



# **COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**SILVER AIRWAYS, LLC**

AND THE

**FLIGHT ATTENDANTS**

IN THE SERVICE OF

**SILVER AIRWAYS**

AS REPRESENTED BY

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

**DURATION: JANUARY 1, 2023 – DECEMBER 31, 2026**



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## SECTION 1

### RECOGNITION, SCOPE, SUCCESSORSHIP, AND MERGER

#### A. Recognition

1. In accordance with Certification No. R-7416, issued by the National Mediation Board on January 9, 2015, the Company recognizes the Association of Flight Attendants Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
2. The Union and the Company hereby adopt this collective bargaining agreement including all related letters of agreement between the Company and the Union. All such agreements are collectively referred to herein as the "Agreement."

- B. The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.

#### C. Merger Protections

1. With any transaction announcement from the Company with another airline, that affects the seniority rights of Flight Attendants on the Seniority List, the Company and the Union will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. In the event of a merger of the Company with another airline, where the surviving Company desires to integrate the premerger operations of the airlines, the following procedures will apply with respect to the integration of the seniority lists of the Flight Attendant groups:
  - a) If both pre-transaction Flight Attendant groups are represented by the AFA, the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the AFA merger policy, if any, in effect as of the date of the transaction. If there is no AFA merger policy in effect as of the date of the transaction, seniority integration shall be accomplished pursuant to provision b., below.
  - b) If the other pre-transaction Flight Attendant group is not represented by the AFA, the integration of the seniority lists shall be governed by the provisions of the McCaskill- Bond statute, 49 U.S.C. § 42112.

#### D. Scope

1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct result of any flying performed by management personnel.
2. Except as otherwise provided in this Agreement, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Seniority List.
  - a) The Company may engage in subcontracted Revenue Flying for the purpose of conducting seasonal "Wet Leases" as well as when bringing in new aircraft for a period of one hundred and twenty (120) days provided no Flight Attendants are furloughed, displaced or otherwise reduced in pay status.
3. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.

E. New Equipment Type

Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.

F. Remedies

Any and all disputes concerning alleged violation(s) of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Union alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board, and the Company agrees to request that a decision be issued within thirty (30) days after the close of the hearing.

G. Cessation of Operations

Should the Company cease all flight operations that require Flight Attendants during the term of this Agreement, the parties will engage in effects bargaining within thirty (30) days following an announcement that the Company will cease flying.

## SECTION 2

### DEFINITIONS

1. Commonly used acronyms
  - a) RON – Remain Over Night
  - b) FAA – Federal Aviation Administration
  - c) FAR – Federal Aviation Regulation
  - d) IOE – Initial Operating Experience
  - e) LOA – Leave of Absence
2. Active – Any Flight Attendant who is not on an approved leave of absence.
3. Agreement – The Collective Bargaining Agreement between the Company and the Union.
4. Base – An airport from which a Flight Attendant is awarded or assigned flying in accordance with the provisions of this Agreement and from which her/his trips originate and terminate. Synonymous with *domicile*.
5. Bid Line – A planned sequence of trips and days off for a Flight Attendant made available for bid on a monthly basis.
6. Carryovers – One or more of the first three days of the month on a schedule during which trips may be altered to accomplish the blend.
7. Company – Silver Airways, LLC, or the entity which controls, holds or maintains the certificate under which Silver Airways is operated.
8. Credit Hour – The hourly unit of pay for Flight Attendants as set forth in this Agreement.
9. Crew- Captain, First Office, and Flight Attendant(s).
10. Day – A calendar day beginning at 0001 and ending at 2400 hours local time.
11. Day off – A calendar day free from all duty with the Company.
12. Deadheading – Time spent by a Flight Attendant, when not performing the duties of a Flight Attendant traveling between two points by air or surface transportation to or from flight duty, training, or other activities at the direction of the Company.
13. Domicile – See “Base”
14. Duty Time – All time (including deadhead) that a Flight Attendant is on duty, commencing when the Flight Attendant reports for duty as directed by the Company, and ending fifteen (15) minutes after block-in time.
15. Ferry Flight/Repositioning Flight (REPO) – A non-revenue flight without revenue passengers on which the Flight Attendant travels at the direction of the Company.
16. Flight Attendant – An employee of the Company whose name appears on the Flight Attendant System Seniority List and whose duties include ensuring the safety of passengers and the performance of enroute cabin service.
17. Flight/Block Time – The period of time from block-out to block-in of the aircraft in a segment.
18. Lineholder – A Flight Attendant who bids and is awarded a regular line of flying during a month.
19. Longevity – Years of active Company service in any occupation with the Company. Longevity governs vacation accrual, pass benefits and retirement plans. Synonymous with *company seniority*.
20. Month/Bid period- The period from the first day off, to and including the last day of each calendar month of the year.
21. Reserve Flight Attendant – A Flight Attendant who is awarded a reserve line.
22. Reserve Line – A line consisting of a combination of scheduled days off and days of availability.
23. Rest period – The continuous period of time between Duty Period in which the Flight Attendant is free from all responsibility to the Company.
24. Seniority – Years of active Company service in the Flight Attendant occupation, commencing on the first day of initial training. Seniority governs pay scale increments and some benefit accruals as specified in this Agreement.
25. Seniority Order – System seniority unless otherwise specified.

