendants with twenty-six (26) calendar days or more vacation.
- E. The Company shall post on its bulletin boards at all domiciles and co-terminals where Flight Attendants are based, the dates designated by the Company for annual vacation periods for each domicile. The Company shall not designate start or end dates in any scheduled month. The Flight Attendant shall state a preference as to the date her/his vacation is to begin, based upon Company seniority, and vacations shall be assigned and a schedule posted.

A Flight Attendant has the option to "slide" the vacation up to three (3) days in either direction of the start and/or end date to help ensure they are awarded the maximum number of days utilizing their initial bids. If any changes are made at any time in the dates designated for annual vacation periods after vacation assignments are set up, the new dates will be open for rebidding. Vacations will be bid in accordance with the following schedule:

Begin primary vacation bid period	0830	October 29
Close primary vacation bid period	0830	November 7
Post primary vacation awards	0830	November 12
Begin secondary vacation bid period	0830	November 16
Close secondary vacation bid period	0830	November 23
Post Secondary vacation awards	0830	November 28
Begin tertiary vacation bid period	0830	December 1
Close tertiary vacation bid period	0830	December 7
Post tertiary vacation awards	0830	December 11

- F. A Flight Attendant who indicates a desire to split vacation on her/his bid screen shall bid for the primary period only. After the primary awards have been made and published, the Company shall post on its bulletin boards, the secondary periods available for bidding and awarding in the same manner as for primary vacations. After the secondary awards have been made and published, the Company shall post on its bulletin boards, the tertiary periods available for bidding and awarding in the same manner as for primary and secondary vacations.
- G. Interim Vacation Bidding
1. When vacation schedules have been established, a senior Flight Attendant shall not be permitted to take a vacation period already assigned to a junior Flight Attendant.
  2. Interim vacations shall be posted for bid no later than the first week-day of each month and shall remain open for not less than seven (7) days. Open vacation periods shall be offered on the basis of Company seniority to Flight Attendants based at the domicile as well as those in the process of transferring into the domicile. A Flight Attendant shall not be awarded an interim bid, however, if the Company would have insufficient time to award or reassign the vacation period left open.
  3. A Flight Attendant who transfers shall not be assigned a vacation without first having the opportunity to submit an interim bid, unless an open vacation would thus be lost to the Company. Further, except for transfers effective in November and December, a Flight Attendant shall be allowed at least one (1) calendar month at the new domicile before being required to take any unused vacation.
  4. Vacation left open and vacated primary vacation days will be posted for bid in the next interim bid process. If there are fewer than five (5) workdays prior to the next interim bid process, the vacated and open days will be posted in the following month.
- H. A Flight Attendant shall be notified of the date of her/his vacation as far in advance as is practicable and such notice shall be furnished not less than four (4) weeks before the beginning of each Flight Attendant's vacation period except for those Flight Attendants who have vacations scheduled for the first half of January, in which case such notice shall be furnished not less than three (3) weeks before the beginning of their vacation period. A Flight Attendant shall not be required to take a vacation unless such notice is given.

- I. Vacation leave shall not be cumulative and must be taken within the calendar year after it is accrued or vacation leave or pay therefore will not be given; however, (1) when the Company's operation in any year does not permit a Flight Attendant to go on a regular vacation during such year, the Company may request her/him in writing to postpone the vacation, in which event the Company shall compensate such Flight Attendant for the vacation earned but not received on or before December 31 of the calendar year during which entitled to receive the vacation, and the total amount of such vacation compensation shall be the same as received had she/he been granted a vacation, and such amount shall be in addition to regular pay for the period involved; or (2) the Company may request that a Flight Attendant defer a bid vacation period or that she/he receive pay in lieu of vacation. Vacation pay under this Paragraph shall be computed by taking the Flight Attendant's total flight pay for the month (base and incentive pay) by dividing it by the total number of credited flight hours (including scheduled vacation hours) and multiplying that hourly rate by the number of scheduled vacation hours. Premium pay shall be added, if applicable. The provisions of this Paragraph may only be implemented with the consent of the Flight Attendant.
- J. Flight Attendants who leave the Company, regardless of their length of service with the Company, shall be paid for all accrued but unused vacation credit for the preceding calendar year regardless of the reason for leaving the Company. In addition, Flight Attendants who have a full year or more of service with the Company at the time of leaving will receive all accrued vacation credit in the current year up to the end of the month preceding the separation, except when less than ten (10) calendar days notice is given of intent to resign or the Flight Attendant is dismissed by the Company. Flight Attendants who are furloughed in a reduction in forces will be granted vacation pay for all unused vacation time accrued to the end of the month preceding their furlough.
- K. Vacation Pay Procedures
  1. Vacation Pay will be as follows:
    - a. Effective on February 28, 2012, vacation pay will be two hours and forty-five minutes (2:45) per vacation day, prorated for any partial day.

- b. Effective on February 28, 2013, vacation pay will be three (3:00) hours per vacation day, prorated for any partial day.
  - c. Effective on February 28, 2014, 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) per vacation day prorated for any partial day.
  - d. Premium pay is applicable to vacation pay per Sections 5.B.3.b. and c., and 12.D.4.e.
2. If a Flight Attendant's vacation period results in her/him being projected under her/his line/minimum guarantee for the month her/his guarantee shall be adjusted to the new projection.

L. Vacation Buy Back

- 1. Prior to the bidding of vacation each year, the Company may offer a vacation "buy back" option for a determined amount of vacation time. Such an offer, to the extent made available, would enable Flight Attendants to take pay in lieu of vacation time. Flight Attendants must take a minimum of sixteen (16) days vacation. Any amount over and above sixteen (16) days could be "sold" to the Company to the extent the Company was able to offer such an option.
- 2. After the amount of vacation "buy back" time is announced by the Company, Flight Attendants shall be allowed to bid on such time. Bids will state the amount of time desired in increments of seven (7) days. Bids will be awarded by Company seniority.
- 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 pursuant to Section 18.K.
- 4. Flight Attendants who have "sold" vacation time to the Company in accordance with this Paragraph shall receive pay therefore in December of the year preceding the year in which the vacation time "sold" was to have been taken.
- 5. In addition to the above procedure, the Company may offer vacation buy back on a month-to-month and domicile-by-domicile basis. Such



vacation buy back shall be awarded in each domicile offered in seniority order among the Flight Attendants at the domicile.

6. During a furlough situation, this Section 18.L. will not be utilized.
- M. Days off preceding and following a scheduled vacation period as shown in a Flight Attendant's schedule shall be considered as part of that vacation period, if she/he so desires. Upon completion of the scheduled vacation, a Flight Attendant will be required to report for duty in time to cover her/his next scheduled ID or reserve assignment following the vacation. It is further agreed that where a Flight Attendant's vacation starts or ends between a scheduled outbound and return flight, said Flight Attendant may, at her/his option, move the period of vacation either forward or backward in order to fly said scheduled ID.
- N. A Reserve Flight Attendant who is awarded a vacation which does not include any days of availability shall be permitted to move her/his vacation a sufficient number of days forward or backward in order to encompass the nearest two available reserve days.
- O. A Lineholder whose vacation is scheduled through the end of the month will be responsible to fly the first ID appearing in her/his awarded line for the new month.
- P. The Company shall provide, upon written request, a partial advance up to sixty per cent (60%) of pay to a Flight Attendant for the purpose of vacation. This advance must be requested at least seven (7) days prior to the beginning of the vacation period.
- Q. The Company shall furnish standardized vacation bid forms to be used at all domiciles.
- R. Vacation Deferral  
A Flight Attendant hospitalized due to illness or injury or on occupational sick leave, covering the major portion of her/his vacation period, or who is required to serve on jury duty during the major portion of her/his vacation period, may attempt to bid a later vacation during the remainder of the year by use of the interim vacation bidding procedures of Paragraph G. In the event she/he is unsuccessful, she/he will receive vacation pay based on the original vacation period.

- S. Flight Attendants may trade vacation periods twice per year within the constraints of Paragraph D. Trades involving a primary vacation award must be for the total number of primary vacation days awarded. If two Flight Attendants wish to trade vacations of unequal length and the one with the greater wishes to voluntarily reduce her/his vacation time to equal the other it can be approved.
- T. Vacations encompassed by a leave of absence shall be treated in the following manner:
  - 1. Leave the vacation period intact, pay the Flight Attendant for it.
  - 2. Permit a trade of vacations with another Flight Attendant, thereby removing the original vacation from the period of leave.
  - 3. Give the Flight Attendant the chance to interim bid away from the original vacation period under Section 18.G.
- U. Day At A Time Vacation
  - 1. Each Flight Attendant may take up to ten (10) vacation days a year separate from their awarded vacation period(s).
  - 2. Day at a time vacation days used will be deducted from the Flight Attendant's allotment for the following year's vacation.
  - 3. After the award of relief lines and before the beginning of the month, day at a time vacation days will be awarded in seniority order. Throughout the month, day at a time vacation days will be available only to the extent that regular ANP is available and day at a time vacation days have equal priority.
  - 4. Day at a time vacation will be paid at the applicable rate pursuant to 18.K.
  - 5. If a Flight Attendant terminates after using day at a time days, but before such days were earned, any days owed will be deducted from the Flight Attendant's final paycheck.
  - 6. Day at a time may not be made-up. Further, a Flight Attendant awarded day at a time vacation shall have her/his minimum monthly guarantee and/or line guarantee reduced accordingly.

## SECTION 19

### SICK LEAVE

#### A. Sick Leave

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.
2.
  - a. When a Lineholder is on sick leave, she/he shall be credited sick leave from her/his bank only up to the number of scheduled flight time hours missed.
  - b. Sick leave taken which involves a month-end overlap ID will be credited as though the Lineholder had flown the ID. Any resultant legality conflict which would have involved the first ID in the new month will be resolved as though the overlap ID had been flown and no sick leave will be credited for any ID dropped as a result of this procedure.
3. When a Reserve is on sick leave, her/his sick leave credit shall be charged four hours and twenty minutes (4:20) one-eighteenth (1/18th) of her/his monthly flight time guarantee in a thirty (30) day month, four hours and seven minutes (4:07) one-nineteenth (1/19th) for a thirty-one (31) day month for each day scheduled to be available for duty.
4. A Flight Attendant may be credited with a combination of flight time credit and sick leave credit up to her/his scheduled flight time for the month.
5. When a Flight Attendant is on sick leave an entire month, she/he shall have the option of receiving sick leave pay for her/his projection for that month, one hundred (100) hours, or the seventy-one (71) hour minimum to the extent she/he has sick leave accrued in her/his bank.

6. The Company shall make available to each Flight Attendant an annual summary of her/his current sick leave balance. Further, the Flight Attendant, upon request, shall receive a current sick leave balance at any time during the year.
7. If a Flight Attendant becomes ill or sustains an injury in the course of employment, and such illness or injury is covered by Workers' Compensation Benefits, the Flight Attendant may use accrued sick leave for the period of her/his illness/injury.
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.
9. Flight Attendants on occupational illness or injury status may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company. Such permission may not be withheld unless their performance of such employment would hinder the Flight Attendant's recovery from the occupational illness or injury.
10. A Flight Attendant will remit to the Company any state disability benefits she/he receives while on sick leave. Such benefits will not be credited to the Flight Attendant's sick leave bank.

B. General Provisions

1. Sick leave pay shall be granted only in cases of actual sickness or injury.
2. Dental and doctor appointments will not be considered a basis for sick leave unless it can be shown that the doctor in question does not maintain office hours outside the Flight Attendant's scheduled work time or on the Flight Attendant's days off.

3. The Company may require a Flight Attendant to present a return to work release after such Flight Attendant has been on sick leave. Such release may be obtained from the Company designated medical facility of the Flight Attendant's choice or, with Company permission, from the Flight Attendant's personal physician.
4. A Flight Attendant may make up any sick leave used for illness or injury in accordance with the open flying provisions at any time in the two (2) subsequent schedule months.
5. In the event a Flight Attendant goes on sick leave while away from her/his domicile and if unable to immediately return to her/his domicile, meal and lodging expenses shall continue to be paid by the Company for the first forty-eight (48) hours of such illness provided she/he has not been hospitalized. This forty-eight (48) hour period may be extended with the approval of the domicile manager.
6. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick leave on the days she/he was not scheduled to be available for flight duty.
7. All accrued sick leave will be canceled if employment ceases for any purpose and no payment for such accrual shall be made at any time.
8. Flight Attendants are not required to disclose the nature of a personal illness or injury except to the United Medical Department.

## SECTION 20

### PHYSICAL EXAMINATIONS

- A. A Flight Attendant shall not be required to submit to any Company physical examination in excess of one (1) in any twelve (12) month period. In the event that there are reasonable grounds to believe that a Flight Attendant's health or physical condition is impaired, the Flight Attendant may be required to submit to another physical examination. The Flight Attendant shall be notified in writing of such reasonable grounds.
1. Flight Attendants may be required to leave their home domicile for physical examinations, and shall be provided with non-revenue positive space (NRPS) transportation and shall be reimbursed for reasonable actual expenses and any flight time credit lost. Flight Attendants may elect to take their physical examinations on a layover, if desired.
  2. Flight Attendants shall be given four (4) weeks written notice that regularly scheduled physical examinations are due. After such notice is given, Flight Attendants shall be given a sixty (60) day period in which to complete their physicals.
- B. Company required physical examinations shall be performed by a Company doctor or by a doctor designated by the Company. Any physical examination required by the Company shall be paid for by the Company. Inoculations, vaccinations and x-rays required by public law as a condition of employment or continued employment as a Flight Attendant shall be paid for by the Company.
1. In the event of physical examination performed by the Company doctor, the Flight Attendant shall be furnished with a copy of the Company doctor's report.
- C. All information contained in or related to a Flight Attendant's medical file shall be kept confidential and not released to anyone except by the Flight Attendant's specific written consent. When required by a court order or other legal requirement to release information, the Flight Attendant will be notified of such action.
- D. Where a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant, at her/his option, may have a review of the case. The request for such review must be made within thirty (30) days of notice of

the disputed decision by the Company's doctor. Such review will proceed in the following manner:

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a physical examination.
2. The employee will arrange for a report and recommendation of her/his personal doctor to be made in writing to the Company physician. This report must be made within forty (40) days of the disputed decision by the Company's doctor. The personal doctor will specify whether or not the Flight Attendant is considered medically fit to perform the duties outlined in the Flight Attendant job description. In the event both doctors reach the same conclusion as to fitness, no further review will be afforded.
3. In the event that the findings of the medical examiner chosen by the Flight Attendant shall disagree with the finding of the medical examiner employed by the Company and upon receipt of the attending physician's report, the Company physician will advise the Flight Attendant's Manager that a disagreement exists. The Manager will in turn communicate this to both the employee and the LEC President.
4. If the Flight Attendant remains unwilling to accept the findings of the Company physician and wishes to pursue medical arbitration, she/he will so advise the Manager in writing.
5. After consultation with WHQLR - Labor Relations, the Manager will review the Section 20.D. procedures for medical arbitration with the Company physician.
6. The Company physician will promptly contact the Flight Attendant's personal doctor and the two shall, within fifteen (15) days, agree upon a disinterested third doctor to determine the Flight Attendant's fitness for work. With respect to cost, the two doctors should consider that the fee for the neutral's examination is shared equally by the Company and the Flight Attendant.
7. When the neutral doctor has been selected, the Company doctor will provide the neutral's name and address to the Domicile Manager who will send written confirmation with copies to the Flight Attendant, the MEC and LEC Presidents, WHQLR-Labor Relations and the other two doctors. Such written confirmation will be on a standard form letter, mutually agreed upon by the Company and the Union.

8. The neutral doctor's decision will not be made until:
  - a. The employee's complete medical file with respect to the illness/injury has been reviewed.
  - b. Appropriate examination has been accomplished.
  - c. Personal consultation with both the Company's physician and the employee's personal doctor has been accomplished.
9. The neutral doctor will make a written report of his findings to the Company physician and the employee's personal doctor.
10. The Company doctor will communicate the neutral's decision of fitness to the Domicile Manager who will, within three (3) working days, notify the employee with copies to the MEC and LEC Presidents and WHQLR - Labor Relations. Return to work status, if appropriate, will be arranged without delay.

Throughout the process, the non-medical Company and Union participants should absolutely avoid any discussion pertaining to the actual or possible medical diagnosis and related matters. Medical confidentiality between the Flight Attendant and the doctors must be strictly maintained. The non-medical Company and Union officials are only to be concerned with whether the employee is ultimately judged medically fit to perform the work.

Inflight Service management will only deal with United physicians on medical matters involving Flight Attendants. They will not deal directly with outside consultants, neutral doctors or a Flight Attendant's own physician, except on administrative matters. In the event one of these outside doctors initiates a contact on a medical matter to a person in management, that doctor should be referred to United Medical.

- E. When a Flight Attendant is removed from flying status by the Company as a result of failure to pass the Company's physical examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in Paragraph D of this Section, be paid for the time lost the difference between the amount which she/he would ordinarily have earned had she/he been continued on flight status during such period and the amount received from any other employment or unemployment compensation during the period removed from flight status.



**SECTION 21**  
**REDUCTION IN PERSONNEL**

- A. Prior to announcing or implementing any involuntary reduction in Flight Attendant personnel, the Company shall notify and confer with the MEC President/designee. Following such conference the Company shall:
1. Offer and award in system seniority order voluntary furloughs to those Flight Attendants senior to the most senior Flight Attendant who would otherwise be involuntarily furloughed. The number of Flight Attendants to be involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted.
  2. The posting period for voluntary furloughs shall be agreed upon by the Company and Union. Such posting shall include instructions for submitting bids and the specified duration of the voluntary furlough.
  3. A Flight Attendant who is awarded voluntary furlough shall:
    - a. not be entitled to furlough pay,
    - b. continue to accrue and retain seniority,
    - c. be eligible for the same on line pass benefits as an active Flight Attendant (except CJA),
    - d. receive Medical and Dental Insurance coverage on the same basis as an active Flight Attendant,
    - e. be returned to the domicile from which voluntarily furloughed, provided her/his domicile status has not been affected by application of Section 22.J.,
    - f. be allowed to return prior to the expiration of the furlough period, at her/his request, for personal reasons due to hardship, with approval of the Company,
    - g. Paragraph E. of this Section applies to voluntary furloughs.
  4.
    - a. In the event it is necessary to extend the specified duration or a further reduction in personnel is necessary, all voluntary furloughs must be rebid.
    - b. If a recall is necessary prior to the termination of the specified duration of the voluntary furlough, recall will first be offered to

those involuntarily furloughed in accordance with Paragraph F. of this Section.

- c. If a recall of voluntarily furloughed Flight Attendants is necessary prior to the specified duration, recall will be in inverse order of seniority in accordance with Paragraph F of this Section unless otherwise agreed by the Company and Union.
- B. Any reduction in Flight Attendants who have completed probation shall be in inverse order of system classification seniority, subject to Section 17. A furloughed Flight Attendant shall be re-employed in order of system classification seniority at the time of the furlough. A Flight Attendant recalled to a different domicile will be eligible for moving expenses under the provisions of Section 24.
1. Recall to the domicile from which furloughed will take precedence over any bids to that domicile which may be on file.
  2. Recall to a different domicile from which furloughed will not take precedence over bids on file to that domicile.
  3. If vacancies do not exist at the domicile from which the Flight Attendant was furloughed, or if the domicile no longer exists, to the extent possible the following provisions shall apply:
    - a. A choice of more than one (1) domicile shall be made available for preferencing.
    - b. Vacancies shall be provided in Domestic domiciles to accommodate all Flight Attendants furloughed from Domestic domicile(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
    - c. Vacancies shall be provided in International domicile(s) to accommodate all Flight Attendants furloughed from International domicile(s). In addition, vacancies may be offered at Domestic domicile(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
  4. Flight Attendants will not be recalled to a domicile(s) for which they are not able to meet the necessary immigration qualification.
- C. A probationary Flight Attendant who is furloughed, rather than released may within thirty (30) days replace the Flight Attendant most junior to

her/him on the seniority list. Such transfer shall be without expense to the Company, but free contingent air transportation on the Company's system shall be furnished to the extent permitted by law.

- D. When it becomes necessary to furlough Flight Attendants due to a reduction in force, at least thirty (30) calendar days' notice of such reduction shall be given all Flight Attendants affected, provided, however, that when there is temporarily no work because of an Act of God, labor disputes, or other circumstances over which the Company has no control, Flight Attendants may be furloughed without advance notice. For the purpose of this Paragraph, over-staffing of Flight Attendants, flight interruptions or cancellations because of weather conditions are not considered circumstances over which the Company has no control.
- E. A Flight Attendant who has been furloughed due to reduction in force shall file her/his address with the Company and thereafter shall as soon as possible advise the Inflight Service Office of any change in address. The Company shall, as soon as practicable, furnish the MEC President or designee with these addresses and subsequent address changes.
- F. A Flight Attendant on furlough shall not be entitled to preference in re-employment if she/he does not comply with the requirement of Paragraph E. of this Section, or does not notify the Company by certified letter or by telegram of intention to return to the service within fourteen (14) days after receipt of notice offering to re-employ her/him or does not return to the service of the Company on or before the date specified in the notice offering re-employment. Such date shall not be less than thirty (30) days after such notice is sent by certified letter, return receipt requested, or by telegram to the Flight Attendant at the last address filed by her/him with the Inflight Service Office.
- G. A Flight Attendant furloughed due to reduction in force, on return to duty, shall be allowed, for seniority purposes, all time accrued prior to such furlough but shall not continue to accrue seniority during the period of furlough. Coverage under the Company's Accident, Sickness and Dental Program shall be continued on the same basis as an active Flight Attendant for the first ninety (90) days of a furlough. All such furloughs shall expire at the end of six (6) years from the effective date of furlough and the Flight Attendant shall cease to have preference for re-employment.

H. Furlough Pay

- 1. A Flight Attendant covered by this Agreement who has completed one (1) year of active service with the Company immediately prior to being laid off, through no fault or action of her/his own, shall receive furlough pay as provided in sub-paragraph 2 of this Paragraph, subject to the limitations and conditions set forth herein, but shall receive no furlough pay if any one or more of the following conditions exist:
  - a. She/he accepts any other employment with the Company.
  - b. The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.
  - c. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
  - d. She/he is dismissed for cause, resigns or retires.
  - e. There is a temporary cessation of work because of circumstances beyond the Company's control.
- 2. The amount of furlough pay due under this Paragraph shall be based on the length of active service with the Company and shall be computed on the basis of the Flight Attendant's minimum monthly guarantee rate at time of layoff as follows:

If a Flight Attendant has completed:

	<u>Pay Benefit</u>
1 year.....	2 weeks
2 years.....	1 month
3 years.....	1 1/4 months
4 years.....	1 1/2 months
5 years.....	2 months
6 years.....	2 1/2 months
7 years.....	3 months
8 years.....	3 1/2 months
9 years.....	4 months
10 years.....	4 1/2 months

- 3. A Flight Attendant shall begin receiving furlough pay at the time of lay-off at regular pay periods and continue until all such pay credit is used.

Furlough pay shall not be due after the recall of such Flight Attendant by the Company or during periods of other employment with the Company while on furlough status.

4. A Flight Attendant returning to the service of the Company after being on a layoff who is again laid off under conditions entitling her/him to furlough allowance shall be entitled to an amount computed on years of active service with the Company after the date of such return to the Company's service. If for any reason a Flight Attendant did not use all of the severance allowance to which entitled, and is again laid off under conditions entitling her/him to severance allowance, she/he shall be entitled to an amount computed on years of compensated service with the Company after the date of such return to the Company's service, plus any previously unused severance allowance, if any.