26. Trip – A series of flight segments separated by RON's beginning and ending at a Flight Attendant's domicile.  
Synonymous with *sequence*.
27. Union – The Association of Flight Attendants-CWA, AFL-CIO



## SECTION 3

### MANAGEMENT RIGHTS

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendants work force. Those rights include, but are not limited to, the right to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Flight Attendant work force; to furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business, as long as such rights are not exercised in a manner contrary to the terms of this Agreement.

## SECTION 4

### COMPENSATION

#### A. Flight Pay

A Flight Attendant shall be paid hourly flight pay for each credited flight hour in accordance with his or her service as a Flight Attendant as follows:

| Length of Service | January 1, 2023 | January 1, 2024 | January 1, 2025 | January 1, 2026 |
|-------------------|-----------------|-----------------|-----------------|-----------------|
| 1st six months    | \$23.00         | \$23.69         | \$24.40         | \$25.13         |
| 2nd six months    | \$23.90         | \$24.62         | \$25.36         | \$26.12         |
| 2nd Year          | \$24.90         | \$25.65         | \$26.42         | \$27.21         |
| 3rd Year          | \$26.10         | \$26.88         | \$27.69         | \$28.52         |
| 4th Year          | \$27.40         | \$28.22         | \$29.07         | \$29.94         |
| 5th Year          | \$28.80         | \$29.66         | \$30.55         | \$31.47         |
| 6th Year          | \$30.20         | \$31.11         | \$32.04         | \$33.00         |
| 7th Year          | \$31.40         | \$32.34         | \$33.31         | \$34.31         |
| 8th Year          | \$32.45         | \$33.42         | \$34.42         | \$35.45         |
| 9th Year          | \$33.25         | \$34.25         | \$35.28         | \$36.34         |
| 10th Year         | \$34.00         | \$35.02         | \$36.07         | \$37.15         |
| 11th Year         | \$34.80         | \$35.84         | \$36.92         | \$38.03         |
| 12th Year         | \$35.45         | \$36.51         | \$37.61         | \$38.74         |
| 13th Year         | \$35.45         | \$37.02         | \$38.13         | \$39.27         |
| 14th Year         | \$35.45         | \$37.02         | \$38.82         | \$39.98         |

#### B. Pairing Credit Value

1. A Pairing's Credit Value will be computed at the greatest of the following for each Duty Period
  - a) The Minimum Daily Rate,
  - b) Credit Hours
  - c) A duty rig of one hour of line value credit for every two hours of actual or scheduled duty period, whichever is greater.
2. The Pairing Credit Value shall then be adjusted to reflect reassignments, duty extensions, and/or other occurrences or assignments which may result in an increase in block, duty, and/or pay.
3. A Multiplier which is applied to an entire Pairing shall be applied to the Pairing's final Credit Value.

#### C. Reschedule/Reassignment Pay

A rescheduled/reassigned Flight Attendant will be paid the greater of the value of the original flight(s) impacted or what she/he flies. Additionally, the Flight Attendant will be paid the extension pay value in conformance with Section 8.P. (Rescheduling and Extensions).

#### D. Minimum Duty

For each duty period that a Flight Attendant (Line Holder or Reserve) physically reports for a flight assignment, s/he will get a three and a half (3.5) hour daily minimum guarantee or actual credit, whichever is greater. Effective January 1, 2026, the daily minimum guarantee shall be four (4) hours.