## SECTION 22

### FILLING OF VACANCIES

#### A. Transfer Procedure

1. A Flight Attendant desiring to transfer to a different domicile may file, through the Company's automated system, 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.
2. When permanent domicile vacancies occur, the senior Flight Attendant who has a bid on file will be offered an opportunity to transfer and fill the vacancy. A Flight Attendant may withdraw her/his bid at any time prior to the time offered an opportunity to transfer. However, a Flight Attendant who refuses an opportunity to transfer in accordance with a bid shall not file another bid for a period of three (3) months from the date of refusing to transfer.
3. Upon transfer, the Flight Attendant shall not file another bid for a period of six (6) months from the date of transfer, except:
  - a. A Flight Attendant transferred under Paragraph K of this Section may bid back to the domicile from which surplusd without having to wait six (6) months.
  - b. A Flight Attendant recalled from furlough, under Section 21, Paragraphs B and C, to a different domicile from which furloughed may submit a bid to any domicile without having to wait six (6) months.
4. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than ten (10) days from the date notified of the assignment. A Flight Attendant shall be allowed a reasonable period between the time relieved of duties and time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.

5. A Flight Attendant on furlough status will have any existing bid(s) on file canceled. Upon return from inactive status, she/he may again submit a bid(s).

B. Moving Expenses

Successful bidders on Flight Attendant assignments to newly established domiciles shall be considered as transferred at Company request and Section 24 (Moving Expenses) of this Agreement shall apply.

C. Alternate Transfer Procedure

When no bids are on file or are received, the Company may request any Flight Attendant willing to accept the assignment, or may assign the most junior Flight Attendant qualified, to fill the vacancy subject to the provisions below:

1. No Flight Attendant assigned to a Domestic domicile may be involuntarily assigned to an International domicile.
2. No Flight Attendant assigned to an International domicile may be involuntarily assigned to a domicile in any country for which she/he is unable to acquire the necessary immigration approval as provided for in Section 12.C.3. or meet the residency requirements.

D. Domicile Locations

1. The Company shall advise the MEC President in writing ninety (90) days before establishing or terminating a domicile location. The recommendations of the Union shall be considered by the Company before making changes in the location of domiciles.
2. In the event of the geographical relocation by the Company of a portion of, or all of the Flight Attendants' assignments from a particular domicile, each Flight Attendant affected shall be considered transferred at Company request and Section 24 (Moving Expenses) of this Agreement shall apply. Such assignment must be filled by local bid at the domicile so affected.

E. Minimum Eligibility

Unless a lesser restriction is determined by the Company, a Flight Attendant shall be eligible to bid vacancies only upon completion of her/his probationary period.

F. Mutual Transfers

When few or no vacancies exist on the system, the Company shall consider requests by the MEC President or designee that the Company honor mutual transfer requests by seniority.

G. Moving Provisions

1. Successful bidders on permanent domicile transfers, and Flight Attendants making mutual transfers by seniority with the approval of the Company and Flight Attendants transferring in accordance with Paragraph I of this Section shall pay their own moving expenses to their new domicile location except that the Company shall furnish free contingent air transportation on the Company's system for such Flight Attendants and their spouse and dependents to the extent permitted by law, and shall allow such Flight Attendants to ship up to five hundred (500) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.
2. All Flight Attendants who have been assigned to their initial domicile after Flight Attendant training shall be provided with the following:
  - a. Free contingent air transportation for the Flight Attendant and her/his spouse and dependents, if relocating, on the Company's system to the extent permitted by law.
  - b. Shipping allowances up to five hundred (500) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.
  - c. (1) Free hotel accommodations at the new station for a period of seven (7) days, which may be extended on an individual basis by the Manager of Inflight Service.  
(2) The Company will make its best effort to arrange single room accommodations. If an insufficient number of single hotel rooms are available at the designated hotel to accommodate all such Flight Attendants, the Company agrees to make its best efforts to locate and arrange for single room accommodations at other equivalent hotels.  
(3) If, however, despite the best efforts of the Company, it is unable to arrange single hotel rooms for all such Flight Attendants, double occupancy may then occur.



#### H. Settling Time & Monthly Guarantee

1. Upon arrival at a new domicile, a Flight Attendant who voluntarily changes domiciles, is involuntarily transferred, transfers to a newly established domicile or is initially assigned will be allowed up to three (3) days at her/his option for the purpose of settling, to be allowed at any time within twelve (12) months of the effective date of the new assignment. Such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.
2. A Flight Attendant who voluntarily changes domiciles for the first time, is involuntarily transferred, transfers to a newly established domicile within six (6) months following the date the domicile is opened or is initially assigned, will be eligible for her/his normal monthly guarantee during the transfer and settlement period. For all subsequent voluntary changes of domicile, with the exception of transfers to a newly established domicile, a Lineholder's guarantee will be reduced according to the scheduled flight time lost during the actual travel and settling time, and a Reserve's guarantee will be reduced according to the scheduled days of availability missed during the actual travel and settling time.

#### I. Emergency Transfer

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 Managing Director Labor Relations or designee, and the MEC President or designee, and in accordance with their mutual agreement, a decision may be rendered, permitting such Flight Attendant to vacate the assignment and be assigned to another domicile on a temporary or permanent basis.

#### J. Surplus Procedure

1. The Company shall notify and confer with the MEC President or designee at least fifteen (15) days prior to bulletining a notice of surplus.
2. If a surplus of Flight Attendants exists at any domicile, the Company may move any Flight Attendants at that domicile, who desire to move, in order of seniority from the domicile at which the surplus exists or, if none desire to move, the Company may then move the surplus Flight Attendants out of such domicile to other domiciles in inverse order of seniority in accordance with the procedure outlined in Paragraph 3,

below, notwithstanding Paragraphs A and B of this Section of the Agreement.

3. a. A surplus at one or more domicile(s) shall be considered to exist when the Company has posted notice of the surplus on the Flight Attendant bulletin boards at those domiciles affected and all domiciles across the system. The notice will be posted no fewer than forty-five (45) days before the effective date of report to a new domicile and will include the vacancies determined by the Company across the system. The bulletin shall state the number of vacancies if more than one, location of the vacancy and the place where bids are to be sent and the last date on which they will be received. Such date will be a minimum of fifteen (15) days after the date a bulletin is posted.
  - b. Flight Attendants deemed to be surplus will be permitted to put a bid on file for all domiciles on the system.
  - c. From the deadline date posted in the notice to surplus Flight Attendants the Company will begin to process transfers from the system on a seniority basis. Transfers will be processed to the vacancies posted in the surplus bulletin up to the posted surplus number.
  - d. At the end of the fifteen (15) days of processing transfers in sub-paragraph c. above the Company will then process any transfers filed by the Flight Attendants deemed to be surplus which have not been processed under the provisions of sub-paragraph c. above to vacancies at those domiciles posted in the surplus bulletin or to vacancies that have resulted from transfer activity.
  - e. Any Flight Attendant transferring to fill such vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than fifteen (15) days from the date notified of the assignment.
  - f. A Flight Attendant shall be allowed a reasonable travel time between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.
4. a. A Flight Attendant who is declared surplus and is transferred to another geographic domicile shall have preferential right to return to her/his former assignment when a vacancy occurs. Such

preferential right shall not exceed five hundred forty (540) days and shall be exercised only for the first opportunity. During the initial one hundred eighty (180) days of such period, the Flight Attendant shall be given unlimited non-revenue space available (NRSA) business passes and two (2) round trip NRPS business passes per month for travel between the domicile to which transferred and the former domicile.

- b. A Flight Attendant who is declared surplus and is transferred to another domicile at the same geographic location shall have preferential right to return to her/his former assignment when a vacancy occurs. Such preferential right shall not exceed five hundred forty (540) days and shall be exercised only for the first opportunity.

K. Surplus and Relocation Bidding

1. A Flight Attendant who must transfer because she/he is surplus or because of geographical relocation of Flight Attendant assignments may bid to another domicile in accordance with Paragraph A of this Section. If the bid is honored prior to the involuntary transfer, she/he shall be considered as transferred at Company request and the moving expenses shall be paid by the Company (in accordance with Section 24 of this Agreement-Moving Expenses) to the domicile to which she/he would have been assigned if her/his involuntary transfer has been completed or to the domicile bid, whichever is the closer.
2. If after exhausting all of the options under the provisions of Section 21.B.3., the Company requires furloughed Flight Attendants to be recalled to a continent other than the one from which furloughed, the provisions of Section 24. shall apply to the transfer back to the continent from which furloughed.

L. International Domiciles

1. Unless eligible under Section 24.A.2., a Flight Attendant will receive two (2) round trip NRSA BP-7 passes per month to be used by the employee, spouse and/or dependents during the initial one hundred eighty (180) days after report. After the initial one hundred eighty (180) days, the Flight Attendant will receive one (1) round trip NRPS BP-3 business pass annually in order to conduct personal business at the location of their former residence.

2. The following provisions shall apply to Flight Attendants who must transfer from an International domicile due to governmental restrictions:
  - a. The Company will provide one (1) round trip BP-3 NRPS business pass for the purpose of “househunting” to each Flight Attendant, as well as spouse and dependents, between the International domicile and their new domicile or place of permanent residence for use prior to their effective transfer date.
  - b. Transferring Flight Attendants, as well as their spouse and dependents, will be provided one (1) one-way BP-3 NRPS business pass between the International domicile and their new domicile or place of permanent residence for the purpose of this transfer.
  - c. Flight Attendants shall be permitted to ship up to one thousand (1,000) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.
  - d. Deposits on homes, apartments or utilities in the International domicile which are returned to the Flight Attendant will be exchanged into U.S. Dollars by the Company, subject to governmental limitations, if any. The exchange rate will be that used for the most recent paycheck issued prior to the individual's date of transfer, and will be reimbursed at that time.

M. Work Visa Issues

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. The Company will make the final determination as to the domicile. The Flight Attendant(s) preference(s) will be considered in making such a determination.
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.

## **SECTION 23**

### **LEAVES OF ABSENCE**

#### **A. Personal and Educational Leaves of Absence**

When the requirements of the service permit, Flight Attendants shall be granted a personal or educational leave of absence for a period not in excess of one hundred eighty (180) days. Such period may be extended for additional periods not to exceed ninety (90) days each. Requests for leaves of absences or extensions thereof, and approvals by the Company shall be in writing to the Flight Attendant at least two (2) weeks prior to the commencement or extension of the leave of absence. Leaves of absence that have been granted shall not be canceled by the Company except in a declared emergency. A Flight Attendant may be allowed to return to flight status, at any time during the leave, upon thirty (30) days notice to the Company.

1. A Flight Attendant on a personal leave of absence shall retain and continue to accrue seniority for a period of one hundred eighty (180) days.
2. A Flight Attendant on an educational leave of absence shall retain and continue to accrue seniority for a period of two hundred and seventy (270) days.

#### **B. Special Leaves of Absence**

Special leaves of absence shall be granted consistent with the needs of the service. The periods of time shall be determined by the Company. Flight Attendants granted such leaves may not return prior to the expiration of the leave unless approved by the Company. In cases of personal hardship the Company may agree to terminate the Flight Attendant's leave of absence. Should the Company offer and award special leaves of absence of one hundred eighty (180) days or less, Flight Attendants who are awarded any combination of special leaves of absence in excess of one hundred eighty (180) days in a twelve (12) month period shall accrue seniority for a maximum of one hundred eighty (180) days while on such leaves and thereafter retain only. Should the Company offer continuous leaves of more than one hundred eighty (180) days, Flight Attendants awarded such leaves shall accrue seniority for one hundred eighty (180) days and thereafter retain only.

C. Medical Leave of Absence

Upon request, the Company shall grant the following medical leaves of absence: occupational and non-occupational. When leaves of absence are granted due to occupational or non-occupational illness or injury, a Flight Attendant shall retain and accrue seniority for a period not to exceed three (3) years.

(Note: A Flight Attendant is automatically placed on leave of absence for illness or injury on the seventeenth (17th) day after exhaustion of all applicable sick leave credits.)

D. Medical Leave of Absence Due to Pregnancy

1. A Flight Attendant shall immediately notify the Company upon knowledge of pregnancy. Such Flight Attendant may in accordance with Company policy, either continue to fly or be placed on leave status.
2. A Flight Attendant on leave status due to pregnancy must be available to return to active service as a Flight Attendant within ninety (90) days following the date of delivery. Return to active service is contingent on passing a Company physical examination.
3. If, due to the health of the Flight Attendant's new born child, additional time off is deemed necessary by the Company's medical examiner, return to active status may be delayed for up to but in no case exceeding an additional ninety (90) days.
4. A Flight Attendant on leave status due to pregnancy shall retain and accrue seniority during the leave. She shall not, however, accrue vacation or sick leave during the period of the leave.

E. Union Leave of Absence

Flight Attendants assuming official positions with the Association of Flight Attendants contemplated for or extending beyond one year shall be placed on a leave of absence and shall continue to retain and accrue seniority during such leave of absence. If more than two (2) Flight Attendants occupy such positions at any given time, leaves of absence for any number in excess of two (2) shall be contingent upon the needs of the service. In addition, a Flight Attendant on such leave of absence shall be granted Company pass and reduced rate transportation for herself/himself and eligibles up to the amount accrued at the time of going on such leave of absence.

F. Military Leave of Absence

A Flight Attendant who voluntarily enlists or is ordered by the government of her/his country of citizenship to enter active military duty during a period of national emergency or pursuant to law or is classified as 1-A under the Selective Service Act or the equivalent law of another country, who is unable to obtain a deferment and chooses to enlist for military duty in the Armed Forces, shall retain and continue to accrue seniority. Such Flight Attendants entering military service shall continue to accrue seniority only during the period in which they are on Armed Forces duty plus ninety (90) days, and in no case will any Flight Attendant accrue seniority for a period exceeding the greater of her/his initial period of obligated service plus ninety (90) days or five (5) years plus ninety (90) days, unless a greater period is otherwise provided by law. Further, such Flight Attendant shall not accrue any greater seniority nor shall her/his relative seniority position be different than it would have been had she/he not entered such military duty.

G. Parental Leaves of Absence

1. A Flight Attendant who adopts a child may request and shall be granted a parental leave of absence for a period not to exceed three (3) months from the date of the adoption.
2. When a male Flight Attendant desires to remain at home with his new-born child, he may request and shall be granted a paternal leave of absence for a period not to exceed thirty (30) days from the date of delivery.
3. A Flight Attendant while on a parental leave of absence shall continue to retain and accrue seniority.

H. Seniority

While on an approved leave of absence, a Flight Attendant shall not accrue any greater seniority nor shall her/his relative seniority position be different than it would have been had she/he not been on a leave of absence.

I. Domicile Status

1. Upon returning from an authorized leave of absence or any extension thereof, a Flight Attendant shall be permitted to return in the same status at the same domicile to which assigned prior to the beginning of the leave. If during such leave of absence, she/he bid on and was



awarded a vacancy at another domicile or was otherwise subject to involuntary transfer under the provision of Section 22.J., she/he shall assume the new assignment on the effective date of the bid award.

2. A Flight Attendant who fails to return from an authorized leave of absence on the designated date of return, shall be treated in accordance with Section 26.A. of the Agreement.

J. Requalification Training

1. A Flight Attendant who has been on leave of absence in excess of twelve (12) months shall not be returned to pay status until she/he has completed any necessary requalification training. Such training shall be conducted within sixty (60) days after the Flight Attendant has notified the Company of her/his desire to be trained, provided, however, that any necessary requalification training shall not be given more than sixty (60) days prior to the date the Flight Attendant will be available for duty.
2. Upon request, the Company will notify Flight Attendants on leaves of absence of any training available and the Flight Attendant shall have the option of attending training while on leave of absence.

K. Other Employment

For the purposes of this Section, a Flight Attendant may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company, except while on a medical leave related to maternity or educational leave.

- L. Prior to the commencement of any leave of absence, the Company shall review with the Flight Attendant the following: insurance benefits, Union dues obligation, fringe benefit policy, and other information pertinent to said leave. The Flight Attendant shall be provided with a copy of this review.

M. Family Medical Leave

1. In accordance with the Company's Family Medical Leave Policy, an eligible Flight Attendant may request family leave due to the serious health condition of the employee, spouse, child or parent or for the birth or placement of a child. Leave terms and conditions, eligibility criteria and administrative procedures are contained in Company policy, as exists at the time the leave is requested.

2. In the administration of the Company Family Medical Leave policy for Flight Attendants, a Flight Attendant may designate a complete current year vacation period to run concurrently with a Family Medical Leave. Such vacation will commence on the first day of the Family Medical Leave. Use of accrued sick leave shall only be in cases of actual illness, including maternity, or injury of the Flight Attendant. The Company shall not require a Flight Attendant to use either her/his vacation or sick leave in any instance.

**SECTION 24**  
**MOVING EXPENSES**

**A. Qualifying for Expenses**

The moving expenses set forth in this Section shall be paid to Flight Attendants who are required by the Company to change geographical location as a result of the following:

1. Involuntary transfers, which include any transfer due to the closing of a domicile, a transfer at Company request, and when a Flight Attendant is recalled to a domicile other than the one from which furloughed.
2. All transfers awarded to a newly opened domicile for a period of six (6) months following the date the domicile is opened.

**B. Allowable Expenses**

Moving expenses for Paragraphs A.1. and 2. above shall be in accordance with this Section and Company Regulations, Series 15, including the following:

1. Free contingent air transportation (may be substituted by any other form of transportation when air transportation is not available).
2. Shipping of personal effects and household effects:

A Flight Attendant shall be allowed moving expenses connected with the shipping of personal effects and household effects if accomplished within twelve (12) months of the effective date of the new assignment. Notwithstanding Section 22, Paragraph H.1., Flight Attendants transferred in accordance with Paragraphs A.1. and 2. above shall be allowed to use the three (3) days allowed for settling at any time during this twelve (12) month period, except that such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.

3. Mileage allowance for up to two (2) cars shall be provided in accordance with Company policy.
4. Storage of household effects.
5. En route expenses.
6. House-hunting expenses.
7. Temporary living expenses.

C. Expense Claims

All such expenses shall be claimed on forms as outlined in Company Regulations, Series 15, shall be supported by receipts, and must be submitted within thirty (30) days after incurring the expenses or within thirty (30) days after the Flight Attendant receives the billing from the moving concern.

D. Informational Booklet

Any Flight Attendant so affected shall be furnished a copy of the Company's "Transfer and Moving Expense Information" booklet for non-management employees transferring at Company request.

**SECTION 25**  
**PERSONNEL FILE**

**A. Master File**

A single master personnel file shall be maintained for each Flight Attendant in the office of the Manager of Inflight Service at the domicile where the Flight Attendant is based. At domiciles where more than one (1) airport is used, the personnel file will be made available to the Flight Attendant within a reasonable time, upon request, at the airport where she/he is currently doing the majority of flying.

**B. File Contents**

The personnel file which includes the Flight Attendant Information System (FAIS) shall contain all employment records, training records, inflight performance reports and reports from any source regarding said Flight Attendant.

Copies of any documents placed in the Job Performance Section of the file shall be provided to the Flight Attendant.

**C. Complaint Letters**

1. A 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.
  - d. 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.

D. Personal Comments

A Flight Attendant may attach comments to any observation or evaluation reports placed in her/his file.

E. Inflight Observations

Inflight observation reports shall be removed from a Flight Attendant's file after one (1) 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 report(s) used as a basis for the discipline will remain in the employee's personnel file for the duration of the discipline.

F. Removal of Discipline and Non-Disciplinary Notations

1. The Company will consider any disciplinary action taken against a Flight Attendant as cleared from her/his record after a two (2) year period of active service from the date of issuance, provided that no further discipline has been imposed during that period. In the event additional discipline is imposed at any time during said two (2) years, all records of the disciplinary action taken shall be retained in the file until such time as there is a two (2) year period of active service with no discipline issued. The Company will consider any notations of non-disciplinary discussions regarding dependability or job performance as cleared from a Flight Attendant's record after a two (2) year period of active service from the date of issuance, provided that no disciplinary action or further notations have been issued during that period.
2. The Flight Attendant's record including notations may be cleared earlier, when, in the judgment of the Company, her/his performance warrants such action.

G. Review of File

All Flight Attendant records as described in Paragraph B above shall be opened for inspection by the Flight Attendant or the Flight Attendant's specifically authorized Union or other representative(s).

H. Availability for Hearing

For hearing and investigation purposes, a Flight Attendant's file shall on request be made available to the Flight Attendant or her/his specifically authorized representative(s).

I. Duplicate Files

Nothing herein shall prevent the Company from maintaining duplicate files.

J. Commendation Letters

Commendation letters may be removed from a Flight Attendant's file after a twelve (12) month period of active service from the date of issuance. Commendation letters removed shall be given to the Flight Attendant.

K. Placing Reports In File

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 ~~twenty-one~~ (21) 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.

## SECTION 26

### GRIEVANCE PROCEDURES

#### A. Disciplinary Suspensions and Discharge

1. In the event of any alleged action or inaction by a Flight Attendant which in the opinion of the Company may result in suspension or discharge, the Flight Attendant shall be notified in writing of the precise charge or charges and of her/his right to contact the Union for representation at the hearing.
2. Within ten (10) days after the issuance of the Letter of Charge, the Manager Inflight Service/designee shall arrange for and conduct a hearing on the matter, provided, however, that a Flight Attendant shall be given the necessary time in which to secure the presence of witnesses and a Union representative who may accompany and represent her/him at such hearing. In the event either party is unable to meet within said ten (10) days, the hearing shall be held at a mutually agreeable time.
3. The Manager Inflight Service/designee shall, within fifteen (15) days after the close of such hearing, issue a decision in writing to the Flight Attendant and, unless otherwise requested by her/him, to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.
4. The Flight Attendant, if dissatisfied with the Manager Inflight Service's decision, may within thirty (30) days following receipt thereof make written appeal to the "United Air Lines Flight Attendant System Board of Adjustment". The Flight Attendant may authorize, in writing, her/his representative to process the appeal.
5. In no event shall the designee as referred to in Paragraph A.2. of this Section be the same management representative who issued the Letter of Charge.

#### B. Disciplinary Letters (Letters of Warning)

1. a. A disciplinary letter issued to a Flight Attendant shall contain the precise reason(s) for the action being taken. In addition, such letters shall conclude with a statement that in the event the Flight Attendant is dissatisfied with the letter, she/he may, within thirty



(30) days, make a written appeal to the Manager Inflight Service for a review of the letter.

- b. A Flight Attendant who has received a disciplinary letter from the Company may within thirty (30) days thereafter make a written request to her/his Manager Inflight Service for a review of the discipline.
2. Within fifteen (15) days after receipt of the request for review, the Manager Inflight Service/designee shall conduct a hearing on the matter. At such hearing, the Flight Attendant may be accompanied and represented by her/his representative and/or witnesses, and the Manager Inflight Service/designee shall issue a written decision within fifteen (15) days after the close of such hearing to the Flight Attendant, and unless otherwise requested to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.
3. Further appeal procedures by the Flight Attendant shall be in accordance with Paragraph A.4. of this Section.
4. The time limits of this Paragraph shall be applicable to Oral Warnings.

C. Non-Disciplinary Actions, Contract Matters and Company Policies

1. a. A group of Flight Attendants or a Flight Attendant who has a grievance concerning any action of the Company which affects her/him, except as may arise out of disciplinary action, shall discuss such matter with her/his Supervisor within one hundred twenty (120) days after she/he reasonably would have knowledge of such grievance. The Supervisor shall have ten (10) days in which to announce a decision.
- b. In the event the Flight Attendant is dissatisfied with the decision of the Supervisor, she/he may within fifteen (15) days following the announced decision make written request for an appeal hearing or an appeal review to the Director Labor Relations-Inflight. Such request for review or hearing shall include the name of the supervisor with whom the matter was discussed, the date the answer was given, and a statement by the Flight Attendant explaining her/his position on the matter.
2. The Director Labor Relations-Inflight/designee shall review the appeal, which review may include a hearing if either party requests

one, and render a decision within fifteen (15) days after said review or hearing. Such decision shall be issued to the Flight Attendant and, unless otherwise requested by her/him to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.

3. Further written appeal by the Flight Attendant or her/his authorized representative shall be to the "United Airlines Flight Attendant System Board of Adjustment" provided that appeal is made within thirty (30) days after receipt of the Company's decision by the Flight Attendant or her/his representative(s).

D. MEC Grievances

The Master Executive Council President may by written request ask for a review by the Director Labor Relations-Inflight of any alleged misapplication or misinterpretation of this Agreement which is not at the time the subject of a grievance. The relief sought shall be limited to a change of future application or interpretation of the Agreement. The Director Labor Relations-Inflight/designee shall have twenty (20) days after receipt of the request for review in which to investigate and issue a decision. If the decision is not satisfactory, further appeal may be made in writing by the MEC President or the Union to the "United Air Lines Flight Attendant System Board of Adjustment" provided this is done within thirty (30) days after receipt of the decision. It shall be understood such right under this Paragraph shall not apply to hypothetical cases or situations.

E. LEC Grievances

1. The Local Executive Council President of each domicile may ask for a review in writing to the Director Labor Relations-Inflight of any alleged misapplication of the Agreement affecting Flight Attendants at that domicile which is not at the time the subject of a grievance. The relief sought shall be limited to a change of future application or interpretation of the Agreement. After the receipt of the request for review, the Director Labor Relations-Inflight and the LEC President or their designee shall meet as soon as practicable and a decision shall be rendered within seven (7) days of such hearing. It shall be understood such right under this Paragraph shall not apply to hypothetical cases or situations.
2. Further appeal procedures by the LEC President shall be in accordance with Paragraph C.3. of this Section.

## F. General

## 1. Holding Out of Service

- a. Nothing in this Section 26 shall prevent the Company from holding a Flight Attendant out of service with pay pending a hearing and decision as contemplated in Paragraphs A.1., 2. and 3. of this Section. In the event such hearing and decision result in the Flight Attendant's discharge from the Company, the time held out of service after the issuance of the precise charge or charges shall be without pay up to a maximum of ten (10) days.
- b. If a Flight Attendant is held out of service for any reason, she/he shall be furnished such reasons in writing, if requested.

## 2. Probationary Flight Attendants

Nothing in this Section shall be construed as extending the right of hearing relating to discipline and discharge to a Flight Attendant during her/his probationary period.

## 3. Exoneration

- a. If, as a result of any hearing or appeals therefrom as provided herein, a Flight Attendant is exonerated, she/he shall, if she/he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which would have ordinarily been earned had she/he been continued in service during such period.
- b. If, as a result of any hearings or appeals therefrom as provided herein, the Flight Attendant is exonerated, the charges shall be expunged from the personnel record.

## 4. Transportation and Time Off - Witnesses/Representatives

When under the operation of this Section 26, a Flight Attendant hereunder is chosen to act as the representative of or a witness for another Flight Attendant, such Flight Attendant shall be given leave of absence for a time sufficient to permit appearance as such representative or witness. Such witnesses and representatives who are employees of the Company shall be furnished with non-revenue positive space (NRPS) transportation from the point of duty to the point of hearing and return.

#### 5. Stenographic Report

When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken and such stenographic record of the investigation and hearing is made by either of the parties to the dispute, a copy shall be furnished to the other party to the dispute upon request provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

#### 6. Right to a Witness

If more than one (1) management representative is present (including the Supervisor) at a conference with a Flight Attendant concerning a matter which may result in disciplinary action, such Flight Attendant will be advised by the Company of her/his right to have a witness of her/his choice present, provided such witness will be available within a reasonable period of time not to exceed twenty-four (24) hours.

#### 7. Observers

Either the Company or the grievant may request that a hearing be closed to observers.

#### 8. Right To Documents

When a Flight Attendant is brought in for a discussion which may lead to discipline, the Flight Attendant will be provided copies of all documents or reports related to that discussion, before the discussion begins.

#### 9. Extension of Time Limits

Nothing in this Section shall prevent the parties from mutually agreeing to extension of the time limits provided herein.

#### 10. Non-Disciplinary Grievance Records

Grievances not involving disciplinary action and all related grievance correspondence shall not be filed, included or recorded in any form in the Flight Attendant's personnel file.

11. All letters of decisions shall conclude with a statement that in the event the Flight Attendant is dissatisfied with the decision rendered, a written appeal under the provision of Section 26.A.4., of the Agreement may be made within thirty (30) days for appeals to the System Board of Adjustment.
12. If any decision of the Company under the provisions of this Section is not appealed by the grievant(s) within the time limits prescribed herein for such appeal or any extension mutually agreed upon, the decision of the Company shall be final and binding. If any hearing or decision required of the Company under the provisions of this Section is not provided within the time limits herein, or any extension mutually agreed upon, the grievant(s) may consider the request denied and may appeal it to the next step of the grievance procedure.

**SECTION 27**  
**SYSTEM BOARD OF ADJUSTMENT**

**A. Establishment of Board**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and any amendments or additions thereto, and which are properly submitted to it after all steps for settling disputes and grievances as set forth in Section 26 have been exhausted.

**B. Membership**

1. The System Board of Adjustment shall consist of four (4) members, two (2) selected by the Company and two (2) selected by the Union. In addition, the Union and Company shall each designate an alternate, and, in the event of the unavailability of a Board member, the respective alternate shall act as a Board member in place of the absent Board member.
2. Notwithstanding Paragraph B.1 above, on a case by case basis, with agreement between the parties, the System Board of Adjustment may consist of two (2) members, one (1) selected by the Union and one (1) selected by the Company.

**C. Term of Service**

Members of the Board will serve for one (1) year from the date of their appointment, or until their successors have been duly appointed.

Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.

**D. Jurisdiction**

The Board shall have jurisdiction over disputes between any employee or the Union and the Company and between the Company and the Union or any employee growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment thereto.

E. Consideration of Disputes

The Board shall consider any dispute properly submitted to it by an employee covered by this Agreement, by the President of the Union or by the Chief Operating Officer of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that the dispute is filed with the Board within thirty (30) days after the procedure provided for in this Agreement has been exhausted. If a dispute is not filed within such time, the action of the Company or Union shall become final and binding.

F. Organization

1. Appointments of members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the City of Chicago, Illinois within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairperson and a Vice Chairperson, both of whom shall be members of the Board. The term of office of Chairperson and Vice Chairperson shall be one (1) year. Thereafter, the Board shall designate one of its members to act as Chairperson and one to act as Vice Chairperson for one (1) year terms. Each officer so selected shall serve one (1) year and until a successor has been duly selected. The office of Chairperson shall be filled and held alternately by a Union member of the Board and by a Company member of the Board. When a Union member is Chairperson, a Company member shall be Vice Chairperson, and vice versa. The Chairperson, or in her/his absence, the Vice Chairperson shall preside at meetings of the Board and at hearings, and shall have a vote in connection with all actions taken by the Board.
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.

G. Submissions

All disputes properly referred to the Board for consideration shall be addressed to the Chairperson. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairperson who shall promptly transmit one (1) copy thereof to each member of the Board. A copy of all papers and exhibits shall be served on the other party. Each case submitted shall show:

1. Question or questions at issue.
2. Statement of facts.
3. Position of employee or employees.
4. Position of Company.

When possible, joint submissions should be made, but if the parties are unable to agree with a joint submission then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeal provisions of this Agreement.

H. Hearing Dates

Upon receipt of notice of the submission of a dispute, the parties, by designated representatives, shall set a hearing date which shall be the first open date during the regular monthly meetings of the System Board. At the request of either party, cases may be heard out of the order in which they are submitted. The aforesaid designated representatives shall notify the Board members and the parties to the dispute of the hearing dates.

I. Representatives/Witnesses

Employees covered by this Agreement may be represented at Board hearings by such person(s) as they may choose and designate and the Company may be represented by such person(s) as it may choose and designate. Evidence may be presented either orally or in writing or both. Any witness testifying orally or by deposition may be required to testify under oath at the request of either party.



On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Union members or the Company members thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of members constituting the Board.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

J. Majority Rule

A majority vote of all members of the Board shall be competent to make a decision.

K. Effect of Decisions

Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.

L. Deadlock Procedures

In the event of a deadlock in the case of any dispute properly before it, it shall be the duty of the Board to endeavor to agree, within thirty (30) days of the date of such deadlock, upon a procedure for breaking such deadlock. A majority vote of all members of the Board shall be competent to reach such agreement and the action of the Board operating under such procedure shall be final and binding upon the parties hereto. If after expiration of said thirty (30) days, the deadlock is not broken or such case is not otherwise disposed of, either party may notify the other in writing that the services of a referee are desired. Within ten (10) days after such notification, the members of the Board will select a referee from the panel of at least eleven (11) potential referees, such panel to be hereafter agreed to by the parties hereto. The referee shall sit with the Board as a member thereof in the subsequent consideration and disposition of the case. By mutual agreement of the parties, the services of one of the referees on said panel may be requested immediately for any case appealed to the Board.

Within thirty (30) days after the selection of the referee as provided above, the Board and the referee shall consider and review the prior record in the case, and may call such additional witnesses and receive such additional

evidence as the Board may deem necessary. Either party may make written request to the Board for the privilege of presenting additional witnesses or documentary evidence, and the Board, with the referee, may at their discretion, permit such presentations. The decision of the Board shall be rendered within ten (10) days after consideration and review or after the close of any further hearing, and a majority vote of the members of the Board, including the referee, shall be necessary to reach such decision, which shall be final and binding upon the parties hereto.

The expenses and reasonable compensation of the referee selected as provided herein shall be borne equally by the parties hereto. The time limits specified in Paragraph L of this Section may be extended by mutual agreement of the parties to this Agreement.

M. Rights Under Railway Labor Act

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

N. Maintenance of Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

O. Board Members Expenses

Each party will assume the compensation, travel expense and other expenses of the Board members selected by it.

P. Witness Expenses

Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. Witnesses who are employees/retirees of the Company shall receive free contingent air transportation on the Company's system from the point of duty, or assignment, or home to the point at which they must appear as witnesses and return, to the extent permitted by law.

Q. Joint Expenses

The Chairperson and the Vice Chairperson, acting jointly, shall have the authority to incur such other expenses as in their judgment may be

deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half (1/2) by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. Board members shall be furnished non-revenue positive space (NRPS) transportation on the Company's system for the purpose of attending meetings of the Board.

R. Independence of Board Members

It is understood and agreed that each and every Board member shall be free to discharge her/his duty in an independent manner, without fear that individual relations with the Company or with the Union may be affected in any manner by any action taken in good faith in her/his capacity as a Board member.

S. Pursuant to the provisions of Paragraph L of this Section, the parties shall name a panel of at least eleven (11) potential referees for the purpose of disposing of cases in deadlock before the Flight Attendant System Board of Adjustment and establish a procedure for filling vacancies on the panel and for selection of a referee therefrom within sixty (60) days of reaching an agreement.

1. Provisions of Referees

The parties hereto shall jointly notify all members of the panel, original selectees or their replacement, of their selection, informing them of the nature of their duties, the parties to the Agreement and shall inquire and obtain their consent to serve as such panel member and shall also ascertain the fees and charges of such panel member, and such panel members shall not be considered eligible as panel members until their fees and charges are approved by the parties hereto. The parties agree to renegotiate the panel of arbitrators on a yearly basis. The negotiations will occur and will conclude during the first week of September. The panel will remain intact for one (1) calendar year, provided that any member who is then acting as a referee in any case or cases pending before the Flight Attendant System Board of Adjustment at the end of a calendar year and is subsequently removed from the panel, shall be permitted to serve until the completion of such case or cases. During the calendar year either party may remove an arbitrator from the panel with notice to the other party, with

the understanding that the arbitrator shall be permitted to conclude any outstanding case(s).

## 2. Vacancies

In the event that any panel member refuses to accept such appointment, dies or resigns from said panel, or a vacancy or vacancies occur therein for any other reason, her/his or their names shall immediately be stricken therefrom and the parties hereto shall within fourteen (14) days after receipt of notice of such refusal, death, resignation or vacancy, meet and select a successor for such member or members as may be necessary to restore the panel to full membership provided that the parties hereto shall use every reasonable and diligent effort to restore the panel to full membership within thirty (30) days after notice of such refusal, death, resignation or vacancy and provided further that in the event that the parties hereto shall not have agreed upon such replacement member or members within such thirty (30) days, an additional fifteen (15) day period after the expiration of the original thirty (30) days shall be allowed the parties for the purpose of restoring the panel to full membership.

However, in the event that there is a deadlock case or cases then pending before the Flight Attendant System Board of Adjustment and the panel has not been restored to full membership upon the expiration of the fifteen (15) day period, then and in that event the members of the System Board shall select a referee to consider and dispose of such deadlocked case or cases from the remaining members of the panel in accordance with the provisions of this Section.

## 3. Deadlock Selection

The members of the Flight Attendant System Board of Adjustment shall endeavor to agree on a member of the panel to sit with the Board to decide a deadlocked case or cases. If the members are unable to agree upon a member of the panel, the following method of selection shall be employed:

- a. A member of the System Board of Adjustment representing the party filing the case with the System Board of Adjustment and a member of the System Board of Adjustment representing the other party shall in that order alternate in striking the names of eligible panel members until only one remains, which remaining name shall be recognized as the selected referee.

- b. In the event that the referee so selected shall be unable to serve as referee in the particular case or cases within a reasonable time, the procedure described in Paragraph 1 above for selection shall again be followed until a referee is selected who is available to serve.

**SECTION 28****MISSING, INTERNMENT, PRISONER OF WAR BENEFITS****A. Rate of Compensation**

A Flight Attendant who, while engaged in the service for the Company, is interned or taken prisoner of war by a foreign government shall be allowed compensation at the basic monthly rate for the period during which interned or held prisoner of war; provided, however, that in the absence of knowledge on the part of the Company as to whether a Flight Attendant is alive or dead, compensation in such amounts shall be allowed until death is established or until there is a presumption of death under applicable law.

**B. Period of Compensation**

A Flight Attendant who, while engaged in the service for the Company, becomes missing and whose whereabouts becomes unknown, shall be allowed compensation at the basic monthly rate for a period of twelve (12) months after disappearance or until such date as death is established, whichever occurs first. If, upon the expiration of the twelve (12) month period, any such Flight Attendant is still missing and her/his whereabouts are unknown, or if prior to that time, death is established, the Company shall pay or cause to be paid the death benefits provided in Section 13.D (Death Benefits).

**C. Disbursement**

The monthly compensation allowable under this Section 28 to a Flight Attendant interned, held prisoner of war, or missing shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with the written directions for such Flight Attendant. The Company shall cause each Flight Attendant to execute and deliver to the Company prior to such assignment, a written direction in the form prescribed by the Company.

**D. Holding Payment**

Any payments due to any Flight Attendant under this Section which are not covered by a written direction as above required, shall be held by the Company for such Flight Attendant and in the event of death, shall be paid to the legal representative of her/his estate.

E. Compensation Exclusions

The monthly compensation allowable under this Section shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war, or missing, and shall also be in lieu of all salary, expenses, and subsistence during the period in which a Flight Attendant is interned, held prisoner of war, or missing.

F. Seniority

A Flight Attendant shall maintain and continue to accrue seniority and longevity for pay purposes during periods in which interned, held prisoner of war, or missing.

**SECTION 29**  
**WORKERS' COMPENSATION BENEFITS**

- A. Workers' Compensation Benefits shall be provided by the Company for all Flight Attendants as follows:
1. For all Flight Attendants on the System Seniority list the Company's contract for hire with the Flight Attendant is made within the state of Illinois. The state of Illinois Workers' Compensation Act and Occupational Disease Act will have jurisdiction and process including, but not limited to, all injuries, disease, disfigurement or death arising out of the course of their employment.
  2. Notwithstanding the above paragraph, Flight Attendants shall retain the rights to pursue these benefits in any other state or country which also has jurisdiction.
  3. These provisions apply to Flight Attendants in both the domestic and international domiciles.
- B. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to the provisions of Section 28, Missing, Internment, Prisoner of War Benefits, and will be paid to the beneficiaries prescribed by the applicable law as herein provided.



**SECTION 30**  
**UNION SECURITY**

Modified Union Shop

A. Conditions

1. Each Flight Attendant hired on or after October 1, 1977 shall be required as a condition of employment to become a member of the Union upon successful completion of probation as a Flight Attendant.
2. Flight Attendants hired before October 1, 1977 are required as a condition of employment to either voluntarily attain Union membership or to pay to the Union each month a service charge equal to the regular and usual monthly dues.
3. Flight Attendants under Paragraph 2 above who are not members of the Union may voluntarily apply for Union membership under the regular terms established by the Union. Once accepted, such individuals shall be governed by the Union membership provision herein.
4. All employees covered by this Agreement who were members of the Union prior to January 1, 1970 or who hereafter become members thereof during the term of this Agreement must as a condition of continued employment retain their membership in the Union for the duration of the Agreement by tendering the standard monthly membership dues.

B. Application for Membership

1. Newly employed Flight Attendants shall make application for membership in the Union within sixty (60) days after the date of employment and shall be admitted to membership in the Union upon expiration of their probationary period as defined in Section 17 of this Agreement. All Flight Attendants who become members of the Union shall maintain such membership in accordance with the Union's Constitution and By-laws as a condition of continuing employment as a Flight Attendant, provided that this provision shall not apply to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member of the Union or with respect to employees to whom membership was denied or terminated for any reason other than failure of the employee to

tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

2. The Union, within thirty (30) days after the date of signing of this Agreement, shall furnish to the Company a list of its members in good standing as of said date, certified as correct by the President of the Union, and on the first of each month thereafter furnish to the Company a list of additional employees who have become members. If a dispute arises as to whether an employee was a member of the Union, on said date, or has become a member thereafter, such dispute shall be handled in accordance with the provisions of Section 26 of the Flight Attendant Agreement.

C. Delinquent Dues

1. If any employee of the Company covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charges, initiation fees, assessments and/or membership dues, the Union shall notify such employee by certified mail, return receipt requested, copy to Senior Vice President - Human Resources of the Company, that she/he is delinquent in the payment of such service charge, initiation fee, assessments and/or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of fifteen (15) days or be discharged.
2. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Senior Vice President – Human Resources with copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Senior Vice President – Human Resources shall thereupon take proper steps to discharge such employee from the service of the Company.

D. Review Procedure

1. A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
  - a. An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to her/him,

may submit a request for review in writing within five (5) days from the date of notification by the Director Labor Relations-Inflight, as provided in Paragraph C.2. above. The request must be submitted to the Director Labor Relations-Inflight who shall review the grievance and render an opinion in writing not later than five (5) days following receipt of the grievance.

- b. The Director Labor Relations-Inflight/designee shall forward a decision to the employee with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the employee or the Union, then either may appeal the grievance within ten (10) days from the date of the receipt of such decision directly to the System Board of Adjustment established by Section 27 of this Agreement. All such grievances shall be processed by the System Board of Adjustment in accordance with the provisions of Section 27, provided, however, that the members of the System Board appointed by the Union and the Company in accordance with Section 27, Paragraph B, shall not participate in the hearings, deliberations or decisions of the Board. Such grievances shall be presented solely to a neutral referee selected in accordance with Section 27, Paragraph L, who shall hear and determine such grievance. Such grievances shall be heard by the System Board within six (6) months of receipt of the decision by the Director Labor Relations-Inflight.
- 2. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director Labor Relations-Inflight or the neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section.
  - a. An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
  - b. The Union agrees that it will indemnify and save the Company harmless against all forms of liability that shall arise out of or by reason of action taken by the Company, which action was requested by the Union under the provisions of this Section, or, arising out of Company compliance with this Section.

## E. Dues Check-Off

1. During the life of this Agreement, the Company will deduct from the pay of each employee the standard monthly membership dues uniformly levied in accordance with the Railway Labor Act, as amended, and the Constitution and By-Laws of the Union, service charges, initiation fees and assessments, provided such member of the Union voluntarily executes the following agreed upon form which will be prepared and furnished by the Union and known as a "Check-Off Form":

## AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF UNION DUES

TO: United Air Lines, Inc.

I, \_\_\_\_\_ do hereby authorize and direct UNITED AIR LINES, INC. (UAL) to deduct from my pay, dues in an amount equal to such monthly dues, service fees, initiation fees, and/or assessments, as may be established now or hereafter in accordance with the Constitution and By-Laws of the Association, for remittance to the Association of Flight Attendants-CWA, AFL-CIO.

I agree that this authorization shall be irrevocable for one (1) year from the date hereof or until termination of the check-off agreement between United Airlines, Inc. (UAL) and the Association of Flight Attendants-CWA, AFL-CIO, whichever occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to the Association of Flight Attendants-CWA, AFL-CIO by certified mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Employee: \_\_\_\_\_

UAL File Number: \_\_\_\_\_ Inflight Seniority Date: \_\_\_\_\_

Domicile: \_\_\_\_\_

Deduction to begin: \_\_\_\_\_

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

2. a. During the Flight Attendants' initial training, the Company will make known to them the dues check-off provisions of this Agreement. Those desiring to participate in the payroll deduction plan for the remittance of dues will at that time complete two copies of the above check-off form. The Union will keep the Company supplied with sufficient forms for this purpose.
  - b. One copy of each completed form will be forwarded to the Union's headquarters office and the other copy to the Company's Payroll Department. On the first mid-month paycheck following completion of the employee's probationary period, the Payroll Department will begin the appropriate deduction. For example, if the Flight Attendant's classification seniority date falls in January, the first deduction will be made from her/his August 16 paycheck.
  - c. The Company will also make available to the Union the names and domicile assignments of those Flight Attendants from that particular graduating class who have elected not to participate in the check-off arrangement.
3. All other check-off forms will be submitted from the Union's Headquarters Office to the Payroll Accounting Manager, Executive Offices, Chicago, Illinois. A properly executed check-off form, filed before the 15th of any month, will become effective the 1st of the month following its receipt by the Payroll Section of the Accounting Department, Chicago, Illinois. Illegible or improperly executed forms will be returned to the President of the Master Executive Council of the Union.
4. Any notice of revocation as set forth in the check-off form must be in writing, signed by the employee, and delivered by certified mail, addressed to the Payroll Accounting Manager, United Air Lines, Inc., P.O. Box 66100, Chicago, Illinois 60666, with a copy to the President of the Master Executive Council as soon as processed through Company payroll procedures. Check-off form and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
5. With thirty (30) days notice from the Union, the Company will deduct from Flight Attendant earnings, any assessments levied by the Union.

#### F. Dues Deductions

Deduction of total membership dues shall be made only at the time of the issuance of the second paycheck issued each month provided there is a sufficient balance due the employee at that time after all other deductions authorized by the employee or required by law (including money claims of the Company and the Credit Union loans) have been satisfied. The Company will remit all monies due the Union which have been deducted from paychecks issued to Flight Attendants on or before the 16th of the month. Such remittance shall be sent to a bank designated by the Union by wire transfer or such other electronic banking procedure agreed upon by the parties. Remittance shall be not later than the 26th of the same month in which the monies are deducted.