E. Monthly guarantee

1. A Flight Attendant's final line value guarantee for a bid period will be determined on the 23rd of the month prior to the start of the bid month, following the two line improvement periods, the addition of any training and planned absences, and the resolution of any transition conflicts. The line value guarantee will be reduced throughout the bid period as a result of any trip drops, trades which reduce time, or where there is a voluntary time loss or unpaid leaves.
2. A Flight Attendant's monthly pay will be her/his line value guarantee or the minimum monthly guarantee of 75 hours or actual credit hours for trips flown, whichever is greater. A Flight Attendant who is not available for duty or who's line value guarantee is reduced as noted above in Section 4.E.1. during the month will have her/his line value guarantee and minimum monthly guarantee pro-rated, except that the final line value guarantee and minimum monthly guarantee will not be reduced for paid absences or jury duty or line holders being removed from trips due to IOE or recurrent training

F. Training Pay and Credit

Training pay and credit shall be awarded in line with the provisions of Section 18.A. (Training Pay).

G. Repositioning Pay

If a Flight Attendant is required to be onboard a ferry or repositioning flight, or for ground repositioning (GRP or Repo), he/she is credited with and paid for actual block time.

H. Holiday Pay

A Flight Attendant will be paid 150% of actual credit or 1.5 times the daily value, whichever is greater for any trip segment flown on Thanksgiving, Christmas, New Year's Day, and Independence Day provided they do not miss their immediate trips before and after the holiday.

I. Extension Pay

A Flight Attendant shall receive extension pay at 125% (one hundred twenty-five) of any time worked outside of her/his original duty period footprint.

J. Lost Day Off Pay

Flight Attendants extended into a day off will be paid 150% of actual credit on the day off or one and a half times the minimum daily value, whichever is greater.

K. Deadhead Pay

Flight Attendants shall be compensated at 100% pay credit for all deadhead hours flown.

L. Instructor Pay

1. Flight Attendant Training Pay: An Air Transportation Ground Instructor shall be paid \$21.00 an hour, or the value of the missed trips, whichever is greater. The pay rate will include course work. For any non-training event, (classroom preparation, classroom clean up, and/or briefing) the pay rate will be \$10.00 per hour.
2. Line Check Flight Attendant Pay: An Air Transportation Supervisor shall be paid his/her daily rate, plus an additional three (\$3) dollars per hour (inclusive of pre- and post- briefing periods), when performing ATS-related duties.

M. Junior Assignment Pay

The Flight Attendant will be paid at one hundred and fifty (150%) percent.

N. Payroll Errors

1. A paycheck shortage of one hundred dollars (\$100) or more, which occurs through no fault of the Flight Attendant, shall be corrected within seven (7) business days of the Company's verification of the claim. For payroll inaccuracy attributed to the Flight Attendant, corrections will be made on the next regularly scheduled payroll. Requests for amended payroll revisions after ninety (90) days are not paid. Expense reimbursements must be submitted with ninety days to be paid.
2. Flight Attendants are also solely responsible for the accuracy of their federal and state tax declaration in the Company records.

O. Per Diem

1. A Flight Attendant will receive per diem allowance in accordance with Section 6 (Travel Expenses).
2. Effective on 1/1/2023, the per diem rate will be \$2.25 per hour.
3. The per diem rate will increase \$.05 on each January 1 of each year of this Agreement.

P. Inflight Sales Commission

Should the Company initiate a sale on board program, the Company and Union will meet and confer if there will be a sales incentive aspect included in this program and if so, how the Flight Attendants will be compensated.

Q. Pay Days

1. Paychecks will be issued on the thirtieth (30th) (the "first paycheck") and fifteenth (15th) (the "second paycheck") of every month following the month in which pay was earned. Should a payday fall on a Saturday, paychecks will be issued on the previous Friday. Should a payday fall on a Sunday or a holiday, the Company will issue paychecks on the previous Friday. The second paycheck will include per diem.
2. The first paycheck will include one-half (1/2) of the Flight Attendant's minimum monthly guarantee, less all applicable deductions, provided the flight attendant is forecasted to fly at least 37.5 hours in the month. The second paycheck will include the balance of the Flight Attendant's minimum monthly guarantee, plus any additional hours flown above guarantee from the previous month, earned per diem and any other payments due for the prior month less all applicable deductions.
3. A Flight Attendant will be required to be paid by direct deposit into an account at the financial institution he/she selects. The Company will make paycheck stubs available electronically to Flight Attendants.

R. Productivity Pay

Flight Attendants shall receive an override at one hundred twenty-five percent (125%) for all hours worked over ninety (90) hours in any bid month. Hours worked for the calculation of Productivity Pay is the sum of: (a) all blocked hours worked, plus (b) recurrent and home study credit hours.

## SECTION 5

### CONDUCT OF UNION BUSINESS

#### A. Union Officers / Committee Chairs notification to Company

The Union will provide to the Director of Inflight the list of Silver AFA Union officers, ASAP representative and committee chairpersons in writing and update her or him with any changes. The following Union Committees are recognized by the Company: Safety, Uniform, Hotels and Scheduling. The Union will notify and confer with the Company prior to adding additional committees.

#### B. Union Communication to Flight Attendants

It is understood that the Union has the right to communicate to its current and prospective members. Specifically, but not limited to, the following methods of communication are permitted:

1. Mailboxes/ V-Files. The Union may place Union-related information in Company-provided mailboxes for all Flight Attendants covered by this Agreement. The information may not disparage the Company or its officers and employees.
2. Crew Room Sits. Union committee members and officers will be permitted access to the Company's crew rooms for the purposed of meeting with and disseminating information to Flight Attendants. Union committee members and officers must request access to crew rooms for purposes of conducting crew room sits, and such requests will not be unreasonably denied.
3. New-Hire Presentation. A Union officer, or designee, will be permitted to make an informative presentation to any new-hire class at a time and place agreed to by the Training Department and the Union. The presentation will not exceed one (1) hour and shall be incorporated as part of the curriculum. At the presentation, the Union may present and offer membership cards to new-hire class members and collect completed cards. The Company will not retaliate against any Flight Attendant for expressing interest in Union membership and will not discourage Union membership.

#### C. Items bearing Union Insignia

The Flight Attendants may wear and display items with Union insignia, including, but not limited to, the Union pin, bag tags and lanyards. The Flight Attendants may wear the Union Pin on their lanyards and Company may designate the location of the Union pin on the lapel or shirt collar of the Flight Attendant uniform. If the Uniform changes style, another location may be mutually agreed to by the Company and the Union.

#### D. Reports Provided

1. The Company shall provide the following information to the MEC President on a monthly basis in Excel format: The name, address, phone number, employee number, date-of-hire, domicile and status information of each Flight Attendant.
2. The Company shall provide to the MEC President each quarter, a report that shall include all Flight Attendants on a leave of absence (and type), terminations and resignation and promotions to management and training.

#### E. Time Off for Union Business

Union officers and committee chairpersons may request time off to travel to and attend to Union business. Such meeting shall include, but not be limited to, meetings with AFA International, union trainings, MEC organizational

meetings, local membership meetings, Flight Attendant discipline meetings, Flight Attendant crew-room sits and preparation for and presentation to new-hire classes.

1. Advance Notice: Requests for time off to participate in Union Business must be made in writing by a Union officer, including by email, to the Company's Director of In-Flight. Any such request made with thirty (30) days' or greater notice will be granted. Any request made with fewer than thirty (30) days' notice will be accommodated at the discretion of the Company, and such request will not be unreasonably denied. The Company will provide a written response to any request for time off within four (4) business days and if the request is denied, as provided for above, the response will contain the specific reason why (e.g., staffing: insufficient reserves available). If any such request is denied, the Union and the Company will discuss potential means of facilitating the Union's request. The Union officers will also be guaranteed time off to travel to and attend the annual AFA Board of Directors meeting with thirty days advance notice to the Director of In-Flight.
2. Limited Notice: Requests for time off for the following situations will not be held to the "Advance Notice" standard in B., above, and will be granted: meetings initiated by the Company and meetings to represent Silver Flight Attendants in their meetings with management.
3. Other Release from Trips: The Union officers may request in writing to the Director of In-Flight, and the Company will consider, requests to drop trip(s) or remove reserve days from a flight attendant's schedule for official business, subject to the "Advance Notice" provisions in E.1. above. The Company will not unreasonably withhold its consent to such requests. The Company will provide a written response to any request within four (4) business days and if the request is denied, as provided for above, the response will contain the specific reason why (e.g., staffing: insufficient reserve available). If a request is denied and another flight attendant is legal and willing to fly the trip(s) in question and it/they do not conflict with other assignments, then the request will be granted.
4. Release from Trips and Pay Procedure: The cost of trips or reserve days missed associated with or conflicting with days of official Union meetings (including travel day(s) if applicable) shall be paid flight pay by the Company as though the flight attendant had flown the trip or sat the reserve day. The Company shall invoice AFA for the credit hours multiplied by the flight attendant's step rate or, if applicable, the value of the reserve day(s).