#### G. Dues Terminations

An employee who has executed a check-off form and who has been (1) transferred or promoted to a job not covered by the Agreement, (2) resigns from the Company, (3) who is laid off, or is (4) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked her/his assignment as of the date of such action and if she/he (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, (3) is recalled or (4) re-employed, further deductions of Union dues will be made only upon execution and receipt of another check-off form.

#### H. General

1. Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues in the specified pay period, and collection of dues missed because of accidental errors in the accounting procedure will be the responsibility of the Union and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed collections. It will be the Union's responsibility to verify apparent errors with the individual Union member before contacting the Company Payroll Accounting Manager.
2. In cases where a deduction is made which duplicates a payment already made to the Union by an employee and where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

3. United Air Lines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the employee or employees by virtue of the wrongful application and misapplication of any of the terms of this Agreement.
4. Other provisions of this Agreement notwithstanding, the Company shall not be required to terminate the employment of any employee covered by this Agreement until such time as the services of a qualified replacement is available. The Company may not, however, retain any employee in service under the provisions of this Paragraph for a period in excess of forty-five (45) calendar days from the date of the Union's original notice, except by mutual agreement by the parties hereto.

**SECTION 31**  
**SAFETY, HEALTH AND SECURITY**

**A. Safety Information**

1. The recommendations of the MEC Safety, Health and Security Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants.
2. The MEC Safety, Health and Security Chairperson or AFA qualified designee shall be allowed to attend UAL-FAA emergency evacuation demonstrations. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of the MEC Safety, Health and Security Chairperson/AFA designee at government required certification tests.
3. Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (form 1845) and/or inflight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.
4. The MEC President and/or the MEC Safety, Health and Security Chairperson/AFA designee will be provided access to the Crisis Center Observation Room for safety related incidents.

**B. Accident/Serious Incident/Hijacking**

1. The Company, upon notification of an accident/serious incident/hijacking involving Flight Attendants, shall promptly notify the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee.

These events are defined as follows:

- a. Aircraft Accident - An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury.
- b. Hijacking (Air Piracy) - Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.



- c. Serious Incident - An occurrence with Flight Attendants onboard a Company aircraft involving any of the following:
  - (1) Serious injury to a Flight Attendant.
  - (2) Actual passenger evacuation of an aircraft involving use of safety equipment. In the event an evacuation takes place at the gate via stairs or jetway, and Inflight Scheduling (WHQSK) is notified, notification will be as provided herein.
  - (3) Fire or smoke onboard resulting in injuries to a Flight Attendant.
  - (4) Physical assault or crew interference.
  - (5) Recognized decompression.
  - (6) Severe turbulence resulting in multiple injuries or interior damage and Inflight Scheduling (WHQSK) is notified.
  - (7) Red Alert.
  - (8) Amber alert resulting in a preparation for evacuation and Inflight Scheduling (WHQSK) is notified. Nothing herein shall limit the Company from notifying the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee of other incidents pursuant to the Inflight Service Emergency Response Manual.
- 2. Following an accident/serious incident/hijacking, Flight Attendants will be provided with medical attention and, where possible, isolation from the press.
- 3. If hotel rooms are necessary, the Company shall provide single rooms, adjacently located if possible, and shall attempt to provide the Flight Attendants, during their stay, an accurate list of phone calls and visitors to the hotel.
- 4. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an accident or hijacking.
- 5. In the event of any accident (as defined in Paragraph B.1.a. above) in any foreign country, if Inflight Service is granted access to the crash site, the Company will endeavor to include the MEC Safety, Health and Security Chairperson or AFA qualified designee among those granted access to the site. In such cases, if expedited documentation

or transportation arrangements are made for Inflight Service, the Company will endeavor to obtain the same for the MEC Safety, Health and Security Chairperson or AFA qualified designee. The Company shall maintain a current list of Visa requirements of the countries served by scheduled Company flights and upon request shall provide such list to the MEC Safety, Health and Security Chairperson.

C. Crew Member Physical Assault

The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members. Upon request, the Company will meet with the MEC Safety, Health and Security Chairperson/AFA designee in an effort to resolve related problems.

D. Hostilities

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

E. Access to Secure Areas

The Company will attempt to secure a security badge(s) and customs hologram(s) for MEC and LEC Safety, Health and Security Chairpersons that grant access equal to that of Inflight Service management at their respective domiciles for the exclusive purpose of dealing with health and safety incidents involving United Flight Attendants. Should the Company be unable to acquire such ID badge(s) in certain domiciles, the Company will make every effort to ensure escort access to secure areas, such as Customs and Immigration, when health and safety incidents involving United Flight Attendants occur.

F. Joint Meetings

The Company will provide flight pay loss to the MEC Safety, Health and Security Chairperson/AFA designee whenever her/his attendance at meetings concerning the safety, security and health of Flight Attendants is requested by the Corporate Safety Department.

G. Cabin Air Quality

United Airlines will monitor aircraft environmental systems, and ensure these systems perform to FAA and appropriate air quality standards.

If Flight Attendants are scheduled to work an aircraft being operated with environmental systems which are deferred, they will be informed of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired. Flight Attendant air quality and environmental complaints will be acknowledged by the Company within two (2) business days, and a response will be provided to the Flight Attendant within ten (10) business days, with a copy to the MEC President/designee.

H. Communicable Diseases

If the Center for Disease Control and Prevention or other national health agency of a country in which the Company operates flights notifies the Company that a Flight Attendant has been exposed to a reportable communicable disease during the course of her/his inflight duties, the Company shall promptly notify the Flight Attendant, her/his Local Council President and the MEC Safety, Health and Security Chairperson.

**SECTION 32**  
**SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days notice, request negotiation for modification or amendment of this Agreement and negotiations shall commence within fifteen (15) days from receipt of said notice.

## **SECTION 33**

### **BENEFITS**

The following changes in Flight Attendant medical benefits and dental benefits will take effect July 1, 2003 ("Effective Date") unless otherwise indicated.

#### **A. Medical Benefits**

1. a. The changes in Medical Benefits established in the Agreement will apply to all employees covered by the Flight Attendant Agreement as of the Effective Date.
- b. A Flight Attendant eligible for medical coverage may elect medical coverage on behalf of herself/himself and her/his eligible dependents. The Flight Attendant may elect to be covered for medical benefits under the Medical Preferred Provider Option ("Medical PPO") or an applicable Health Maintenance Organization (HMO), or she/he may elect not to be covered for medical benefits. A Flight Attendant who fails to make an election for Medical Benefit coverage, will be deemed to have waived coverage for her/himself and her/his eligible dependents. A Flight Attendant who fails to make an election during any succeeding Annual Benefit Open Enrollment will be deemed to have elected to continue the election previously in effect.

#### **2. Monthly Employee Contribution**

A Flight Attendant electing to be covered for medical benefits will be required to make a monthly contribution for such coverage. Required monthly contributions will be governed by the following:

- a. The required contribution for each month of coverage under the Medical PPO will be based on a 4-tier structure (1 Adult, 2 Adults, 1 Adult + Child(ren) and 2 Adults + Child(ren)).
- b. For Flight Attendants on the Company's payroll, the required contributions for medical coverage will be paid by payroll deduction on a pre-tax basis. Such pre-tax payments are in addition to the amounts, if any, that the employee elects to defer to a Health Care Spending Account under the Flexible Spending Program.
- c. For individuals not on the Company's payroll (such as Flight Attendants on unpaid leave of absence, retirees, and survivors) or

Flight Attendants on the active payroll but who are on ANP or otherwise do not have a sufficient paycheck from which to take the payroll deduction, the required employee contributions will be paid on an after-tax basis.

- d. The required contributions for each month of coverage under the Medical PPO will be a percentage of the total projected cost of the Medical PPO for such calendar year for the coverage tier elected. The percentage for each year is as follows:

January 1, 2004 – 12%

January 1, 2005 – 14%

January 1, 2006 – 16%

January 1, 2007 – 18%

January 1, 2008 and thereafter – 20%

- e. The Total Monthly Cost of coverage as reflected in paragraph A.2.d. above on which the employee contribution is calculated will not increase by more than 7% per year. Employee contribution amounts will be rounded to the nearest penny. Any increase in the employee contribution for 2009 and beyond will not exceed 7% of the prior year's contribution rounded to the nearest penny.
  - f. The contributions for each month of coverage under an HMO is equal to the total monthly cost of the HMO minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Medical PPO.
- 3. As of the Effective Date, Flight Attendant Medical Benefits will provide coverage for all medical expenses considered covered medical expenses under the United Air Lines Medical and Dental Plan as follows:
    - a. Deductible: All covered medical expenses will be subject to a deductible in the amount of two hundred fifty dollars (\$250.00) per person per calendar year and five hundred dollars (\$500.00) per family per calendar year. The family deductible is reached when covered family members have, in aggregate, paid an amount equal to the family deductible, but in no event may one person satisfy more than the individual deductible amount.

- b. **Out-of-Pocket Limit:** The out-of-pocket limit is fifteen hundred dollars (\$1,500.00) per person per calendar year and three thousand dollars (\$3,000.00) per family per calendar year. The family deductible is reached when covered family members have, in aggregate, paid an amount equal to the family out-of-pocket limit, but in no event may one person satisfy more than the individual out-of-pocket amount.
- c. **Co-Insurance:** Except as provided in paragraphs 3.o., 3.p.(1), and 3.p.(3) below, covered expenses incurred from an in-network provider will be paid at eighty percent (80%) after the deductible is satisfied until the individual's out-of-pocket limit is reached and then will be paid at one hundred percent (100%) for that individual for the balance of the calendar year. Covered expenses received from an out-of-network provider will be reimbursed as described above except that the co-insurance amount is sixty percent (60%) rather than eighty percent (80%).
- d. **Lifetime Maximum:** The maximum benefit payable per person per lifetime for covered expenses incurred from an in-network provider is unlimited. The maximum benefit payable per person per lifetime for covered expenses incurred on or after May 1, 2003 from an out-of-network provider is \$500,000.
- e. **Medical PPO Network:** In-network providers under the Medical PPO will be the providers in the Claim Administrator's network, which is currently BlueCross BlueShield's Blue Card PPO network. All other providers are considered out-of-network under the Medical PPO.
- f. **Certain Out-Of-Network Expenses Considered as In-Network:** Under the Medical PPO, covered expenses incurred out-of-network will be considered and paid as in-network expenses in the following situations:
  - (1) Covered individuals who receive covered treatment will receive in-network benefits for those expenses, if, within 30 driving miles of their home (including a temporary residence), there is no network specialist or in-network primary care physician or in-network hospital as applicable to the treatment in question.
  - (2) Treatment in the event of an emergency.
  - (3) Treatment received outside the United States.

g. The Company will continue to extend family medical and dental coverage to an employee on leave pending a grievance on the same basis as for an active employee. If a Flight Attendant is discharged, she/he will be able to receive medical and dental coverage for 18 months at her/his own expense under the provisions of COBRA.

h. Additional Covered Expenses

(1) Reasonable and Customary: All covered expenses received from out-of-network providers are limited to an amount determined to be Reasonable and Customary. Reasonable and Customary shall be the amount up to which approximately 85% of the providers in a specific geographical area charge for a specific medical service. "Approximately" shall be limited to a variance of not more than five (5) percentage points from the 85%. The Claims Administrator shall determine Reasonable and Customary.

(2) Home Health Care: Home health care provided under the terms of a primarily skilled home health care plan, and must be provided by an approved home health care agency approved by the Claims Administrator. Coverage for home health care services will be provided when the care is determined by the Claims Administrator to be Medically Necessary. Eligible services must be provided in the Flight Attendant's place of residence and include:

- part-time or intermittent skilled nursing care by or under the supervision of a registered graduate nurse;
- services of a home health aide other than a member of the Flight Attendant's family or a person who lives in her/his home when the service is part of a skilled home health care plan;
- physical therapy, occupational therapy, and speech therapy provided through the home health care agency; and
- medical supplies, drugs and medicines that require a prescription by law and laboratory services.

Eligible services will not include housekeeping, cooking, baby-sitting, and the like.



- (3) Extended Care Facilities: Extended Care Facilities that have been approved by the Claims Administrator if the confinement in the extended care facility is ordered by the Flight Attendant's or dependent's physician for continuing treatment of an illness or injury and if the Flight Attendant or dependent requires convalescent care that requires medical supervision and skilled nursing services.
  - (4) Hospice Care: Services of an approved hospice organization and facilities for terminally ill employees and/or dependents with a life expectancy of six (6) months or less pursuant to a Medicare-approved hospice care program. These eligible hospice care services include:
    - part-time nursing care (Registered Nurse),
    - physical, occupational and speech therapy,
    - medical social services under the direction of a Licensed Physician,
    - hospice services provided on an out-patient basis,
    - part-time services of a home health aide,
    - necessary medical supplies,
    - laboratory services,
    - pain relief treatment, including drugs, medicines and medical supplies,
    - Licensed Physician's services, and
    - up to 3 psychological, spiritual and bereavement counseling to surviving members of the terminally ill person's immediate family within one year of the employee's or dependent's death.
  - (5) Auditory: Expenses for hearing examinations, hearing aids and batteries for hearing aids up to \$5,000 per person per lifetime.
- i. Licensed Clinical Social Workers (LCSW) will be considered covered providers under the Plan. Corresponding terms, if any, will also be included to reflect comparable qualified positions in the countries where International domiciles are located.
  - j. Preventive Care
    - (1) Wellness Program: The Plan shall cover expenses for services provided for in the wellness program described in Attachment A.

- (2) Pap Smears: The Plan shall cover expenses for an annual cervical cytology screening which includes a pelvic examination, the collection and preparation of a pap smear, and associated lab and diagnostic services.
- (3) Prostate Specific Antigen: The Plan shall cover expenses for an annual PSA test for men age 50 and over.
- k. Licensed Birthing Centers: The use of licensed birthing centers will be a covered medical expense.
- l. Prescription Drugs under the Medical PPO
  - (1) Expenses for prescription drugs filled at retail are subject to the deductibles and co-insurance applicable to in-network expenses.
  - (2) Mail delivery of prescription drugs is available for maintenance drugs and is mandatory for certain maintenance drugs after prescriptions have been filled three times (maximum 90 days) at retail. Mail delivery prescription drugs are not subject to deductibles or co-insurance, but do require employee co-payments. These employee co-payments do not apply toward the deductible or out-of-pocket limits.

Each calendar year the employee co-payments will increase annually at the same rate as the total projected cost of the mail delivery prescription drug program increases; provided, however, that any increase in the employee co-payments for any year will not exceed 7% of the prior year's co-payment, rounded to the nearest dollar.

- (3) The prescription drug program will be subject to strong management to ensure consistency with medical necessity and generally accepted practice. In cases where alternative therapies, dosage changes or similar recommendations are made, the individual's physician will have the right to reject those recommendations made pursuant to the strong management program. Determinations about medical necessity, clinically appropriate use of a drug, and similar determinations are not subject to rejection by the individual's physician, however, such physician may avail herself/himself of the appeal process established by Medco Health or its successor. Such appeal will be reviewed and a decision made

within 48 hours of receipt of the appeal by Medco Health or its successor.

m. Dependent Definition

- (1) The definition of dependent child will include:

“\*Your step-child

or

\*A child who is related to you by blood or marriage or for whom you have legal guardianship provided any such child is living with you in a normal parent-child relationship, is primarily dependent upon you for support and care, and is eligible to be reported as a dependent on your federal income tax form.”

- (2) Eligible dependent will include an employee's Qualified Domestic Partner. A Qualified Domestic Partner is an employee's domestic partner who is of the same sex as the employee and who has been enrolled by the employee with the Company as her or his domestic partner in accordance with the rules and procedures established by the Company.

- n. Dependent Changes: To add a new dependent (including a new-born), delete a dependent, or to make any other changes involving dependents, the Flight Attendant must notify the Company or its designee within 30 days of the event allowing the change (otherwise, changes regarding dependents may be made only during an Annual Benefit Open Enrollment).

- o. Pre-Certification of Hospital Confinements: The need for and duration of confinement in any treatment facility must be pre-certified. The portion of the confinement not certified will be payable at fifty percent (50%). The remaining fifty percent (50%) will not apply to the out-of-pocket limit. Participants must notify the proper party of the emergency admission, within 48 hours after admission or as soon thereafter as possible.

p. Psychiatric and Substance Abuse

- (1) Covered expenses for out-patient psychiatric and substance abuse treatment received from an in-network provider will be payable at 80% and the employee's share does not apply to the out-of-pocket limit.

- (2) Coverage for in-patient psychiatric and substance abuse treatment received from an out-of-network provider is limited to 30 days per calendar year per person.
- (3) Covered expenses for out-patient psychiatric and substance abuse treatment received from an out-of-network provider will be payable at 50% and the employee's share does not apply to the out-of-pocket limit.
- q. Right of Reimbursement: The Medical PPO Plan will have a right of reimbursement when the Plan has paid the expenses of a plan participant and the plan participant later recovers any amount from a third party who is responsible for the illness or injury. The Plan's recovery is the first dollar paid in the judgment or settlement and is limited to the amount of the award or the amount paid by the Plan, whichever is smaller.
- r. Maintenance of Benefits: The Medical PPO will apply Maintenance of Benefits for employees with other group coverage rather than Coordination of Benefits.
- s. Survivors Benefits: The widow/er or surviving Qualified Domestic Partner of an active employee or employee on an illness leave of absence status with ten (10) or more years of Company Seniority on the date of her/his death will be covered by the active employee medical plan until the widow/er or surviving Qualified Domestic Partner becomes eligible for Medicare or remarries (or in the case of a Qualified Domestic Partner, enters into another domestic partnership), whichever occurs first. Children of the employee who satisfy the eligibility requirements of the Plan will continue to be covered until they no longer meet the eligibility rules, the widow/er or Qualified Domestic Partner is no longer covered, the dependent child becomes employed and eligible for medical coverage through their employment, or the child becomes eligible for Medicare, whichever occurs first. Upon becoming eligible for Medicare, the widow/er or Qualified Domestic Partner will become eligible for retiree medical coverage on the same basis as retired employees.
- t. Deadline to Submit Claims: Claims for Covered Expenses must be submitted for payment and received by the Claims Administrator within twelve (12) months from the date charges are incurred.

- u. Former Pan Am Flight Attendants: Former Pan Am Flight Attendants who became United Flight Attendants as part of the acquisition of the Pan Am Pacific Division in 1986 or the 1991 London Route Acquisition shall have their years of service at Pan Am counted as years of service with United for the purpose of eligibility and contribution rules.
- v. Retiree Medical Benefit applicable to Flight Attendants who retire on or after July 1, 2003.
  - (1) Eligibility: A Flight Attendant (and her/his eligible dependents and survivors) will be eligible for retiree medical benefits if the Flight Attendant, at retirement, meets one of the following:

Either

- a. Age fifty-five (55) or older with ten (10) or more years of service, or
- b. On May 1, 2003 was age fifty (50) or older with ten (10) or more years of service, and
- c. In both cases above, retires from active status, voluntary furlough, or Medical Leave of Absence, and
- d. Continues to make required contributions.

Or

- e. Employment is terminated, by exhausting the full period of medical leave of absence; and
- f. Years of service are equal to or greater than 25 years; and
- g. Employee is collecting Social Security Disability Benefits; and
- h. continues to make required contributions.

For these purposes a Flight Attendant's "years of service" is equal to the period from the Flight Attendant's company seniority date through the Flight Attendants retirement/termination date.

- (2) Pre-Medicare Retiree Medical Benefits: When first eligible, and during any subsequent Annual Benefit Open Enrollment, a retired Flight Attendant or survivor may elect from among the same options as are available to active Flight Attendants (the

Medical PPO, any available HMO, or no coverage). Coverage will not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contribution.

- (3) Monthly Contribution for Pre-Medicare Medical PPO: A retired Flight Attendant or survivor electing to be covered for Pre-Medicare medical benefits will be required to make a monthly contribution for such coverage. The required contribution of each month of coverage under the Medical PPO will be based on a 4-tier structure (1 Adult, 2 Adults, 1 Adult + Child(ren), and 2 Adults + Child(ren)). The required contribution for each month of coverage under the Medical PPO is equal to a percentage of the total projected costs of the Medical PPO, based on the Flight Attendant's years of service as follows:

<u>Years of Service</u>	<u>Percentage of Cost</u>
10 through 19	80%
20 through 24	60%
25 and over	40%

The required contribution for each month of coverage under the Medical PPO is equal to the applicable percentage of the total projected cost of the Medical PPO for such calendar year, for the coverage elected. There is no limit on the increases to the monthly contribution, although co-payments for the mail order drugs are limited as provided for active Flight Attendants.

- (4) Monthly Contribution for Pre-Medicare Medical HMO: The contribution of each month of coverage under an HMO is equal to the total monthly cost of the HMO minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Medical PPO.
- (5) Post Medicare Retiree Medical Benefits: When first eligible, and during any subsequent Annual Benefit Open Enrollment, a retired Flight Attendant or survivor may elect from among one or more supplemental plans to Medicare offered by the Company. Coverage will not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contributions.

- (6) Monthly Contribution for Post-Medicare Coverage: Eligible individuals must pay a monthly contribution for the cost of Post-Medicare coverage. The monthly contribution is equal to the total projected cost of such post-Medicare coverage for the calendar year, per person, minus a Company contribution equal to \$90 per month per person covered.

w. Flight Attendant Retiree Medical Plan Board

- (1) A Joint AFA-Company Board will be established to monitor and address issues relative to the Flight Attendant pre-Medicare comprehensive medical plan and other Flight Attendant welfare benefit plans.

The joint committee will be composed of two (2) members selected by the AFA and two (2) members selected by the Company.

The Committee members will be the coordination point to their respective constituents.

- (2) The above committee will have full access to all pertinent health and welfare data, including but not limited to updated reasonable and customary information, as available, names and addresses of retired Flight Attendants updated on a semi-annual basis, and experience data of existing benefits.
  - (3) This committee will be free to expand upon or memorialize their goals, structure and operating criteria.
- x. If, during the term of this Agreement (2012-2016), the Company agrees to improvements for any employee group (union or non-union) in the terms, other than employee contributions, of the medical coverage as described in this Section 33, such improvements will also be provided to active Flight Attendants and Flight Attendants retiring on or after July 1, 2003.

B. Dental Benefits

1. A Flight Attendant may elect to be covered for dental benefits under either the Traditional Dental Plan or an applicable Dental Health Maintenance Organization ("DHMO"), or she/he may elect not to be covered for dental benefits. A Flight Attendant who fails to make an election, will be deemed to have waived coverage for her/himself and her/his eligible dependents. A Flight Attendant who fails to make

an election during any succeeding Annual Benefit Open Enrollment will be deemed to have elected to continue the election previously in effect.