#### F. Travel for Union Business

1. Meetings with the Company. If the Flight Attendant does not live in the vicinity of the meeting, the Company will provide for space-positive travel over the route-structure of the Company to and from negotiations for committee members, for Union representatives representing Flight Attendants in disciplinary meetings, Company-called meetings, and new-hire presentations.
2. Non-Company meeting Union Business. Flight Attendants may utilize non-revenue travel procedures for travel in order to conduct and return from Union business not involving management.

#### G. Union Contract

The Union will format the Union Contract after successful ratification of the tentative Agreement and arrange for printing. The Union and the Company will evenly share the cost of printing the Contract and the Company will ensure that each new-hire Flight Attendant who successfully completes training will receive a copy of the Contract. The Company and the Union will work together to distribute copies of the new Contract to existing Flight Attendants.

- H. AFA International Officer Leave. If a Flight Attendant in the employ of the Company is elected to AFA International office, the Company will grant that Flight Attendant a leave of absence for the duration of the term of office. If the Flight Attendant is re-elected, her/his leave will be extended to encompass the second term. A Flight Attendant elected to AFA International office will continue to accrue longevity and seniority as though an active Flight Attendant.

## SECTION 6

### TRAVEL EXPENSES

#### A. Per Diem Allowance

A Flight Attendant will receive a per diem allowance per hour from report time until release time in domicile.

1. The per diem rate is specified in Section 4 (Compensation).
2. Per diem for the month will be included in the first payroll check of the following month.

#### B. Lodging

##### 1. Overnight Accommodation

- a) On scheduled and unscheduled overnights and for training out of domicile, Flight Attendants will be furnished safe, comfortable and adequate single occupancy accommodations.
- b) For new hire orientation training, Flight Attendants may be required to share overnight accommodations.
- c) Flight Attendants will have advanced reserved lodging accommodations for scheduled overnights. If the Flight Attendant's pairing involves a layover, the layover hotel will be published on the pairing listing the layover hotel and hotel phone number.

2. The Company, working with the Union, will strive to consider the following when considering overnight accommodations: microwave and refrigerator available in room (or upon request), preferred rooms not open to outdoors, air conditioning, complimentary breakfast provided, discount meals at hotel or nearby restaurant, hotel points accrual to Flight Attendants, coffee maker/hair dryer/iron and board, complimentary transportation service. The Company will also make every effort to provide overnight accommodations within five (5) miles driving distance of the airport.

##### 3. Day Rooms

- a) For any scheduled sit time which exceeds four (4) hours, the Company will provide the Flight Attendant with a suitable single room lodging at a nearby hotel location.
- b) In lieu of a day room, the Company will offer, and the Flight Attendant may accept, a meal allowance of Twenty dollars (\$20.00).
- c) For any unscheduled sit time which exceeds three and a half hours, the Flight Attendant may request from scheduling a meal allowance of Twenty dollars (\$20.00) and the Company will consider hotel lodging as appropriate. This provision includes instances where a flight attendant has a scheduled sit time and an unscheduled sit time (for instance, a Flight Attendant with a 2.5 hour scheduled sit with an additional 1.5-hour unscheduled sit is entitled to this provision).

##### 4. Hotel Committee

The Company and the Union's Hotel Committee will meet at least once per year and more if requested by the Union, phone conference calls are preferred to review the suitability of lodging. The Company will furnish a list of the names and addresses of all lodging facilities. From this list, the Union will designate at least two (2) hotels that it finds acceptable from each city. The Company will make every effort to select Union-approved hotels. The Company will make prompt inquiries into complaints from the Union's Hotel Committee relating to deterioration of service, safety issues, and non-compliance with hotel contracts at any facilities and will take appropriate prompt action. The Union's Hotel Committee will be provided copies of reports and documents associated with incidents and/or instances of non-compliance, upon request.