2. Monthly Employee Contribution

A Flight Attendant electing to be covered for dental benefits will be required to make a monthly contribution for such coverage. Required monthly contributions will be governed by the following:

- a. The required contribution for each month of coverage under the Traditional Dental Plan will be based on a 4-tier structure (1 Adult, 2 Adults, 1 Adult + Child(ren) and 2 Adults + Child(ren)).
- b. For Flight Attendants on the Company's payroll, the required contributions for dental coverage will be paid by payroll deduction on a pre-tax basis. Such pre-tax payments are in addition to the amounts, if any, that the employee elects to defer to a Health Care Spending Account under the Flexible Spending Program.
- c. For individuals not on the Company's payroll (such as Flight Attendants on unpaid leave of absence, retirees, and survivors) or Flight Attendants on the active payroll but who are on ANP or otherwise do not have a sufficient paycheck from which to take the payroll deduction, the required employee contributions will be paid on an after-tax basis.
- d. The required contributions for each month of coverage under the Traditional Dental Plan will be a percentage of the total projected cost of the Traditional Dental Plan for such calendar year for the coverage tier elected. The percentage for each year is as follows:  
  
January 1, 2004 – 12%  
January 1, 2005 – 14%  
January 1, 2006 – 16%  
January 1, 2007 – 18%  
January 1, 2008 and thereafter – 20%
- e. The total monthly cost of coverage as reflected in paragraph B.2.d. above on which the employee contribution is calculated will not increase by more than 7% per year. Employee contribution amounts will be rounded to the nearest penny. Any increase in the employee contribution for 2009 and beyond will not exceed 7% of the prior year's contribution rounded to the nearest penny.



- f. The contributions for each month of coverage under a DHMO is equal to the total monthly cost of the DHMO minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Traditional Dental Plan.
3. The benefits under the Traditional Dental Plan are as follows:

After the deductible has been satisfied, covered dental expenses will be paid as follows:

Preventative (Class I) Procedures at 100%  
Restorative (Class II) Procedures at 80%  
Major (Class III) Procedures at 50%  
Orthodontic (Class IV) Procedures at 50%

The deductible is \$50.00 per person per calendar year with a \$100 deductible per family per calendar year. The deductible amount will be waived for preventive procedures.

Payments will be based on reasonable and customary charges as determined by the Claims Administrator. Reasonable and customary shall be the amount up to which approximately 85% of the dentists in a specific geographic area charge for a specific dental procedure. "Approximately" shall be limited to a variance of not more than five (5) percentage points from the 85%.

Maximum Payment

Non-Orthodontia Treatment:      \$2,000 per person per calendar year

Orthodontia Treatment:              \$2,000 per person per lifetime

Pre-treatment Review will be required for any non-emergency dental treatment that is expected to cost over \$200. Only the portion of the treatment that is approved will be considered for payment.

4. Dependents
  - a. Eligible dependent will include an employee's Qualified Domestic Partner. A Qualified Domestic Partner is an employee's domestic partner who is of the same sex as the employee and who has been enrolled by the employee with the Company as her or his domestic partner in accordance with the rules and procedures established by the Company.

- b. To add a new dependent (including a newborn), delete a dependent, or to make any other changes involving dependents, the Flight Attendant must notify the Company or its designee within 30 days of the event allowing the change (otherwise, changes regarding dependents may be made only during an Annual Benefit Open Enrollment).
- 5. Maintenance of Benefits: The Traditional Dental Plan will apply Maintenance of Benefits for employees with other group coverage rather than Coordination of Benefits.
- 6. Deadline to Submit Claims: Claims for Covered Expenses must be submitted for payment and received by the Claims Administrator within 12 months from the date charges are incurred.
- 7. If, during the term of this Agreement (2012–2016), the Company agrees to improvements (for any employee group (union or non-union) in the terms, other than employee contributions, of the dental coverage as described in this Section 33, such improvements will also be provided to active Flight Attendants.

C. COBRA

The Company will continue benefits in accordance with COBRA, as amended from time to time. Any period of time during which the Company continues to pay a portion of the cost of the coverage following a Qualifying Event will be considered part of the COBRA continuation period.

D. Flexible Spending Account

The Flexible Spending Account Plan, as permitted by Section 125 of the Internal Revenue Code, shall provide that a Flight Attendant may defer up to five thousand dollars (\$5,000) of her/his salary into a dependent care spending account and up to five thousand dollars (\$5,000) into a health care spending account. Any unused account balances remaining at the close of the plan year will be returned to the Plan participants in an IRS approved manner as selected by the Association prior to the next election period. The Plan will allow for payment for all health care and dependent care expenses that are allowable under the Internal Revenue Code.

## E. Long-Term Disability

### 1. Eligibility

Flight Attendants who have completed one (1) year of service.

### 2. Enrollment

Upon becoming eligible, Flight Attendants will be automatically enrolled in LTD coverage, and will be subject to applicable payroll deductions. Flight Attendants will have the ability to opt out of coverage. A Flight Attendant who opts out of coverage will require evidence of insurability prior to being allowed to enroll in LTD coverage.

### 3. Benefit Amount

The Plan will pay a monthly benefit of fifty per cent (50%) of the employee's monthly salary on the date disability begins, reduced by any amount received from the following sources:

- a. Worker's compensation.
- b. Primary social security disability benefits (including continuation of such benefits payable after age 65).
- c. State disability benefits.

### 4. Monthly Salary

A Flight Attendant's monthly salary is the Flight Attendant's base pay rate for seventy-five (75) hours for Flight Attendants based at an International domicile and eighty-two (82) hours per month for a Flight Attendant based at a Domestic domicile. A Domestic domicile will be any domicile that has Domestic flying only or one that has both Domestic and International flying. An International domicile will be one that has International flying only.

### 5. Benefit Waiting Period

Benefits begin on the 271st day of total disability provided employee is under a doctor's care.

### 6. Benefit Duration

If the employee is age 60 or younger when disability begins, benefits will continue until the earlier of:

- a. Her/his 65th birthday.
- b. No longer disabled.

- c. No longer under a doctor's care.

If disability begins on or after the employee's 61st birthday, benefits will continue according to the following schedule, or until no longer disabled, or no longer under doctor's care, whichever is first.

<u>Age at Disability</u>	<u>Maximum Number of Months of Benefit Payments</u>
61	48
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 or older	12

The Company will improve the schedule above if required under the Older Workers' Benefit Protection Act.

7. Definition of Disability

Total disability means that during the first two years of benefits, the employee cannot perform the Flight Attendant's job. After two years, total disability means the employee cannot do any job for which the employee has the training, education or experience.

8. Limitations

LTD benefits are not paid for:

- a. War or act of war, whether declared or undeclared.
- b. Service in the Armed Forces of any country.
- c. Suicide or attempted suicide.

9. Coverage Duration

Coverage ends when the first of the following events occur:

- a. The employee ceases to be a Flight Attendant.
- b. The employee no longer makes required contributions.

#### 10. Employee Cost

The cost of providing LTD benefits will be shared sixty percent (60%) by the Company and forty percent (40%) by the employee, up to a maximum employee contribution of fifty-five cents (\$.55) for each \$100 of monthly salary as defined above.

#### 11. Receiving New Benefits

If an employee who was receiving benefits, returns to work for less than 90 days, and is again unable to work because of the same or related disability, benefits will immediately recommence; but if the employee returns to work for longer than 90 days or if the disability is from an unrelated cause, the disability will be considered a new disability and will be subject to a new 270 day waiting period.

#### 12. Maximum Benefit

There shall be no maximum monthly benefit.

#### 13. Reinstatement of Coverage

Coverage will be automatically reinstated upon an employee's return to work from a layoff or an authorized leave of absence provided the Flight Attendant was enrolled for LTD at the start of the layoff or authorized leave of absence.

### F. Life Insurance

1. The following changes will be applicable to each Flight Attendant in active service as an employee covered by the Flight Attendant Agreement on the effective date; otherwise on the first day of active service as such an employee after such date.
2. The current Company-paid life insurance will be forty thousand dollars (\$40,000) for all employees covered by the Agreement.
3. Each Flight Attendant in active service as a Flight Attendant will be provided Accidental Death and Dismemberment Insurance (paid by the Company) as set forth below;
  - a. Eligibility to Become Insured - Flight Attendants in active service.
  - b. Amount of Insurance - \$10,000 per Flight Attendant for death or dismemberment (loss of both hands, feet or eyes or any two thereof) or one-half of such amount for loss of one hand, foot or eye.

- c. Covered Hazards - Accidental bodily injury (occupational or non-occupational) resulting in death or dismemberment directly and independently of other causes within ninety (90) days of the accident, except while acting as a pilot or crew member of an aircraft (other than while acting in such capacity for the Company). The standard exclusions pertaining to suicide, self-inflicted injury, war, infection or disease apply.
  - d. Continuation of Insurance - Coverage will continue for a Flight Attendant so long as the Flight Attendant is in active service or receiving sick leave pay.
4. Flight Attendants will be provided life insurance on the Flight Attendant's spouse and unmarried children to age 22 as follows:
- \$3,500 spouse's life insurance
  - \$1,500 child's life insurance (\$1,000 if under 6 months)
5. Group Universal Life Insurance (GUL)

The Company shall continue to offer the GUL benefit to eligible Flight Attendants. The monthly salary on which such benefit will be based is the Flight Attendant's base pay rate for seventy-five (75) hours for Flight Attendants based at an International domicile and eighty-two (82) hours per month for a Flight Attendant based at a Domestic domicile. A Domestic domicile will be any domicile that has Domestic flying only or one that has both Domestic and International flying. An International domicile will be one that has International flying only.

6. Retiree Life Insurance – effective for Flight Attendants who retire on or after July 1, 2003.

Eligibility: A Flight Attendant (and her/his eligible dependents and survivors) will be eligible for retiree life benefits if the Flight Attendant, at retirement, meets the following:

- a. Age fifty-five (55) or older with ten (10) or more years of service, or
- b. On May 1, 2003 was age fifty (50) or older with ten (10) or more years of service, and
- c. In both cases above, retires from active status, voluntary furlough or Medical Leave of Absence.

For these purposes a Flight Attendant's "years of service" is equal to the period from the Flight Attendant's company seniority date through the Flight Attendant's retirement date.

Benefit Amount: \$10,000

G. Long Term Care Insurance

The Company agrees to offer Long Term Care Insurance to Flight Attendants on an employee paid basis through payroll deductions.

ATTACHMENT A

Preventive Health Care and Immunization Guide for Children Birth - 18 Years

Preventive Services	Birth to 1 Year	1 thru 4 Years	5 thru 12 Years	13 thru 18 Years
Schedule of Office Preventive Visits	<ul style="list-style-type: none"><li>• Within first 2 weeks</li><li>• 2 months</li><li>• 4 months</li><li>• Between 6-9 months</li></ul>	<ul style="list-style-type: none"><li>• 15 months</li><li>• 2 years</li><li>• Once between 3-4 years</li></ul>	<ul style="list-style-type: none"><li>• 5 years</li><li>• Once between 7-9 years</li><li>• 12 years</li></ul>	<ul style="list-style-type: none"><li>• Once between 13-18 years</li></ul>
Components of Preventive Visits	<ul style="list-style-type: none"><li>• Physical &amp; medical history</li><li>• Height &amp; weight</li><li>• Head circumference</li><li>• Ocular prophylaxis (typically given at birth)</li><li>• Hemoglobin blood test</li><li>• Preventive health counseling and education</li><li>• Dental health</li><li>• Subjective assessment of vision &amp; hearing</li><li>• Developmental screening</li><li>• Injury prevention</li></ul>	<ul style="list-style-type: none"><li>• Physical &amp; medical history</li><li>• Height &amp; weight</li><li>• Preventive health counseling and education</li><li>• Dental health</li><li>• Vision screen 3-4 years</li><li>• Subjective assessment of hearing</li><li>• Developmental screening</li><li>• Blood pressure</li><li>• Injury prevention</li></ul>	<ul style="list-style-type: none"><li>• Physical &amp; medical history</li><li>• Height &amp; weight</li><li>• Preventive health counseling and education</li><li>• Dental health</li><li>• Vision screen</li><li>• Hearing screen</li><li>• Blood pressure</li><li>• Injury prevention</li></ul>	<ul style="list-style-type: none"><li>• Physical &amp; medical history</li><li>• Height &amp; weight</li><li>• Preventive health counseling and education</li><li>• Dental health</li><li>• Blood pressure</li><li>• Injury Prevention</li></ul>

Preventive Visits for children from birth to age 18 do not include tests and lab work ordered by the physician except for a hemoglobin blood test (CPT Code 85022) for children from birth to age 1 as shown above. The covered expense for Preventive Visits is the Reasonable and Customary charge for the following CPT Codes and includes the components shown above.

Age	Birth to 1	99381 or 99391
	1 thru 5	99382 or 99392
	5 thru 12	99383 or 99393
	12 thru 17	99384 or 99394
	18	99385 or 99395



**Preventive Health Care and Immunization Guide for Children Birth -  
18 Years - continued**

Vaccine	Birth	2 Months	4 Months	6 Months	12 Months	15 thru 18 months	4 thru 6 Years	12 thru 16 Years
DtaP (Diphtheria, Tetanus, Acellular Pertussis) CPT Code 90700, 90721, or 90723 (all except 12 to 16)		X	X	X		X	X	Adult Td (Tetanus, Diphtheria) X CPT Code 90718
OPV (Oral Polio Vaccine) CPT Code 90712		X	X	6 to 15 months X			X	
Hib (Haemophilus influenza b) CPT Code 90645, 90646, 90647 or 90648		X	X	X	12 to 15 months X			
MMR (Measles, Mumps, Rubella) CPT Code 90707 or 90710					12 to 15 months X			Booster between 11 <sup>th</sup> to 12 <sup>th</sup> year X
Varicella (Chicken Pox) CPT Code 90716					12 to 18 months X			Booster between 11 <sup>th</sup> to 12 <sup>th</sup> year X
HV (Hepatitis B) CPT Code 90740, 90743, or 90744	X	2 to 4 months X		6 to 18 months X				X

**Preventive Health Care Guide for Adults**

<b>Preventive Services</b>	<b>Ages 19 thru 49</b>	<b>Ages 50 thru 54</b>	<b>Ages 55 and Over</b>
Adult physical examination **	Every 5 years	Every 2 years	1 per calendar year
Blood pressure check CPT Codes 99201 or 99211	Every 2 years	Every 2 years	1 per calendar year
Blood cholesterol (Total and HDL) CPT Code 83715, 83718 or 82465	Every 5 years	Every 2 years	1 per calendar year
Complete Blood Count (CBC) CPT Code 85025	Every 5 years	Every 2 years	1 per calendar year
Chemistry Panel CPT Code 80048	Every 5 years	Every 2 years	1 per calendar year
Hemoccult CPT Code 82270		Every year beginning at age 50	Every year
Flexible sigmoidoscopy or colonoscopy CPT Code 45330 or 45378		Every 5 years beginning at age 50	Every 5 years
Vision Screening CPT Code 99173			Every 1-2 years beginning at age 75
Tetanus-diphtheria (Td)vaccine CPT Code 90471, 90472, or 90718	Every 10 years	Every 10 years	Every 10 years
Influenza vaccine CPT Code 90657, 58, 59 or 60			1 per calendar year
Pneumococcal vaccine CPT Code 90732			Once after age 65
Rubella CPT Code 86762 or 90706	Once in lifetime	Once in lifetime	Once in lifetime

\*\*Adult Physical Exam does not include tests and lab work ordered by the physician unless the test or lab work is specifically listed above. The covered expense for an Adult Physical Exam is the Reasonable and Customary charge for the following CPT Codes and includes the customary services performed by a Physician in an adult physical examination, including but not limited to assessment and history and vision screening.

Ages 18 to 39 — 99385 or 99395  
 40 to 64 — 99386 or 99396  
 65 plus — 99387 or 99397

**SECTION 34**  
**RETIREMENT**

- A. Defined Contribution Program/401(k) Plan
1. The Company will establish and maintain a Flight Attendant Defined Contribution Program in the United Airlines Flight Attendant 401(k) Plan ("401(k) Plan"), subject to approval of the U.S. Treasury Department in the form of continuing qualification of the 401(k) Plan by the Internal Revenue Service. In the event the 401(k) Plan is not acceptable to the Internal Revenue Service, the Union and the Company agree to effect the revisions necessary to secure proper qualification. The Defined Contribution Program and the Flight Attendant Savings Plan ("Savings Plan") are part of the 401(k) Plan and collectively they shall be known as the 401(k) Plan.
    - a. A Flight Attendant may be ineligible to participate in the 401(k) Plan on a tax-deferred basis because it is established pursuant to the United States Internal Revenue Code. The Company will seek to establish similar tax deferred arrangements where it is economically and legally possible, in international locations where the Company has Flight Attendant domiciles. The Company shall be under no obligation to establish a tax deferred arrangement if it is impossible or impracticable to do so. The Company will establish the United Airlines UK Group Stakeholders Plan effective January 1, 2007.
    - b. Until alternative plans are established pursuant to paragraph a., above, or where they cannot be economically or legally established, the Company will make a cash payment to each ineligible Flight Attendant in an amount equal to the sum of the Direct Company Contribution and the maximum Company Matching Contribution the Company would have made to the Flight Attendant's account in the 401(k) Plan. Such cash payments will not be included for the purposes of determining the Flight Attendant's compensation under any employee benefit plan maintained by the Company.
  2. The Company agrees that the benefits provided to Flight Attendants in the Defined Contribution Program in the 401(k) Plan effective January 1, 2006 will not be reduced without the prior agreement of the Union.

**B. Plan Terms**

1. The Defined Contribution Program amendments to the 401(k) Plan shall become effective on January 1, 2006 and apply to Employees covered by the Flight Attendant Agreement. The Company shall establish a 401(k) Plan account in the 401(k) Plan for each eligible Flight Attendant who does not have a 401(k) Plan account.

2. Eligible Earnings

For purposes of calculating contributions pursuant to the Defined Contribution Program in the 401(k) Plan, Eligible Earnings shall include "Qualified Wages" as defined in Section 5.J.1. (Success Sharing – Performance Incentive Program). Eligible Earnings include payments made pursuant to 5.J.1. for that portion of the calendar year for which the employee was eligible to participate, but do not include expense reimbursement, profit sharing payments other than those provided in Section 5.J.1., imputed income, or other similar awards or allowances.

3. Eligibility

A Flight Attendant shall become eligible to participate in the 401(k) Plan after she/he is an Employee as defined in Section 2.J.

4. Vesting

- a. A Flight Attendant who was employed by the Company in any capacity on January 1, 2006 shall be one-hundred percent (100%) vested in all Company contributions to the 401(k) Plan.
- b. An individual who was not employed by the Company on January 1, 2006, and who is hired and placed on the System Seniority List after January 1, 2006, shall be subject to the following vesting schedule for the Direct Company Contribution and the Company Matching Contribution:

Less than one year of service	0%
1 year of service but less than 2	33%
2 years of service but less than 3	67%
3 years or more years of service	100%

- c. All service with the Company will be counted for purposes of vesting.

- d. If a Flight Attendant leaves the Company prior to being fully vested, the unvested portion of the Company Contributions will be forfeited. All forfeitures arising from non-vested Company Contributions will be used to reduce future Company Contributions to the Defined Contribution program in the 401(k) Plan.
5. Direct Company Contributions to the 401(k) Plan
- 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.
  - b. The Direct Company Contribution will be made each pay period.
  - c. A Flight Attendant will not be required to contribute to her/his 401(k) Plan account to receive the Direct Company Contribution.
  - d. A Flight Attendant who is on an authorized leave of absence for Union business who is otherwise eligible to be a participant in the Defined Contribution Program in the 401(k) Plan and receives Eligible Earnings while on such leave will receive the Direct Company and Matching Contributions.
6. Employee Deferral Contributions to the 401(k) Plan

In addition to the Direct Company Contribution, a Flight Attendant may make contributions to her/his 401(k) Plan account on the following pre-tax basis:

- a. Automatic Deferral. Effective July 1, 2006, the 401(k) Plan will provide for an automatic deferral election equal to one percent (1%) of Eligible Earnings for each Flight Attendant who has not made a specific deferral election. Each Flight Attendant will have the right, at least forty-five (45) days before the effective date of the automatic deferral election, to elect to opt out of this automatic deferral. A Flight Attendant who opts out of making contributions to her/his account will not have any Eligible Earnings deferred into the 401(k) Plan. A Flight Attendant may change or revoke an automatic deferral election at any time and from time to time.
- b. Maximum Contribution. A Flight Attendant may make contributions to her/his 401(k) Plan account on a pre-tax basis to the maximum allowed by the Internal Revenue Code.

#### 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.

a. Effective July 1, 2006, a Flight Attendant must defer to her/his account in the 401(k) Plan in order to receive the Company's Matching Contribution. A Flight Attendant who opts out of making contributions to her/his account in the 401(k) Plan will not receive the Company Matching Contribution.

b. The Company Matching Contribution will be made each pay period.

#### 8. Flight Attendant earnings for the purpose of insurance, etc. shall mean total earnings before Employee Deferral Contributions and shall exclude all Company Direct and Matching Contributions to the 401(k) Plan.

#### 9. Expenses of Plan

The Company will continue to pay the expenses of the Plan to the same extent as provided under the prior Savings Plan and the 401(k) Plan.

#### 10. Withdrawals

a. A Flight Attendant, while considered an employee of the Company, will be allowed to withdraw employee contributions made on a pre-tax basis only if the Flight Attendant is at least age 59 1/2 or for a financial hardship. A financial hardship is determined according to the requirements of the Internal Revenue Code and applicable regulations.

b. A Flight Attendant will be allowed to withdraw employee contributions made on a post-tax basis as permitted by the Internal Revenue Code and applicable regulations.

c. A Flight Attendant, while considered an employee of the Company, will be allowed to withdraw vested Company Matching Contributions and vested Direct Company Contributions only if the

Flight Attendant is fully vested in such contributions and is at least age 59 1/2 or for a financial hardship. A financial hardship is determined according to the requirements of Internal Revenue Code and applicable regulations.

#### 11. Investment of Accounts

The Company will meet annually to confer with the AFA-CWA about investment options in the 401(k) Plan and review investment performance and Flight Attendant participation.

- a. AFA-CWA may at its discretion exercise veto power over the selection of any fund it deems inappropriate for Flight Attendant investment.
- b. Participants will have the opportunity to self-direct their 401(k) Plan accounts.
- c. Participants will be able to file an election on a daily basis to reallocate their existing balances and future contributions among the various investment options offered under the 401(k) Plan. Participants may elect a different allocation among the various investment options for each contribution source in their account (i.e., Employee Deferral Contributions, Company Direct Contributions, Company Matching Contributions, prior Savings Plan Contributions, etc.).
- d. The Company will offer to Flight Attendants the same investment options that are contained in the 401(k) Plan(s) for salaried, management and IAM represented employees.

#### 12. Loan Feature.

The 401(k) Plan will maintain a loan feature. The Flight Attendant's account balance will be charged an administrative fee, consistent with the Ground Employees Plan and the Management and Administrative Plan when the Flight Attendant applies for a loan.

#### 13. Quarterly Statements

Quarterly statements shall be provided to 401(k) Plan participants within sixty (60) days from the end of the quarter.

#### 14. Documentation

The Company will provide the MEC President, or her/his designee, with the following documentation in a timely manner:

- a. Amendments to the 401(k) Plan that are filed by the Company with the Internal Revenue Service ("IRS"), a final draft of which shall be provided prior to being submitted to the IRS;
- b. The determination letter issued by the IRS; and
- c. A copy of the final 401(k) Plan document upon IRS approval of the Plan.

#### 15. Re-employment

If a Flight Attendant received a distribution of her/his entire vested balance after termination of employment, the non-vested portion will be forfeited. In such case, the forfeited amount (unadjusted for earnings) will be restored to the Flight Attendants account if re-employed within five (5) years and the Flight Attendant repays within five (5) years of re-employment, the amount previously distributed. The Company will contribute to the 401(k) Plan the amount necessary to restore the previously forfeited amounts to the Flight Attendant's account.