C. Ground Transportation

1. The Company will provide transportation between the airport or training facility and the lodging facility.
2. At points other than the Flight Attendant's domicile where the Company's pre-arranged hotel transportation is not available within thirty (30) minutes from release from duty, the Flight Attendant may utilize a taxi service for conveyance to the hotel and be reimbursed by the Company.
3. If the Company's pre-arranged hotel transportation will cause the Flight Attendant to arrive at the airport more than thirty (30) minutes in advance of her/his show time, she/he may utilize a taxi service and be reimbursed by the company.
4. In the case of lengthy ground transportation following diversions or cancellations, the Company shall provide transportation separate from the passengers, unless no other reasonable transportation options are available.

D. Parking

1. At domiciles where free parking is not available at the airport, the Company will secure and pay for suitable parking. Such parking lot will have bus shuttle service at regular intervals.
2. Flight Attendants have the option of utilizing public transportation or what is commonly referred to as "park-and-ride" system in which they are able to park their vehicles at a public parking location(s) away from the airport or utilize public transportation to get to the airport. Flight Attendants will be reimbursed for utilizing such public transportation options described above or for the use of Company-provided parking up to the limit of the normal Company-provided parking. The Company may require receipts of all parking and transportation. The Company will create and communicate to the Flight Attendants the process for reimbursement and for each Flight Attendant to elect the option they will use (public transportation, public parking, or Company-provided parking). The option the FA chooses cannot be changed more than once a year, unless the Company approves.
3. In lieu of paid parking at her/his domicile, a Flight Attendant who lives in a city which is not her/his domicile may submit parking or public transportation receipts and be reimbursed up to the amount which the Company would have paid at the domicile.

E. Other Expenses

1. The Company will reimburse Flight Attendants for the pre-approved cost of passports, visas, inoculations and airport and passenger charges or taxes necessary for Company business. The Company will not pay for lost, stolen and damaged documents. The Flight Attendant will sign a "Release to Deduct for Document Expense" form authorizing the Company, upon a Flight Attendant's resignation or termination within six (6) months from expense, to deduct the pro-rated Document Expense from the Flight Attendant's payroll. The Flight Attendant will not suffer discipline nor a loss of pay during passport renewals or replacements for up to 45 days. The Company may extend this period if the Flight Attendant provides documentation satisfactory to the Company. The Flight Attendant is expected to file for renewal timely prior to expiration and/or replacement immediately upon loss of the passport.
2. All reimbursements shall be made in accordance with the Company's Travel policy of submitting appropriate documentation.



## SECTION 7

### FILLING OF VACANCIES AND MOVING EXPENSES

#### A. Filling of Vacancies

1. A Domicile vacancy is one where the Company determines there is an opening of more than ninety (90) days which it wishes to fill.
2. Domicile vacancies will be announced via the Company employee email Reference to all Flight Attendants systemwide and posted in a system designated by the Company. Such announcement will include a date and time upon which the vacancy bids will close, which will be at least 48 hours from the time the vacancy is posted.
3. Domicile vacancies will be awarded in accordance with seniority. Domicile vacancies that remain available after awarding bids will be assigned to the junior Flight Attendant systemwide or at the Company's discretion, by hiring a new Flight Attendant.
4. A Flight Attendant whose domicile bid is awarded will be notified via the Company's email system and a message will be posted in a system designated by the Company notifying Flight Attendants of the award and to check their Company email.
5. Prior to recalling furloughed Flight Attendants, a Flight Attendant who had been involuntarily transferred from the domicile where a vacancy exists will have her/his bid honored to return to the domicile, provided s/he is senior enough to hold it.

#### B. Temporary Vacancies (TDY)

1. A temporary vacancy is one where the Company determines there is an opening with an expected duration of ninety (90) days or less.
2. Temporary vacancies may be extended to a maximum of one hundred eighty (180) days (the original ninety (90) and up to an additional ninety (90), if necessary).
3. All temporary vacancies shall be offered systemwide with at least seventy-two (72) hours; notice prior to the closing of bids. Such bids will be awarded in system seniority order.
4. A Flight Attendant holding a temporary vacancy shall be entitled to bid monthly schedules at the domicile to which s/he is temporarily assigned, in accordance with her/his seniority.
5. A Flight Attendant awarded a temporary vacancy will be eligible for hotel accommodation for the duration of the temporary vacancy.
6. The Company will reimburse mileage at the applicable IRS rate for one round trip, if actually driven, between the Flight Attendant's permanent address and temporary domicile.