#### 16. Dispute Resolution

A grievance filed by AFA-CWA alleging a violation of this Section of the Collectively Bargaining Agreement shall, at the request of either party, bypass the initial steps of the grievance process and shall be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard by a System Board of Adjustment no later than thirty (30) days following the submission to the System Board and decided no later than thirty (30) days after the conclusion of such hearing, unless the parties agree otherwise in writing. This paragraph shall not apply to disputes covered by the Retirement Board established in this Section of the Flight Attendant Collective Bargaining Agreement.

#### C. United Air Lines, Inc. Flight Attendant Retirement Board

1. There shall be established a Retirement Board for the purpose of hearing and determining all disputes between the Company and its Flight Attendant employees, retirees, and their beneficiaries, which



may arise under the terms of the Flight Attendant 401(k) Plan and similar programs or payments made outside the United States in accordance with Paragraphs A.1.a. and b. of this Section (which shall be collectively referred to herein as the "Retirement Programs") concerning participation in or claims for benefits under the Retirement Programs, including hardship withdrawals, provided, however, that the Company shall have exclusive authority to select, appoint, replace, deal with, and direct trustees, insurance companies, investment managers, actuaries, and any other entities involved with the Retirement Programs. The Retirement Board shall be constituted as follows:

- a. The Retirement Board shall consist of four members, two of whom shall be selected by the Company and two of whom shall be selected by the Union. The Company shall establish its own rules for the selection of the members of the Retirement Board to be selected by it, and the Union shall likewise establish its own rules for the selection of the members of the Retirement Board to be selected by it. The Company shall also select one alternate member who may act for either of the two members of the Retirement Board appointed by the Company in the event of absence, or inability to act, of one of such members, and the Union shall likewise select one alternate member who may act for either of the two members of the Retirement Board appointed by the Union in the event of absence, or inability to act, of one of such members. Either the Company or the Union at any time may remove a member appointed by it and may select a member to fill any vacancy among the members selected by it. Both the Company and the Union shall, in writing, notify each other respectively concerning such selections, which shall continue until further written notice.
- b. The Retirement Board members may, at the expense of the party appointing them, utilize outside consultants, and such consultants may be present at any meeting or hearing of the Retirement Board held in accordance with this subsection and will have access to all data necessary and pertinent to such meeting.
- c. Three members of the Retirement Board shall constitute a quorum for the transaction of business. At all Retirement Board meetings, Company members present shall be entitled to one vote each, and Union members present shall be entitled to one vote each. If at any such meeting two Company members are not present, the

Company member present may cast two votes, and if two Union members are not present, the Union member present may cast two votes.

- d. The Retirement Board shall have the authority to establish rules for the conduct of business or hearings before it, and to appoint subcommittees from among the members of the Retirement Board to handle any problem within the jurisdiction of the Retirement Board. Such subcommittee shall report conclusively to the Retirement Board.
- e. The compensation, travel, and other reasonable living expenses, if any, of members of the Retirement Board selected by the Company shall be paid by the Company. The compensation, travel, and other reasonable living expenses, if any, of members of the Retirement Board selected by the Union shall be paid by the Union.
- f. Any party to a dispute to be heard by the Retirement Board may submit written facts or arguments and may request an oral hearing.
- g. The Board will notify in writing any Retirement Programs Participant or Beneficiary whose claim has come before the Board of its decision within thirty (30) days after the submission of written arguments or the conclusion of an oral hearing.
- h. Once a participant or a beneficiary receives a denial of a claim or hardship withdrawal, a claimant will have sixty (60) days to appeal the decision to the Retirement Board.
- i. All decisions and actions taken by the Retirement Board shall be by the affirmative vote or agreement of not less than three (3) members. Such affirmative vote or agreement shall be in writing if given other than during a meeting of the Retirement Board. All decisions of the Retirement Board shall be final and binding upon the Company, the Union, and any other person having an interest in, under or derived from the Retirement Programs, including the trustee, to the extent permitted by law. No ruling or decision of the Retirement Board in one case shall create a basis for a retroactive adjustment in any prior case.
- j. If the Retirement Board shall fail to agree on any matter of dispute

coming before it, it shall within ten (10) days from the date of such failure to agree, designate an Impartial Referee with knowledge of defined contribution retirement plan(s). If the Retirement Board does not agree upon the selection of an Impartial Referee within such ten (10) day period, then either the Company or the Union may apply to the National Mediation Board for the designation by such Mediation Board of an Impartial Referee. The matter or dispute shall be submitted to the Retirement Board sitting with the Impartial Referee who shall act as Chairperson during the proceedings pertaining to such matter. Such Impartial Referee shall have one vote. Three affirmative votes shall be required to render a decision or determination on matters coming before the Retirement Board sitting together with the Impartial Referee. The Retirement Board will not have jurisdiction or power to add to or subtract from the Retirement Programs or any amendments thereto.

- k. The compensation and expenses of the Impartial Referee and expense incident to the conduct of proceedings coming before the Retirement Board shall be shared equally between the Company and the Union.
  - l. The Retirement Board shall keep a record of all its proceedings and shall keep, or cause to be kept, all such books, accounts, records or other data as may be necessary or advisable in its judgment.
  - m. Meetings of the Retirement Board may be called by mutual agreement of the members at any time without notice or by any two members of the Retirement Board upon thirty (30) days' notice to the other members of the Retirement Board. Such meetings shall be conducted at the Company's Office unless otherwise agreed to by the members of the Retirement Board.
2. Powers of Retirement Board

The Retirement Board shall have jurisdiction over disputes between the Company and its Flight Attendant employees, retirees, and their beneficiaries which may arise under the terms of the Flight Attendant Retirement Programs concerning participation in or claims for benefits under the Retirement Programs, including hardship withdrawals, provided, however, the Company shall have exclusive authority to

select, appoint, replace, deal with and direct trustees, insurance companies, investment managers, actuaries and any other entities involved with the Retirement Programs. All decisions of the Retirement Board shall be final and binding upon the Company, the Union and any other person having an interest in, under or derived from the Retirement Programs, including the trustee, to the extent permitted by law. The Board shall have no power to add to or subtract from or modify any of the terms of the Retirement Programs. The Retirement Board shall have the power to establish rules of procedure for the conduct of its business and of hearings before it, which rules shall not be inconsistent with the provisions of this Subsection C.

3. Review Functions

The Retirement Board shall have the right to review the following in connection with the Flight Attendant Retirement Programs:

- a. All data that is necessary and pertinent to the claim being considered by the Retirement Board; and
- b. Such other data as is necessary and pertinent to the discharge of the duties of the Retirement Board as described herein.

4. Liability

The Retirement Board and any members thereof shall be entitled to rely upon the correctness of any information furnished by the Company and the Union. Neither the Retirement Board nor any of its members, nor the Union, nor any officers or other representatives of the Union, nor the Company, nor any Officers or other representative of the Company, shall be liable because of any act or failure to act on the part of the Retirement Board, or any of its members, except that nothing herein shall be deemed to relieve any such individual from liability for her/his own fraud or bad faith.

5. Indemnity

The Company as to employer members and alternate employer members of the Retirement Board; the Union as to employee members and alternate employee members of the Retirement Board; shall indemnify, save and hold harmless such members, respectively, from any and all loss, costs, damage or expense which such members or any of them may incur or sustain, arising out of the discharge of the

responsibilities under the Retirement Programs of the Retirement Board, except to the extent that the same shall result from the gross negligence or willful misconduct upon the part of such member or members.

**SECTION 35****DURATION**

- A. This Agreement shall cancel all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and similar related documents executed between the Union and the Company prior to the signing of this Agreement with the exception of the following Letters of Agreement and Understanding.

<u>Page</u>	<u>Subject</u>	<u>Date</u>
248	"A" Scale Pay Protection	09/24/91
250	AFA Staff Travel	09/24/91
251	<u>Attendance Points</u>	<u>02/28/12</u>
252	Benefit Plan Modifications	01/07/05
253	CJA Re-Opener	10/02/97
254	Commuter Policy	10/02/97
256	Commuter/Personal Emergency	05/01/03
259	CRAF	<u>02/28/12</u>
265	<u>Cross Over Hiring</u>	<u>02/28/12</u>
272	Delhi	10/02/97
274	Donation Check-Off Procedures	06/10/03
278	Duty Free Commission	10/02/97
279	Duty Free Employee Discount	11/01/05
280	<u>Early Out</u>	<u>02/28/12</u>
283	Economic Stabilization Guidelines	02/25/76
286	Exchange Rates	<u>02/28/12</u>
287	First Right of Hire	10/02/97
288	Foreign Nationals	03/14/86
291	International Flying Distribution	10/02/97
292	<u>Jetway Trade Expansion</u>	<u>02/28/12</u>
293	Low Cost Operation	05/01/03
296	Non-U.S. Tax Deferral	01/07/06
297	Onboard Research	10/02/97
298	Operation Sideletter-Separate Operations	10/20/97
301	Paycheck Mailing	09/24/91
302	Preferential Bidding System	01/07/05
305	<u>Protection Against Involuntary Furlough</u>	<u>02/28/12</u>
306	Recognition of Intl Domicile Issues	10/02/97
308	Reserve 0500 Re-Opener	10/02/97
309	Reserve Pagors	10/02/97
310	<u>Reserve Preferencing</u>	<u>02/28/12</u>

317	Resignation Special Pass Benefit	05/01/03
318	Retirement-Annual Passes Retired	09/24/91
319	<u>Roth 401(k)</u>	<u>02/28/12</u>
320	Safe Airlines	10/02/97
321	Scope Agreement	03/14/86
323	747 Dumbwaiter	01/09/78
324	<u>Signing Bonus</u>	<u>02/28/12</u>
325	Special Assignment Calculation	10/02/97
326	Taking Tickets Off Aircraft	03/15/84
327	Training Jumbo Qualification	02/28/73
329	Uniform Stripes	05/01/03
330	Wage Garnishment	05/01/03
331	Waiver of Transit Time	10/02/97
332	<u>Workers' Compensation Statements</u>	<u>02/28/12</u>

- B. This Agreement shall become effective February 28, 2012 and shall continue in full force and effect without modification until February 28, 2016, at which date this Agreement shall renew itself in its entirety and annually on each succeeding February 28 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 28th day of February, 2012.

WITNESS:

FOR UNITED AIR LINES, INC.:

/s/ John Nelson  
John Nelson

/s/ Sam Risoli  
Sam Risoli  
Senior Vice President - Inflight

/s/ Mark Kilayko  
Mark Kilayko

/s/ P. Douglas McKeen  
P. Douglas McKeen  
Senior Vice President - Labor Relations

/s/ Pamela Wilson  
Pamela Wilson

/s/ David Hammon  
David Hammon

/s/ John Perkioniemi  
John Perkioniemi

WITNESS:

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

/s/ Jean-Jacques Kande  
Jean-Jacques Kande

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA

/s/ Shirley A. Barber  
/Shirley A. Barber

/s/ Ken Diaz  
Ken Diaz

/s/ Veda Shook  
Veda Shook, International President  
Association of Flight Attendants-CWA



September 24, 1991

Ms. V. Diane Robertson, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Schafer Court, Suite 740  
Rosemont, IL 60018

Dear Ms. Robertson:

This will confirm our understanding that Flight Attendants will receive the applicable "A scale" years one through five pay as attached hereto subject to the increases agreed to in the 1987 - 1996 Agreement, as follows:

- a. Flight Attendants hired prior to March 14, 1984, but who may fall in the first through fifth years of pay.
- b. Flight Attendants hired after March 14, 1984, who are in the first through fifth years of pay while in the performance of CRAF flights.
- c. Flight Attendants hired after March 14, 1984, who are in the first through fifth years of pay, who become disabled pursuant to Section 13.F. (Permanent Disability Other Than Total).

Sincerely,

/s/ John R. Samolis

John R. Samolis  
Vice President  
Employee Relations

**“A SCALE” PROTECTION****DOMESTIC PAY**

	<u>09/01/91</u>	<u>03/01/93</u>	<u>09/01/94</u>	<u>07/01/95</u>
1st 6 mos	\$1,330	\$1,384	\$1,439	\$1,496
2nd 6 mos	\$1,431	\$1,488	\$1,548	\$1,610
2nd year	\$1,535	\$1,596	\$1,660	\$1,727
3rd year	\$1,645	\$1,711	\$1,780	\$1,851
4th year	\$1,720	\$1,789	\$1,861	\$1,935
5th year	\$1,836	\$1,910	\$1,986	\$2,066

	<u>09/01/91</u>	<u>03/01/93</u>	<u>09/01/94</u>	<u>07/01/95</u>
1st 6 mos	\$20.47	\$21.29	\$22.14	\$23.02
2nd 6 mos	\$22.02	\$22.90	\$23.81	\$24.77
2nd year	\$23.62	\$24.56	\$25.54	\$26.57
3rd year	\$25.31	\$26.33	\$27.38	\$28.47
4th year	\$26.47	\$27.53	\$28.63	\$29.77
5th year	\$28.25	\$29.38	\$30.55	\$31.78

**INTERNATIONAL PAY**

	<u>09/01/91</u>	<u>03/01/93</u>	<u>09/01/94</u>	<u>07/01/95</u>
1st 6 mos	\$1,543	\$1,605	\$1,669	\$1,736
2nd 6 mos	\$1,646	\$1,712	\$1,780	\$1,852
2nd year	\$1,746	\$1,816	\$1,888	\$1,964
3rd year	\$1,850	\$1,924	\$2,001	\$2,081
4th year	\$1,932	\$2,010	\$2,090	\$2,174
5th year	\$2,050	\$2,132	\$2,217	\$2,306

	<u>09/01/91</u>	<u>03/01/93</u>	<u>09/01/94</u>	<u>07/01/95</u>
1st 6 mos	\$23.74	\$24.69	\$25.68	\$26.71
2nd 6 mos	\$25.32	\$26.34	\$27.39	\$28.49
2nd year	\$26.86	\$27.93	\$29.05	\$30.21
3rd year	\$28.46	\$29.60	\$30.78	\$32.01
4th year	\$29.73	\$30.92	\$32.16	\$33.45
5th year	\$31.54	\$32.80	\$34.11	\$35.47

September 24, 1991

Ms. V. Diane Robertson, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 740  
Rosemont, IL 60018

Dear Ms. Robertson:

This confirms the Company's commitment concerning transportation for union staff which is being extended as a professional courtesy. The MEC President will be issued six (6) free NRPS BP-3 industry tickets per year to be used by AFA employees when traveling on union business related to United Airlines.

The Vice President-Inflight Service or the Director Employee Relations-Inflight may provide additional tickets to the extent deemed appropriate by such officials.

Sincerely,

/s/ John R. Samolis

John R. Samolis  
Vice President  
Employee Relations

February 28, 2012

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

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

January 7, 2005

Mr. Gregory E. Davidowitch, President  
UA/AFA Master Executive Council  
Association of Flight Attendants  
1 O'Hare Center  
6250 North River Road, Suite 4020  
Rosemont, IL 60018

Dear Greg:

The Company will provide the Association an opportunity to discuss and comment on any proposed amendment to any provision of the 401(k) Plan, which includes the Savings Plan and Defined Contribution Program, or a Medical/Dental Benefit Plan at least thirty (30) days prior to implementation. The Company will consider and act in good faith on any such comments. If after proper notice by the Company, the Association objects to a proposed Plan amendment other than one which affects benefits, the parties retain all of their present rights and arguments under the Agreement and Plans concerning the Company's ability to implement such an amendment without approval of the Association.

The Company shall not amend any provision of the 401(k) Plan, which includes the Savings Plan and Defined Contribution Program, or the Medical/Dental Benefit Plans which affects benefits without the prior written consent of the Association. This provision is without prejudice to any other rights of the Association concerning other amendments to a Plan.

Any dispute concerning any proposed or actual Plan amendment will be directly submitted to the System Board or Retirement Board, as applicable, to be determined within sixty (60) days of the submission.

Sincerely,

/s/ Peter B. Kain

Peter B. Kain

Vice President - Labor Relations

October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

As the result of discussions leading to the 1996-2001 and 2001-2006 Agreement, it is agreed by the parties that neither the Company nor the Union shall file a Section 6 notice to amend Section 4.R.2. to expand authorization of Cabin Jumpseat to other than United Airlines employees during the term of the next two (2) contracts.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

This letter will confirm the agreement between the Company and the Union during the course of negotiations, that the unique problems of our commuting Flight Attendants will be dealt with under a general set of guidelines.

The following sets forth the rules concerning Flight Attendants that live in other cities and commute to their work assignments:

1. When traveling to her/his assignment, the Flight Attendant shall exercise prudent judgment, including awareness of weather and other factors affecting travel, so as to allow adequate time for completion of all pre-flight activities associated with the scheduled assignment. Specifically, if commuting by air, the Flight Attendant must have a minimum of a primary and secondary flight (on and/or off line), both of which are scheduled to arrive prior to report time and the initial scheduled flight.
2. If, for any reason, the Flight Attendant is unable to commute via the primary flight, the Flight Attendant will inform Onboard Scheduling as soon as possible that she/he is planning to utilize the secondary flight. The contact should be as detailed as possible, so Onboard Scheduling has as complete a picture of the situation as is practical. If, for any reason, the Flight Attendant is unable to commute via the secondary flight, she/he will inform Onboard Scheduling as soon as possible that she/he is unable to cover her/his assignment.
3. When Onboard Scheduling is informed by a Flight Attendant that the ability to cover an assignment is in question, Onboard Scheduling will determine the appropriate action to ensure schedule integrity. If the decision is made to cover the assignment with another Flight Attendant, Onboard Scheduling will inform the originally scheduled Flight Attendant of the planned action and also determine if, where, when and how Onboard Scheduling will utilize the originally scheduled Flight Attendant.

4. Onboard Scheduling or Onboard management may authorize higher priority Jumpseat or must-ride authority, including off line, if necessary to maintain schedule integrity.
5. If Onboard Scheduling is unable to utilize the Flight Attendant for her/his scheduled flight and is unable to utilize her/him on another flight, she/he will be placed on DNF status.
6. Managers and Onboard Service Supervisors will manage these commuting issues with reasonableness and fairness.

Sincerely,

/s/ Sara Fields

Sara Fields

Senior Vice President

Onboard Service



May 1, 2003

Mr. Gregory E. Davidowitch, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Davidowitch,

During the negotiations between the Company and the Association leading to the Restructuring Agreement, dated May 1, 2003, the Company and the Union discussed the Company's policies regarding Flight Attendant dependability infractions. Please be advised that I have distributed to Onboard Service management personnel the following clarifications and guidelines to the Company's Prudent Commuter Policy and the Personal Emergency Policy.

The Personal Emergency Policy will be communicated to Flight Attendants system-wide.

Sincerely,

/s/ Charles L. Ahmes

Charles L. Ahmes  
Managing Director  
Onboard Service

## **To Onboard Service Management Personnel**

### Prudent Commuter Policy Clarification

This letter provides clarification to the Prudent Commuter Sideletter in the AFA Agreement as follows:

Flight Attendants who encounter unexpected circumstances or conditions that cause them to miss a schedule obligation should immediately advise Onboard Scheduling. The Flight Attendant will then be contacted by a supervisor who will evaluate the situation based on:

1. The steps the Flight Attendant took to ensure schedule integrity.
2. How much control the Flight Attendant had over the circumstances or conditions.
3. Whether circumstances or conditions were unusual and extraordinary versus predictable situations.
4. How and when Onboard Scheduling was advised.

## **To Onboard Service Management Personnel**

### Personal Emergency Absences Policy Guidelines

A personal emergency is an unplanned event, which is impossible to anticipate and would reasonably prevent an employee from reporting to work. When discussing or investigating personal emergency absences to determine if they should be excused, the following should be considered:

- How much control did the Flight Attendant have over the circumstances which gave rise to the absence?
- Was the absence appropriate to the situation? (i.e., would you or any reasonable person have missed work under the same circumstances?)
- Could the Flight Attendant have made advance arrangements to avoid the absence? (e.g., back-up child care, schedule trade, ANP/PTO/DAT; alternative transportation, etc.)
- Is it likely that such absences will continue as a result of the Flight Attendant's personal situation? Would a leave of absence and/or a referral to EAP be appropriate?

If the absence has been determined to be an excused personal emergency:

- The absence and the reason for it are recorded in the Flight Attendant's Work History.
- The incident and any reference to it are not included in future counseling, initial discussions or any discipline.
- Emergency time off due to death in the immediate family (Section 4T of the Agreement and Series 15.7.5) is excused and without loss of pay for up to three consecutive days. Such absences are not included in counseling, initial discussions or discipline for dependability.

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

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of UNITED AIRLINES, INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as the "Union").

**WITNESSETH:**

WHEREAS, the Company and Union desire to supplement their Employment Agreement signed December 3, 1997, (hereinafter referred to as the "Agreement") including amendment of the Civil Reserve Air Fleet (CRAF) Letter of Agreement thereof, by providing certain rates of compensation, rules and working conditions with respect to the Company's CRAF Operation.

NOW, THEREFORE, it is hereby mutually agreed and understood by and between the parties of this Letter of Agreement that the rates of compensation, rules and working conditions stipulated herein shall be in full force and effect on the Company's Civil Reserve Air Fleet Operation; and further provided that all provisions of the Agreement, except as specifically modified or excepted by this Letter of Agreement, shall be applicable also to the Company's Civil Reserve Air Fleet Operation.

**1. CRAF OPERATION**

The term "CRAF Operation" for the purpose of this Letter of Agreement means all flight operations conducted in accordance with the agreement between United Air Lines and the Department of Defense but shall not

include the Company's certificated service or commercial charter service of any other government operation.

2. CRAF LIST

- a. A System CRAF volunteer list will be bid and awarded and will be the recognized CRAF list until replaced as the result of any later system bid.
- b. The size of the active CRAF list will be determined by the Company after consultation with the Union.
- c. If there are insufficient volunteers for the list the Company may assign Flight Attendants in inverse order of system seniority.
- d. Language qualified positions will not be assigned to CRAF IDs.
- e. The purser position will be filled according to paragraph 3.a. below, Flight Assignments, from the CRAF list, rather than purser qualification. If Purser Qualified Flight Attendants are assigned to the ID in the normal assignment process they will assume the Qualified Purser Position(s) on the ID in seniority order among qualified Pursers.
- f. The Company shall facilitate the procurement of the appropriate security clearances and restricted area identification, including, but not limited to the Geneva Convention Identity Card (DD Form 489) as required by the appropriate Government authority for all Flight Attendants awarded a CRAF bid. Flight Attendants shall be provided any necessary intelligence/safe-passage briefings prior to operating any applicable CRAF trip.

3. FLIGHT ASSIGNMENTS

- a. After establishing the active CRAF list, ID assignments will initially be made on the basis of seniority and availability. Thereafter, assignments will be made on a FIFO availability basis.
- b. Before bypassing a Flight Attendant, the Company will make;
  - 1) Two (2) calls to the Flight Attendant's permanent or alternate number within a ten (10) hour period for assignments more than seventy-two (72) hours in advance; or
  - 2) Two (2) calls within a five (5) hour period for assignments seventy-two (72) hours or less in advance.