#### C. Moving Expenses - Eligibility

1. Moving expenses for a Flight Attendant will be paid by the Company when a Flight Attendant is forced to move from one domicile to another as a result of displacement, base closure or a reduction in force at the domicile. Moving expenses for all other Flight Attendant transfers shall be paid by the Flight Attendant. A Flight Attendant who is recalled from furlough and assigned to a base different than the one from which he/she is furloughed shall be eligible for paid moving expenses in accordance with this Section.
2. For any move involving a change of principal residence from Point A to Point B, the Flight Attendant must be able to produce documentation upon request by the Company to substantiate that he/she is relocating. A crash pad may be considered a principal residence if the Flight Attendant so chooses.

#### D. Moving Expense Coverage

The Company shall extend/ pay moving expenses as follows:

1. Prior to the Flight Attendant affecting the move, and at the Flight Attendant's request, the Company will extend one thousand five hundred (\$1,500) moving stipend to the Flight Attendant to help defray moving expenses. The Flight Attendant will not be required to submit receipts and the Company will treat the stipend as taxable income; however, the Flight Attendant may be required to submit proof of the move.
2. With the exception of a displaced Flight Attendant, any Flight Attendant who accepts moving expenses in accordance with this Section who resigns or is terminates her employment with the Company within six (6) months of receiving such stipend hereby authorizes the Company, to deduct the pro-rated amount from the Flight Attendant's payroll.
3. The Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease.
4. A Flight Attendant shall be eligible for moving expenses for twelve (12) months after commencement of line flying at the new domicile.

#### E. Moving Days

1. When the Company requires that a Flight Attendant move, the Flight Attendant will be given, upon written request at the time of the monthly schedule bid, four (4) consecutive (sequential, but not necessarily touching) work days off in conjunction with her/his move to the new domicile. For moves exceeding one thousand (1000) miles from domicile, the Company will provide additional days of leave for every five-hundred (500) or part thereof, based on AAA mileage from previous domicile to the new domicile. (i.e., five (5) days of leave for one thousand five hundred (1,500) miles. Such days shall be in addition to a Reserve or lineholder's regular days off. The Flight Attendant and Crew Scheduling will mutually designate which trips are dropped. If mutual agreement is unable to be reached, the decision will be made by the Inflight Department. Days off created by dropping trips for moving days will be in addition to any previously scheduled days off. Nothing herein will preclude the Company from granting additional moving days for extended moving distances.

Example: A Flight Attendant has a two-day trip which starts on the 11th. Then she/he has two days off. On the 15th, she/he has another two-day trip. She may request, and with Crew Scheduler concurrence, given paid moving days on the 11th and 12th and on the 15th and 16th.

2. If a Flight Attendant is not given moving days when the Flight Attendant has requested them (as reflected on the request submitted with the bid), the Flight Attendant will be considered on TDY status out of domicile commencing with the date requested and expenses in the Travel Expenses Section will apply until the beginning of the four-day period.
3. The provisions of this paragraph will not change the minimum guarantee of the Flight Attendant with respect to any trips dropped for the purpose of the move.
4. If a Flight Attendant voluntarily transfers to another domicile, he/she shall be granted three (3) consecutive days off in conjunction with the move. Conflicting trips shall be dropped from the Flight Attendant's schedule without pay. However, the Flight Attendant's minimum monthly guarantee will be protected.

- F. The Company shall be under no obligation to pay moving expenses for a new hire's move to his/her initial domicile assignment. The Company shall designate four (4) consecutive immovable days off for a new hire Flight Attendant within thirty (30) days of completion of initial training to facilitate transition. New hire Flight Attendants will be notified of their immovable days off prior to the commencement of the transition days.

## SECTION 8

### SCHEDULING

#### A. Union Scheduling Committee

1. The Company will consider recommendations of the Union's Scheduling Committee.
2. The Company will provide preliminary copies, to AFA, of trip pairings and monthly line constructions in the same manner and time frame that advance distribution of lines of flying is made within the Company. The Company will seek input from the Union on line construction and trip pairings at least forty-eight (48) hours before the release date and the Union will respond within twenty-four (24) hours after receiving the Company's intended pairings and constructions.
3. The Company will confer via the phone or schedule a meeting with the Union Scheduling Committee upon advance request to discuss line construction, pairing issues, and other scheduling concerns. The Company will maintain such records and documents as are deemed necessary by the Company and the Union to research and address scheduling problems and issues pertinent to the Scheduling Committee's activities.