- c. A Flight Attendant may refuse no more than one (1) CRAF assignment in a calendar quarter (Section 2.A.). A second refusal in a quarter will result in the Flight Attendant's removal from the CRAF list.
- d. A Flight Attendant may remove her/his name from the System CRAF list with thirty (30) days written notice to the Company.
- e. The Company may draft in inverse seniority order from the active CRAF list if necessary to cover a CRAF ID. If insufficient coverage still exists, the Company may then draft in seniority order from the remainder of the CRAF volunteer list.
- f. The Company will provide NRPS must ride transportation on the Company's system to position a Flight Attendant to and from the originating point of a CRAF ID. Pay and expenses will be based on required check-in to debriefing for the ID, except that the Company will provide a hotel before and/or after an ID where legality rules would require for Flight Attendants not assigned to the domicile from which the ID originates.
- g. When covering multiple IDs on a daily basis, the Company may assign Flight Attendants from the active list in a manner which will minimize positioning.
- h. The provisions concerning contacting Flight Attendants during legal rest periods contained on page 49 of the Agreement will apply except in emergencies.

#### 4. FLIGHT TIME AND LEGALITIES

Section 12.G., J., K., L., M., and N. will apply to Flight Attendants assigned a CRAF ID.

#### 5. LINE GUARANTEE

- a. In the application of Section 8.J. and 12.I. of the Agreement, when assigned a CRAF ID, the monthly guarantee for a Lineholder will reflect the greater value of the CRAF ID flown or the scheduled ID(s) necessary to be dropped.
- b. If a CRAF ID cancels prior to the departure of its first segment, a Lineholder Flight Attendant will cover any ID(s) she/he dropped in order to fly the CRAF ID. If the dropped ID(s) is no longer available, the Lineholder will be subject to 8.J. or 12.I. reassignment(s) as applicable.

6. EXPENSES

- a. Flight Attendants on the CRAF operation will receive expenses per Section 6.A.1.b. of the Agreement.
- b. Crew meals and drinking water will be provided on all international segments. Meals will not be used to reduce the hourly expense allowances and will be at least equal in quality as those provided for passengers, or for pilots where there are no passengers.
- c. When meals, lodging, or transportation are not provided by the Company, Flight Attendants on the CRAF Operation shall be reimbursed for such expenses in accordance with Section 6 of the Agreement.

7. COMPENSATION

Flight Attendants assigned to a CRAF ID shall be paid rates of compensation as stipulated in Section 5.A.2. of the Basic Agreement. In addition, Flight Attendants will receive a premium of two dollars and twenty-five cents (\$2.25) per hour for all CRAF IDs except for those IDs flown wholly within the United States.

8. VACATION

- a. Flight Attendants on the CRAF list will maintain their current vacation schedule and at their current rates of pay.
- b. A Flight Attendant who flies one (1) or more CRAF IDs covering sixteen (16) or more days in a given month will receive credit for an additional two and one-half (2-1/2) vacation days for each such month to be taken the following year. Days off between consecutive CRAF trips will count as assigned CRAF days for this purpose.

9. INSURANCE

A Flight Attendant assigned to a CRAF ID will be covered by the insurance and pay continuation benefits prescribed under Section 13.D., E., F., G., H. and I. of the Agreement. In addition, except as modified by this paragraph, such Flight Attendant shall continue to be covered by the Company's Group Insurance program.

10. ESSENTIAL OPERATIONS

Flight Attendants will continue to fly any CRAF flight deemed essential to the national defense, provided such flights are solely military in nature and carry cargo composed entirely of military requirements even though, at the time such military flights are necessary, the Flight Attendants have for any reason withdrawn from regular air line service.

- a. To assure the movement of a particular flight under such circumstances, the Union will require certification by an appropriate Company official designated by the Company that such flight is in accordance with the specifications set forth in this Paragraph 10. This certification shall be provided prior to movement of the flight where feasible, or, where not feasible, promptly thereafter.
- b. Flight Attendants who fly such military traffic will not lose any benefits accruing to other Flight Attendants which they would otherwise have received upon settlement of an unresolved labor dispute.

11. GENERAL

The Company agrees to meet with the Union to resolve unanticipated issues as may arise during the CRAF operation. Such discussions will include the Vice President Labor Relations if requested by the Union.

12. DURATION

This Letter of Agreement shall remain in full force and effect concurrently with the 2012 - 2016 Collective Bargaining Agreement.

13. CRAF OPERATION – BEGINNING FEBRUARY 2003

In addition to the above, the following exceptions will apply to the CRAF operation beginning in February 2003, until the U.S. Government deactivates the operation.

a. MAXIMUM DUTY TIME

The maximum scheduled and actual duty times of Section 12.L. will be extended as necessary up to the FAR duty time maximums.



b. ON BOARD REST

A Flight Attendant will be provided at least two (2) hours on board rest for any combination of flight segments in a duty period which exceed the Section 12.L. maximums.

c. STAFFING

The minimum working crew will be increased for any combination of working flight segments in a duty period which exceed the Section 12.L. maximums as follows:

B747-400 - twelve (12) Flight Attendants

B777 - ten (10) Flight Attendants

B767 - seven (7) Flight Attendants

Staffing levels will be augmented above FAA minimums in accordance with FARs based on the scheduled duty time.

d. PER DIEM

In addition to the expenses provided in paragraph 6 above, per diem will be provided from the Flight Attendant's home domicile until the Flight Attendant returns to the home domicile for all positioning segments for CRAF IDs involved in the 2003 CRAF Operation.

e. REST FOLLOWING CONCLUSION OF ID

Forty-eight (48) hours minimum rest will be provided at the conclusion of a CRAF ID returning from outside the United States.

IN WITNESS WHEREOF, the parties hereto have signed this LETTER OF AGREEMENT this 28th day of February, 2012.

FOR UNITED AIR LINES, INC.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA

/s/ John Nelson  
John Nelson  
Managing Director Labor Relations  
Inflight Services

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA

**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**

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**CROSS OVER HIRING**

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THIS LETTER OF AGREEMENT, dated February 28, 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 OVER 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. Crossovers 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 no 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 preferred 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 (7th) 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 eleventh (11th) 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 Company 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 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 28th day of February, 2012.

United Airlines, Inc.

United Airlines, Inc.

/s/ P. Douglas McKeen  
P. Douglas McKeen  
Senior Vice President,  
Labor Relations

/s/ Sam Risoli  
Sam Risoli  
Senior Vice President Inflight

Dated: February 28, 2012

Dated: February 28, 2012

Association of Flight Attendants-CWA

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA  
February 28, 2012

## EXHIBITS to CROSS-OVER LETTER OF AGREEMENT

<u>2012 Continental Pay Rates</u>		<u>Continental Vacation Accrual</u>		
1st 6 mos.	\$20.49	Completed	Base Vacation	Vacation Plus
2nd 6 mos.	\$20.49	<u>Yrs Service</u>	<u>Accrual</u>	<u>Optional FLEX</u>
2nd year	\$23.93	1 – 4	7 Days	14 Days
3rd year	\$25.28	5 – 9	14 Days	21 Days
4th year	\$27.26	10 – 17	21 Days	28 Days
5th year	\$29.25	18 – 24	28 Days	35 Days
6th year	\$33.94	25 – 29	35 Days	42 Days
7th year	\$36.06	30 and above	37 Days	44 Days
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			



October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

This letter will confirm the agreement reached during the course of discussions leading to the 1996 Agreement regarding flying to and from Delhi.

1. When a Flight Attendant is required to deadhead (either on or offline) to or from Delhi, they will be accommodated in accordance with the provisions of the Agreement.
2. Aircraft used on flights to, from, or within India will have a priority lavatory lock system (similar to the 747-400 system) installed within a reasonable period of time. Crew members will have priority use of this lavatory.
3. The layover hotel in Delhi will be selected by the Union from the Hyatt Regency or the Welcomgroup Maurya Sheraton. The Company will not change hotels as a result of a rate increase without providing the Union 60 days notice prior to the change. The parties will begin the process of obtaining another mutually acceptable hotel(s) to serve as an available backup, in the event the current hotel becomes unavailable. A crew lounge will be provided by the hotel for use by United crews. If technologically feasible, a Unimatic terminal will be provided at the hotel within a reasonable period of time and available to United crews.
4. European or North American bottled drinking water meeting U.S. Health Department standards for purity will be made available for Flight Attendants on their layover in Delhi. Bottled water will also be made available to Flight Attendants on flight segments operating to and from Delhi.
5. The Company will provide the names of English-speaking doctors and medical facilities which are available 24 hours a day. A priority will be placed on finding doctors and facilities which are convenient to the layover hotel and with whom arrangements can be made which will eliminate

the possibility that the Flight Attendant will be required to provide immediate payment for treatment; including arrangements which would require the Flight Attendant to later reimburse the Company for advancing payment on her/his behalf.

6. The Company will explore a corporate membership at a travelers or expatriate club which specializes in English-speaking membership in Delhi for the purpose of providing Flight Attendants on layover with membership services. The Company is committed to providing this service if such services are available and can be acquired at a cost no greater than that paid by other international airlines that provide their crews with such services in Delhi.
7. This letter shall apply to any other destination in India.
8. The Company and the Association will meet and confer to determine if this agreement is applicable to any other international city with comparable living standards and conditions.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

**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, AFL-CIO**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines, Inc., (hereinafter referred to as the "Company") and the Flight Attendants in the service of United Airlines, Inc., as represented by the Association of Flight Attendants (hereinafter referred to as the "Union").

WITNESSETH:

It is mutually agreed:

- A. The Company agrees to deduct a monthly contribution to the Association of Flight Attendants Political Action Committee (referred to herein as "FLIGHT-PAC") and the Pegasus Project \* from the pay of each Flight Attendant who voluntarily authorizes such contributions on the forms provided for that purpose by AFA (referred to herein as "Check-Off Forms").
- B. The language of those forms shall be as follows:

TO: United Airlines, Inc.

I hereby authorize and direct the Company named above to deduct \$\_\_\_\_\_ out of my gross earnings per month and to remit that amount to the Association of Flight Attendants \_\_\_\_\_(Fund)\_\_\_\_\_.

This authorization is voluntarily made based on my specific understanding that:

The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my employer;

Any guideline amount suggested by a specific fund or its representatives is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union for doing so;

I may refuse to contribute without reprisal; and ( Fund ) which is connected with the Association of Flight Attendants, shall use the money it receives solely for its intended purpose.

This authorization shall remain in full force and effect until revoked in writing by me, pursuant to the provisions of the Agreement between United Airlines, Inc., and the Association of Flight Attendants.

If I am contributing to Flight-Pac, I further certify that I am either a United States citizen or a foreign national lawfully admitted to the United States for permanent residence as defined by Section 101(s) (20) of the Immigration and Nationality Act (8 U.S.C. 1101(s) (20).

Name \_\_\_\_\_

File Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

- C. All Check-Off Forms will be submitted through the President of the Master Executive Council of the Union who will forward the original signed copy to the WHQPZ - Payroll Accounting Manager, World Headquarters, Chicago, Illinois. A properly executed Check-Off Form, filed before and received by the Payroll Section of the Accounting Department, Chicago, Illinois, prior to the 10th of any month will become effective the 1st of the month following its receipt. Illegible or improperly executed forms will be returned to the President of the Master Executive Council of the Union.

- D. Any notice of revocation as set forth in the Check-Off Form must be in writing, signed by the employee and delivered by certified mail, addressed to the WHQPZ - Payroll Accounting Manager, United Airlines, Inc., P.O. Box 66100, Chicago, Illinois 60666 with a copy to the President of the Master Executive Council. Check-Off Forms and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company of the date received and not when mailed. Such notices received by WHQPZ and stamp-dated by the 10th of any month will become effective the 1st of the following month.
- E. Deduction of a Flight Attendant's contribution shall be made each month provided there is a sufficient balance due the Flight Attendant at the time after all other deductions authorized by the Flight Attendant or required by law (including money claims of the Company and the Credit Union) have been satisfied. Within a reasonable time after the second regular paycheck issued each month, the Company will remit to ( Fund ) a check in payment of all contributions collected for that month pursuant to outstanding and unrevoked Check-Off Forms, together with a list of the names of those Flight Attendants for whom contributions were deducted and the amount deducted for each such Flight Attendant.
- F. A Flight Attendant who has executed a Check-Off Form and (1) who resigns from the Company; (2) who is laid off; or is (3) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked her/his assignment as of the date of such action and if she/he (1) is rehired; (2) is recalled; or (3) reemployed, further deductions of ( Fund ) contributions will be made only upon execution and receipt of another Check-off Form.
- G. It will be the Union's responsibility to verify apparent errors in deduction of ( Fund ) contributions before contacting the Company Payroll Accounting Manager.
- H. United Airlines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the Flight Attendant or Flight Attendants by virtue of the wrongful application and misapplication of any of the terms of this Letter of Agreement.

WITNESS WHEREOF, the parties have signed this Agreement this 10th day of June 2003.

WITNESS:

FOR UNITED AIR LINES, INC.:

\_\_\_\_\_  
Frank Colosi

\_\_\_\_\_  
Sara Fields,  
Senior Vice President  
People

\_\_\_\_\_  
Charles Ahmes

\_\_\_\_\_  
Todd Arkenberg

\_\_\_\_\_  
Melinda Harper

WITNESS:

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

\_\_\_\_\_  
Karen L. Mazuer

\_\_\_\_\_  
Patricia Friend, International President  
Association of Flight Attendants

\_\_\_\_\_  
Linda F. Farrow

\_\_\_\_\_  
A. Diane Tucker

\_\_\_\_\_  
Gregory E. Davidowitch

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

During the course of discussions leading to the 1996-2001 and 2001-2006 Agreement, the Company and the Union agreed that IDFS and the Company will implement a Flight Attendant commission program designed to pay Flight Attendants a commission not to exceed eight percent (8%) of actual sales revenue collected. Total Flight Attendant commission payments for each flight will be based on two percent (2%) of actual sales revenue collected to each selling Flight Attendant, the number of which shall not exceed four (4) selling Flight Attendants, depending on the aircraft type. Actual sales revenue collected is defined as the total of cash and credit card vouchers collected for each flight by IDFS.

The above terms apply in conjunction with our current contract with IDFS. In the event such contract is renegotiated or terminated, the Company and the Union will meet to negotiate comparable alternatives for the continuation of the Flight Attendant commission program.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

November 1, 2005

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: Duty Free Employee Discount***

Dear Greg:

As discussed at our recent meeting, our duty free vendor is interested in reinstating the United employee discount applicable to onboard duty free product sales. The discount would again be fifteen percent (15%). Consistent with duty free sales, and in order to insure Flight Attendants responsible for selling duty free are appropriately compensated, the actual sales revenue collected after the discount will be included in the total sales amount upon which the commission is based. For example, if an item sells for \$100, the amount the commission would be based on is \$85.

Sincerely,

/s/ Frank Colosi

Frank Colosi  
Director Labor Relations  
Onboard Service



**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. Eligibility: 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. Severance Payment: 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. Pass Travel: 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 cease 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 s-UA/AFA Flight Attendant Agreement).

4. COBRA Subsidy: 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. Separation from Employment: Flight Attendants awarded Early Out Packages shall terminate their employment with s-UA effective August 31, 2012 (i.e., last day of employment shall be August 30, 2012).

6. Bid Process: 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. Forfeiture for Conduct: 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. No Implied Changes to Flight Attendant Agreement: 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 28th day of February 2012.

FOR UNITED AIR LINES, INC.

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

/s/ Sam Risoli  
Sam Risoli  
Senior Vice President -  
Inflight Services

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-  
CWA

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIR LINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE  
UNITED AIR LINES, INC.  
AS REPRESENTED BY  
THE AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL**

---

**ECONOMIC STABILIZATION GUIDELINES**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of UNITED AIR LINES, INC. as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Union").

**WITNESSETH:**

WHEREAS, the Company and the Union have entered into this collective bargaining in good faith; therefore:

1. Should the Federal Government institute any form of wage review or controls with reporting requirements, the parties to this Agreement shall meet and consult on the procedure for the preparation of any and all reports to be filed with the government.
2. Should any portion of this collective bargaining agreement be deferred or cutback by action of the Federal Government, the parties shall meet within ten (10) working days and attempt to allocate the monetary equivalent of the disallowed wages and benefits in a manner that would result in government approval. If agreement on reallocation is not reached within

fifteen (15) working days, the parties agree to submit the unresolved matters of reallocation to final and binding arbitration.

3. If the monetary equivalent of the deferred or cutback portion of the collective bargaining agreement cannot be reallocated in any manner that would result in governmental approval, the Company will pay the total amount directly attributable to the deferment or cutback to the Flight Attendants if and as soon as legally permissible and the rates deferred or cutback shall be implemented as soon as legally permissible.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 25th day of February, 1976.

WITNESS:

FOR UNITED AIR LINES, INC.

/s/ Charles W. Thomson

/s/ Duane M. Buckmaster

Duane M. Buckmaster  
Senior Vice President  
Personnel & Industrial Relations

/s/ Herbert W. Jackson, Sr.

/s/ Patricia A. Roszel

/s/ Gail L. Goodrich

/s/ R. S. Humbert

WITNESS:

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

/s/ Susan J. Rohde

/s/ Nancy A. Williams

/s/ Susan J. Bianchi

/s/ J. J. O'Donnell  
J. J. O'Donnell

/s/ V. Diane Robertson

/s/ Patricia D. Robertson  
Patricia D. Robertson

February 28, 2012

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 Dollar
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,

/s/ John D. Nelson  
John D. Nelson  
Managing Director Labor Relations -  
Inflight

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

FIRST RIGHT OF HIRE

Dear Mr. Lum:

In discussions leading to the 1996-2001 and 2001-2006 Flight Attendant Agreement, the Company and the Association mutually agreed to the following:

Subject to other legal obligations, the Company will make reasonable efforts to fill Flight Attendant vacancies with those individuals who satisfy United's hiring standards, who have previously worked for carriers, represented by the AFA, and who are no longer working for those carriers for economic reasons such as lay-offs or the shutdown of that carrier.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service



March 14, 1986

Ms. Patricia A. Friend, Chairperson  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
10700 W. Higgins Road, Suite 201  
Rosemont, IL 60018

Dear Ms. Friend:

This will confirm the understanding reached in the negotiations leading to the 1986-87 Flight Attendant Agreement.

1. "Foreign Nationals" as used in this Letter of Agreement shall mean an employee of United Airlines, not a United States citizen, who performs inflight service on designated United Airlines flights, and whose name does not appear on the Flight Attendant System Seniority List.

The maximum number of such employees and the exclusive route segments over which they may be utilized shall be as provided in this Letter of Agreement.

2. Foreign Nationals shall operate only on flights within or between China, Hong Kong, Indonesia, Japan, Korea, Malaysia, the Philippines, Taiwan and Thailand. Notwithstanding the above, the Company will schedule Flight Attendants on the System Seniority list to Hong Kong, Seoul and Tokyo in each schedule month the Company flies to those cities. In addition, Flight Attendants on the System Seniority List will be scheduled in each month to any city in the above countries which the Company operates into more than four (4) days a week.
3. Foreign Nationals will not be on the Flight Attendant System Seniority List and will not be covered by or subject to the terms and conditions of the Basic Flight Attendant Agreement.
4. The total number of Foreign Nationals shall not exceed one and one-half (1 ½) per cent of the total number of Flight Attendants on the Flight Attendant System Seniority List.

5. For the duration of this Letter of Agreement no Flight Attendant represented by the Union will be furloughed until all Foreign Nationals are furloughed or terminated. In the event a Flight Attendant is furloughed as permitted by this paragraph, no Foreign National shall be assigned to any flight segment as provided by this Letter of Agreement before such furloughed Flight Attendant has been offered recall.
6. No Foreign National(s) shall be permitted to operate on any aircraft staffed by a Flight Attendant(s) represented by the Union. For purposes of this paragraph, deadheading shall not be considered a working status. This does not preclude the Union from protesting safety concerns.
7. Training of Foreign Nationals may not be provided through Section 4-Q or Section 17-E-2 of the Basic Agreement.
8. Foreign Nationals shall wear a uniform distinctly different from the Flight Attendant uniform.
9. The Company shall provide the MEC Chairperson with a monthly accounting of the number of Foreign Nationals employed, the trip pairings to be flown by Foreign Nationals and the number of Foreign Nationals assigned to those pairings. The Company will also provide payroll summary which includes the total gross salary paid to Foreign Nationals and the names of the individuals paid.
10. This Letter of Agreement shall run concurrent with the 1986 Collective Bargaining Agreement. Neither the Company nor the Union shall file a Section 6 notice to change this Letter of Agreement during the term of the next contract.

Sincerely,

/s/ David L. Pringle  
David L. Pringle  
Senior Vice President  
Human Resources

Accepted and agreed to  
this 14th day of March, 1986

/s/ Linda A. Puchala

Linda A. Puchala, President  
Association of Flight Attendants

/s/ Patricia A. Friend

Patricia A. Friend, Chairperson  
UAL/AFA Master Executive  
Council

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

LETTER OF UNDERSTANDING--APPLICATION OF SECTION 12.B.1.b.

Dear Mr. Lum:

In the application of Section 12.B.1.b. of the Flight Attendant Agreement the parties agree that should the sixty percent (60%) Flight Attendant block hour distribution not be met, the Company is obligated to make the adjustment to meet the sixty percent (60%) requirement not later than the two schedule months following the month in which the sixty percent (60%) distribution is not met.

Notwithstanding the terms of the Flight Attendant Agreement the parties agree that there may be instances when it is beneficial to both parties to defer the adjustment one additional schedule month. Such determination shall be made based on the circumstances that exist at the time and shall not prejudice any determinations made based on any future circumstances.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

February 28, 2012

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

***Re: Jetway Trades Expansion***

Dear Greg:

This confirms the understanding reached during negotiations for the 2012-2016 Agreement. At least twice a year, the Company will meet with the Union to mutually determine whether jetway trading will be expanded to other international locations.

Sincerely,

/s/ John D. Nelson

John D. Nelson  
Managing Director Labor Relations  
Inflight Services

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIR LINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIR LINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO**

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 the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as "AFA" or the "Association").

WHEREAS during the negotiations between the Company and Association (collectively, the "parties") leading to the Restructuring Agreement, dated May 1, 2003, the parties agreed to rates of pay and work rules for the United Airlines ("UA") Low Cost Operation aircraft (as defined below) in order to permit UA and UAL Corp. ("UAL") to more effectively compete against both low cost carriers and other network carriers and,

WHEREAS It is the parties' intention to work together to identify and resolve any on-going issues with respect to maintaining the competitiveness of this Low Cost Operation ("LCO"). "LCO" is a contract term and is not intended to restrict in any way the Company's sole discretion with respect to branding.

THEREFORE the parties to this Letter of Agreement hereby agree as follows:

**A. LCO Flying Performed by UA**

UA will perform all the flying in or for the LCO, utilizing UA Flight Attendants on the UA seniority list under the terms and conditions of the UA Flight Attendants' collective bargaining agreement.

B. LCO Aircraft

The LCO will consist of B737-300/500 and A319/320 fleets or aircraft of no greater seating capacity than the maximum certificated capacity of the A320. All of UA's A319/320 and B737-300/500 aircraft including future deliveries in the fleet may be operated under the work rules contained in this attachment with no market restrictions. The LCO aircraft may be used at either the mainline or the LCO, at the Company's discretion.

C. Compensation

The LCO will have a common pay scale for all flying, which shall be the same as the domestic pay scale.

D. Optional Separate Subsidiary

If UAL or UA establishes a separate majority-owned subsidiary of UAL or UA to house the LCO, UAL and UA agree that such subsidiary will remain a majority-owned subsidiary of UAL or UA as applicable, so long as it continues as a corporation. All Flight Attendants in the LCO will continue to be solely UA employees operating under the UA air carrier certificate. Nothing in this paragraph limits or restricts in any way the Company's right, in its sole discretion, to establish any other subsidiary at UA or UAL except an LCO subsidiary, which remains covered by the first two sentences of this paragraph.

E. Optional Certificate

If UAL or UA secures a separate air carrier certificate for such subsidiary, all Flight Attendants in the LCO will continue to operate solely as UA employees under the UA air carrier certificate.

F. Work Rules in Basic Agreement Modified

All of the contractual rules and procedures for the mainline will apply in the LCO, except as modified herein.

G. Separate Subsidiary

In the event the Company establishes a separate LCO subsidiary, the Company and the AFA agree to meet and establish work rules and pay rates, which will include:

1. A monthly schedule cap of 95 hours.
2. Bid Freeze

Flight attendants who bid into the LCO will incur a six (6) month freeze in the LCO prior to bidding for vacancies that become available on the Mainline operation. Flight Attendants who are involuntarily furloughed or displaced as a result of surplus into the LCO will not incur a freeze. Such Flight Attendants may bid for vacancies that become available on the Mainline operation.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the Restructuring Agreement, dated May 1, 2003 and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 1st day of May, 2003.

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

FOR UNITED AIRLINES, INC:

---

Patricia Friend, International President  
Association of Flight Attendants

---

Peter B. Kain  
Vice President - Labor Relations

---

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



January 1, 2006

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: Non-U.S. Tax Deferral Opportunities***

Dear Greg:

This Letter confirms our understanding that the Company will make a good faith effort to establish arrangements that will allow internationally-domiciled Flight Attendants who do not have U.S.-source income to invest the Company Direct Contribution and Company Matching Contribution, as well as their own Earnings, to the extent possible by law and economics on a tax-deferred basis.

The Company has already engaged Towers Perrin to explore options and possible plan structures. We agree to meet with AFA-CWA to discuss the results of the Company's research and solicit your input, on or before March 31, 2006.

Sincerely,

/s/ Lynn Hughitt  
Vice President-Compensation and  
Benefits

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

In the discussions leading to the 1996-2001 and 2001-2006 Agreement, in an effort to improve the Flight Attendant working environment and to address customer service issues, the Company and the Association have agreed to the following:

With approval of the MEC President/designee, the Company may, on an exception basis, designate vendor representatives or the Manager of Equipment and Logistics to perform product or equipment evaluations or research onboard the aircraft during the three (3) month period prior to installation/implementation.

The Company recognizes that this is an exception to the Section 1, Scope Clause and is not intended to be construed as an expansion of the class and craft of Flight Attendants.

Sincerely,

/s/ Sara Fields

Sara Fields

Senior Vice President  
Onboard Service

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

Should the Company choose to establish separate operations as described in Section 4.I. "Separate Operations" of the 1996-2001 and 2001-2006 Flight Attendant Agreement, the parties agree to meet and agree on the application of those Sections of the Agreement which may be affected by this action. Further, the parties agree that the terms of Section 3.J., Section 14.A., Section 22.J. and Section 24.A. will be applied as outlined below:

Section 3.J.        If more than one (1) operation exists in a domicile, separate seniority lists for each operation shall be provided.

Section 14.A.      Temporary duty assignments shall be for a period of no more than four (4) consecutive schedule months and shall consist of filling of vacancies for any flight coverage. Domiciles which have more than one (1) operation shall not have TDYs between operations more than six (6) months in a calendar year. Before this limitation is exceeded the Company and the MEC President or designee shall meet to discuss alternatives.

Section 22.J.      Surplus Procedure

1. Book
2. If a surplus exists in any operation, the Company may move any Flight Attendant(s) in the operation, who desire to move, in order of seniority from the operation at which the surplus exists or, if none desire to move, the Company may then move the surplus Flight Attendants out of such operations in inverse order of seniority in accordance with the procedure outlined in Paragraph 3 below, notwithstanding Paragraphs A and B of this Section.

- 3.a. A surplus at one or more operation(s) shall be considered to exist when the Company has posted notice of the surplus on those Flight Attendant bulletin boards at those domiciles affected and all domiciles across the system. The notice will be posted no fewer than forty-five (45) days before the effective date of report to a new operation and will include the vacancies determined by the Company across the system. The bulletin shall state the number of vacancies if more than one, location of the vacancy and the place where bids are to be sent and the last date on which they will be received. Such date will be a minimum of fifteen (15) days after the date a bulletin is posted.
- b. Flight attendants deemed to be surplus will be permitted to put a bid on file for all operations on the system.
- c. From the deadline date posted in the notice to surplus Flight Attendants the Company will begin to process transfers from the system on a seniority basis. Transfers will be processed to the vacancies posted in the surplus bulletin up to the posted surplus number.
- d. At the end of the fifteen (15) days of processing transfers in sub-paragraph c. above the Company will then process any transfers filed by the Flight Attendants deemed to be surplus which have not been processed under the provisions of sub-paragraph c. above to vacancies at those operations posted in the surplus bulletin or to vacancies that have resulted from transfer activity.
- e. Any Flight Attendant transferring to fill such a vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than fifteen (15) days from the date notified of the assignment.
- f. A Flight Attendant shall be allowed a reasonable travel time between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.

Section 24.A. Qualifying for Expenses

1. Involuntary transfers, which include any transfer due to the closing of a domicile or operation, a transfer at Company request, and when a Flight Attendant is recalled to a domicile other than the one from which furloughed.
2. All transfers awarded to newly opened domicile or operation for a period of six (6) months following the date the domicile or operation is opened.

Any other changes deemed appropriate by the Company and the Union will be agreed prior to establishing a separate operation.

Sincerely,

/s/ Sara Fields \_\_\_\_\_

Sara Fields  
Senior Vice President  
Onboard Service

September 24, 1991

Ms. V. Diane Robertson, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 740  
Rosemont, IL 60018

Dear Ms. Robertson:

This is to confirm that during discussion leading to the 1987 - 1996 Agreement, the parties agreed that Flight Attendant paychecks will be mailed in accordance with the following procedures:

1. The paychecks will be mailed the day before their due date.
2. The paychecks will be mailed to the Flight Attendant's UG-100 address.
3. Each Flight Attendant may opt once a year, during a designated time period, to have her/his paycheck sent to her/his UG-100 address or to the domicile office for pick-up.
4. The Company will establish a fee amounting to first class postage plus fifteen percent (15)% to cover mailing costs for participating Flight Attendants.

It is understood that this procedure will be implemented on a trial basis. In the event the Company incurs additional administrative costs due to increased requests for stop payments, incorrect addresses, etc., the Company may terminate the procedure, after discussion with the Association.

Sincerely,

/s/ John R. Samolis

John R. Samolis

Vice President

Employee Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIR LINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIR LINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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

WHEREAS during the negotiations between the Company and Association (collectively, the "parties") leading to the Restructuring Agreement, dated May 1, 2003, the parties agreed to implement a Preferential Bidding System (hereinafter referred to as "PBS"),

THEREFORE the parties to this Letter of Agreement hereby agree that the PBS will include the following conditions:

**A. Ad Opt or Similar**

The Company will use the AD OPT or a similar mutually agreed upon product. The Company may require that any outside vendor be the same for Onboard and Flight Operations PBS systems. The Company will not make any changes to this system unless mutually agreed upon.

**B. Contract Modifications**

Prior to implementation, the parties will meet and agree on changes to the provisions of the Agreement consistent with the bidding process necessary to implement the PBS system.

C. Value of Absences

The value of all absences other than sick leave and vacation will be paid at 2.8 hours (two hours forty-eight minutes [2:48] ) per day before preferencing and at the actual value after preferencing.

D. Implementation of PBS schedule consistent with the following:

1. A Joint Implementation Committee (JIC) consisting of representatives from AFA, the Company and the vendor will be established. This committee will develop the Detailed Requirements Document (DRD) including criteria for preferencing. It is anticipated this committee will meet as needed during the development and implementation period. After implementation is complete the committee will meet on an as needed basis to review the system.
2. Parallel testing of the system will occur before implementation. The JIC will monitor the progress of this parallel testing to determine if additional testing is needed prior to implementation.
3. Phase in may occur on a domicile basis consistent with the needs of the Company.
4. The parties agree that the above provisions will not unnecessarily delay the implementation of PBS.

E. Interim Line Construction And Bidding Timeline

Until such time as PBS is implemented, the Company and AFA will meet and agree on modifications to Section 3 and related Sections of the Agreement in order to condense the Flight Attendant schedule construction and bid process timeline to allow for a 12 – days later handoff from aircraft scheduling. The parties agree that the implementation of an interim line construction and bidding process timeline will not be unduly delayed and will be no later than the first schedule month following the implementation of the Flight Operation PBS system. The parties will develop solutions, which will include the following goals:

1. Identify the best role for the Central Schedule Committee and the Local Schedule Committee in the interim line construction and bid process.



2. Find solutions for distributing lines of flying.
3. Automation of the lines of flying and reserve lines construction consistent with Section 3.N.3.
4. Condense AFA's review of the line construction process, consistent with Section 3.N.3.
5. Eliminate paper bid cards and require all bidding to be done via electronic means.
6. Develop other solutions, which may include modifying the Section 9.C.3.a. bidding timeline and the elimination or reduction of the requirement to produce and distribute paper bid materials.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2005-2010 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 7th day of January, 2005.

FOR UNITED AIR LINES, INC:

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Peter B. Kain  
Vice President - Labor Relations

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

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Patricia Friend, International President  
Association of Flight Attendants

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

February 28, 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,

/s/ Sam Risoli  
Sam Risoli  
Senior Vice President, Inflight Services

Agreed:

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Committee  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

This will confirm the agreement reached during the course of the negotiations leading to the 1996-2001 and 2001-2006 Agreement, the Company and the Union have agreed that within thirty (30) days following ratification of the Agreement the parties will designate representatives who will meet and recommend solutions to the International domicile issues raised during the bargaining, and any issues which subsequently surface during the ensuing discussion. The issues to be resolved will include, but not be limited to:

1. A commitment to pursue optional health insurance for Flight Attendants based outside the United States. These health insurance plans will be offered, to the extent possible in the same manner HMOs are currently offered to Flight Attendants based in the United States.
2. A commitment to provide personnel equipped to assist with insurance, payroll or other benefit areas, in a manner that is toll-free and available during normal business hours at the domicile.
3. A commitment to continually educate the staff who provide the above assistance so that they understand there are cultural and societal differences between Flight Attendants who live outside the United States, and those who live within the United States.
4. A commitment to resolve the difficulties encountered by Flight Attendants who speak English as a second language. This will include a recognition that documents like receipts and reports can be written in languages other than English, and the cost of translation should not be borne by the Flight Attendant.
5. A commitment to make benefits universal. If this is not possible, pursue available options that would provide comparable benefits. These benefits will include, but not be limited to: Tax deferral or Savings alternatives similar to 401(k) Plans, Medical/Dental Plans, Social Security/Pension Plans.

6. A commitment to thoroughly research and understand local and international tax laws. This information must be shared with Flight Attendants before they transfer to, or are hired into, International domiciles.
7. A commitment to provide accurate and complete information regarding immigration to and from the countries in which International domiciles are located. United must do everything within its power to assist Flight Attendants in getting the necessary visas and immigration approvals needed to exercise their seniority in the transfer process.
8. A commitment to assisting Flight Attendants in getting to, and settling in at International domiciles. The assistance contemplated will address the unique situations Flight Attendants face with respect to housing and transportation.
9. A commitment that Flight Attendants' families will also be considered when addressing International domicile issues.

Should United open an additional domicile(s) outside the United States, representatives of the Company and the Union will meet to address the issues above as well as the taxation information and tax reporting relationships between the relevant countries and any issues specific to the country, prior to the opening of the domicile.

Sincerely,

/s/ Sara Fields

Sara Fields

Senior Vice President

Onboard Service

October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

As the result of discussions leading to the 1996-2001 and 2001-2006 Agreement, it is agreed by the parties that neither the Company nor the Union shall file a Section 6 notice to amend Section 10 to require earlier availability than 0500 during the term of the next two contracts.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Services

October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

In discussions leading to the 1996-2001 and 2001-2006 Agreement, it was agreed that the Company may institute a paging notification system which would modify the manner in which Reserve Flight Attendants receive their assignments.

The cost of the pager and all related service charges will be borne by the Company.

If the Company should institute this system the Company and the Association will meet and agree on all additional terms and conditions.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

**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 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 Reserves 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 programming. 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 2012-2016 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 signed this Letter of Agreement this 28th day of February, 2012.

WITNESS:

FOR UNITED AIR LINES, INC.

/s/ Jean-Jacques Kande  
Jean-Jacques Kande

/s/ Sam Risoli  
Sam Risoli  
Senior Vice President -  
Inflight Services

/s/ Shirley A. Barber  
Shirley A. Barber

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

/s/ Ken Diaz  
Ken Diaz

/s/ Gregory E. Davidowitch  
Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-  
CWA

May 1, 2003

Mr. Gregory E. Davidowitch, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Davidowitch:

As a result of discussions leading to the 2003-2009 Restructuring Agreement, the Association of Flight Attendants and United Airlines agreed as follows:

Flight Attendants who resign from the Company and who have 20 years of Company seniority, would receive the following pass benefits. These passes are in lieu of any pass benefits they may have been entitled to under Company policy had they early retired when eligible. Those eligible to use the pass benefits would be the employee, spouse, and dependent children as defined in Company policy.

North America Including Hawai'i

Outside of North America  
(excluding Hawai'i)

Seven SA passes per year  
with service charge

One annual SA pass per year  
with service charge

Flight Attendants who resign with 20 years of service may be required to give the Company at least six months advance notice. All such resignations will be effective the first day following six months in the event such notice is required. Flight Attendants must request such travel at the time of their resignation in order to be eligible.

Sincerely,

/s/ Frank Colosi

Frank R. Colosi  
Director Labor Relations  
Onboard Service

ANNUAL PASSES - RETIRED EMPLOYEES

Retired employees with twenty-five (25) or more years of continuous service receive pre-validated Write-Your-Own ticket stock from EXOHR - Compensation and Benefits. These tickets may be used for unlimited, free, space available transportation to any North American destination including Hawai'i. Tickets contain preprinted boarding priority codes located in the "Authority Priority" section of the ticket. System 006 BP-6 is indicated for all travel. Travel to destinations outside of North America (excluding Hawai'i) is subject to service charge and is priority BP-8; unlimited 1/4 fare space available tickets can be purchased to obtain BP-6 boarding priority.

Retired employees with at least ten (10) but less than twenty-five (25) years of continuous service will receive pre-validated Write-Your-Own tickets from EXOHR - Compensation and Benefits. These tickets may be used for unlimited, free, space available transportation to any North American destination including Hawai'i. Tickets contain preprinted boarding priority codes located in the "Authority Priority" section of the ticket. System 004 BP-8 is indicated for all travel. Travel to destinations outside of North America (excluding Hawai'i) is subject to service charge.

**Reduced Fares**

Unlimited 1/4 fare space available tickets can be purchased to obtain a higher boarding priority (BP-6).

February 28, 2012

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 - 2016 Agreement. 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,

/s/ John D. Nelson

John D. Nelson  
Managing Director Labor Relations  
Inflight Services



October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

During the course of discussions leading to the 1996-2001 and 2001-2006 Agreement, the Company and the Union agreed that Flight Attendants required to deadhead on off-line carriers would only be scheduled on carriers which meet adequate safety standards.

AFA will provide the Onboard Scheduling department with a list of carriers which do not comply with the agreed upon standards.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

March 14, 1986

Ms. Patricia A. Friend, Chairperson  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
10700 W. Higgins Road, Suite 200  
Rosemont, IL 60018

Dear Ms. Friend:

This will confirm the commitment made by UAL, Inc. and United Airlines in the negotiations leading to the 1986-87 Flight Attendant Agreement.

1. A. Except as specifically provided in the Foreign National side letter, neither UAL, Inc., United Airlines, nor a successor, assign, or subsidiary thereof (hereinafter referred to as the "Company"), will, if such entity has a controlling interest, whether acting individually or jointly with any of the above entities, conduct any commercial flight operations of the type historically performed by United Airlines Flight Attendants, unless it performs such work with Flight Attendants on the United Airlines System Seniority List. Such flying shall be performed in accordance with the terms and conditions of the existing agreement or any other applicable agreement or agreements between the Company and the Union.
- B. Without limiting the foregoing, the Company agrees not to establish or purchase an alter-ego airline in whole or in part.
- C. Notwithstanding Paragraph 1.A., to the extent permitted by law, the Company will recognize the AFA as the exclusive bargaining representative for the Flight Attendants on any commuter airline (primary 135 carrier) which it establishes or purchases in whole or in significant part. Upon recognition, the AFA and the Company agree to negotiate in a timely fashion a competitive agreement no less favorable than area standard contracts for similar flying operations.

2. This Letter of Agreement shall run concurrent with the 1986-87 Collective Bargaining Agreement. Neither the Company nor the Union shall file a Section 6 notice to change this Letter of Agreement during the term of the next contract.

Sincerely,

/s/ David L. Pringle

David L. Pringle  
Senior Vice President  
Human Resources

/s/ Richard J. Ferris

Richard J. Ferris  
Chairman  
UAL, Inc.

Accepted and agreed to  
this 14th day of  
March, 1986

/s/ Patricia A. Friend

Patricia A. Friend, Chairperson  
UAL/AFA Master Executive Council

/s/ Linda A. Puchala

Linda A. Puchala, President  
Association of Flight Attendants

January 9, 1978

Ms. V. Diane Robertson, Chairperson  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
1400 East Touhy Avenue  
Des Plaines, IL 60018

Dear Ms. Robertson:

This will confirm that in the event the dumbwaiter on the B-747 is inoperative, Flight Attendants will not be required to stock the upstairs lounge, but will provide required service to the passengers using that facility.

Sincerely,

/s/ Sheldon J. Best

Sheldon J. Best  
Vice President  
Inflight Services

February 28, 2012

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,

/s/ P. Douglas McKeen

P. Douglas McKeen  
Senior Vice President, Labor Relations

Agreed, this 28th day of February, 2012

/s/ Gregory E. Davidowitch

Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA

October 2, 1997

Mr. Kevin D. Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

LETTER OF UNDERSTANDING - SPECIAL ASSIGNMENT

Dear Mr. Lum:

In the application of Section 4.Q., Special Assignment, the parties agree that a Flight Attendant who is on Special Assignment status for a schedule month shall have the entire thirty days (thirty one days, if appropriate) counted as Special Assignment for the purpose of calculating the accrual of Special Assignment days under the one hundred eighty day maximum allowable with continued seniority accrual.

In instances where Special Assignment is for less than a full schedule month the number of days will be determined by multiplying the percentage of the Flight Attendant's hours for that month which are certified as Special Assignment by the number of days in that schedule month.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

March 15, 1984

Ms. Nancy Coopersmith, Chairperson  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
10700 W. Higgins Road, Suite 201  
Rosemont, IL 60018

Dear Ms. Coopersmith:

During the course of negotiations for the 1983-86 Flight Attendant Agreement, the Company proposed that Flight Attendants, in lieu of taking tickets on the airplane, would, if requested, take tickets at the door accessing the airplane so as to provide improved customer service.

Prior to implementation, the Company and Union shall meet to discuss the issues of aircraft type, staffing, station location, seasonal needs and safety as they relate to Flight Attendants taking tickets at the door.

This letter confirms that the Association of Flight Attendants concurred on the condition that such action would not be used as a precedent to expand upon Section 1 of the Flight Attendant Agreement.

Sincerely,

/s/ Charles W. Thomson

Charles W. Thomson  
Director of Industrial Relations  
Flight Employees

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIR LINES, INC.  
AND  
THE AIR LINE STEWARDESSES AND FLIGHT STEWARDS  
IN THE SERVICE OF  
UNITED AIR LINES, INC.  
AS REPRESENTED BY  
THE AIR LINE PILOTS ASSOCIATIONS, INTERNATIONAL**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (HEREAFTER REFERRED TO AS THE "COMPANY") and the AIR LINE STEWARDESSES AND FLIGHT STEWARDS in the service of UNITED AIR LINES, INC. as represented by the AIR LINE PILOTS ASSOCIATION INTERNATIONAL (hereafter referred to as the "Association").

WITNESSETH:

NOW, THEREFORE, it is mutually agreed that:

1. Section 5, Paragraph L (sub-domiciles) of the 1972 Stewardess and Steward Agreement shall remain in effect through May, 1973.
2. Effective for the June, 1973 schedules, in order to bid on a B-747 or DC-10 aircraft, a stewardess must be both emergency and service qualified.
3. Effective with the date of this contract, the Company agrees to train those interested in B-747 and DC-10 flying as soon as possible in seniority order.



IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 28th day of February, 1973.

WITNESS:

/s/ Charles W. Thomson

/s/ R. S. Humbert

/s/ Ed Westervelt

/s/ Yvette Klopner

/s/ Erin M. Wallace

/s/ Barbara L. Biertman

WITNESS:

/s/ Rachel M. Woodings

/s/ Marjorie K. Hunter

/s/ Trudy Kaufman

/s/ Patricia Feldhake

FOR UNITED AIR LINES, INC.

/s/ Clark E. Luther

Clark E. Luther  
Vice President  
System Personnel

FOR THE STEWARDESSES  
AND FLIGHT STEWARD IN  
THE SERVICE OF UNITED AIR  
LINES, INC.

/s/ J. J. O'Donnell

J. J. O'Donnell  
Air Line Pilots Association,  
International

/s/ Kelly Rueck

Kelly Rueck, Vice President  
Stewardess & Steward  
Division

May 1, 2003

Mr. Gregory E. Davidowitch, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

***Re: Uniform Stripes***

Dear Mr. Davidowitch:

This letter will confirm that, during the course of the negotiations leading to the Restructuring Agreement dated May 1, 2003, the Company and the Union discussed the Flight Attendant uniform. Within ninety (90) days from date of signing of the Restructuring Agreement, the Company and the Association will meet to determine a cost neutral method of phasing in a uniform jacket with stripes on the cuff of the sleeve through the normal replacement process in accordance with Section 16.D. of the Flight Attendant Agreement.

Sincerely,

/s/ Charles L. Ahmes

Charles L. Ahmes  
Managing Director  
Onboard Service

May 1, 2003

Mr. Gregory E. Davidowitch, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

***Re: Wage Garnishments***

Dear Mr. Davidowitch:

As a result of discussions between the Company and the Association leading to the Restructuring Agreement, dated May 1, 2003, the Parties have agreed that the Company will not issue discipline to Flight Attendants based on the Company's receipt of a wage garnishment(s) unless the Flight Attendant has repeatedly and after notice from the Company failed to take appropriate corrective action.

This Letter shall be effective upon signing and shall run concurrently with the Flight Attendant Agreement.

Sincerely,

/s/ Charles L. Ahmes

Charles L. Ahmes  
Managing Director  
Onboard Service

October 2, 1997

Mr. Kevin Lum, President  
UAL/AFA Master Executive Council  
Association of Flight Attendants  
6400 Shafer Court, Suite 250  
Rosemont, IL 60018

Dear Mr. Lum:

This will confirm the agreement reached between the Company and the Union in negotiations leading to the 1996-2001 and 2001-2006 Agreement. The parties recognize that the Legal Rest Minimums of Section 12.M.1. could be affected by the increased transit time required to meet the parties agreement to place Flight Attendants in downtown or downtown-like locations.

In such cases, the parties agree the place of lodging minimums may be waived by the actual transit times with concurrence of the MEC President/designee.

Sincerely,

/s/ Sara Fields

Sara Fields  
Senior Vice President  
Onboard Service

February 28, 2012

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 – 2016 Agreement. 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,

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

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