#### B. Pairing Construction

1. All scheduled flying shall be built into one, two, three, four, and five-day trips.
2. Trip pairings that include a Continuous Duty Overnight (CDO) will be constructed with no more than 14 hours duty. These pairings will be built with a minimum of a five (5) hour layover, measured from block in to block out, and with a maximum of three (3) segments preceding the layover and two (2) segments following the layover.
3. Pairings shall be built to begin and end at the same base unless mutually agreed upon.
4. Pairings may contain flight deadheading as well as surface deadheading in addition to working flights.
5. The Company shall attempt to minimize sit times in excess of four (4) hours.
6. Each duty period in a pairing must be separated by a minimum of ten (10) hours of scheduled rest.
7. The time scheduled between legs (turn time) will be a reasonable period of time to accomplish deplaning, boarding, security searches and in no case may be scheduled for less than established minimum ground times as stated in our manual system. The Company and Union, when necessary, will meet and discuss to review turn times and consider adjustments recommendations.

#### C. Line Construction

1. Each calendar month will be one bid month except for the below months:

|           |           |   |
|-----------|-----------|---|
| January   | (30 days) | Jan 1 <sup>st</sup> -30 <sup>th</sup>         |
| February* | (30 days) | Jan 31 <sup>st</sup> -Mar 1 <sup>st</sup>     |
| March     | (30 days) | March 2 <sup>nd</sup> -March 31 <sup>st</sup> |

\*Leap Year will make February a 31-day bid period

2. Each lineholder bidline will contain a minimum of twelve (12) days off per bid month.
3. Each reserve bidline will contain a minimum of eleven (11) days off per bid month. No reserve line will contain more days off than any lineholder line.
4. Pairings will be separated by a minimum of ten hours of rest in domicile.
5. Bidlines may contain between 65 and 100 credit hours and the line average for a domicile may not exceed 95 credit hours.
6. All lines will be constructed with a minimum of one (1) calendar day free from duty within a seven (7) calendar day period in domicile.

7. Bid Lines. Bid lines of time shall consist of trips from the same domicile and days off. Reserve lines will consist of days of reserve availability and days off.

8. Reserve Lines

- a) Reserve lines shall be constructed with days of reserve periods, days off, and two (2) Golden Days selected by the Flight Attendant. Golden Days must be selected from the published bid line days off and provided to Crew Scheduling within 24 hours of the final bid award.
- b) A block of reserve days will not exceed a maximum of five (5) consecutive days of reserve availability.
- c) A minimum of eleven (11) days off will be provided each month, with at least one (1) block containing a minimum of three (3) consecutive days off.
- d) The Company may not move or assign flying on a Golden Day.

9. When a pairing consists of aircraft that require 2 or more flight attendants, the senior flight attendant may choose the position they wish to work for that calendar day provided the senior flight attendant reports to the aircraft on-time.

D. Bidding Eligibility

- 1. All Flight Attendants may bid for lines within their domicile as provided herein.
- 2. Flight Attendants who are scheduled to be unavailable for fifteen (15) days or more of the bid period, or returning from a leave of absence after the 15th of the bid month, will not be allowed to bid unless mutually agreed otherwise with the Inflight department.
- 3. A Flight Attendant returning from a worker's compensation or medical leave shall not be allowed to bid until cleared for full duty by her/his physician.
- 4. Flight Attendants not available for fifteen (15) days or more in a bid month because of vacation, military leave, training or union work leave will be allowed to bid.
- 5. Administration of partial lines
  - a) Lineholder: The Scheduling Department will create a line that complies with the prorated days off and may contain a combination of open trips and FX days.
  - b) Reserves: The Scheduling Department will construct a line that complies with the prorated days off.
  - c) A Flight Attendant's days off will be prorated using a ratio of 3:1 (days of the month available: days off) rounded up to the nearest whole number.

Example: Flight Attendant is available for 14 days of the month. 14 days divided by 3 equals 4.66. The Flight Attendant will receive a minimum of 5 days off.

| Administration of Partial Lines Formula: 3 days available: 1 day off (rounded up to the nearest whole number and a minimum of 5 days off) |          |
|---|----------|
| Days Available  | Days off |
| 13 to 17  | 5        |
| 18 to 20  | 6        |
| 21 to 24  | 7        |

- d) Her/his monthly guarantee shall be prorated.
- 6. The Flight Attendant trainers instructing Recurrent Training shall bid normally and flights on the dates they are teaching training will be dropped. Any time that a trainer will be instructing training in excess of fifteen (15) days, the Flight Attendant will not bid for that month and follow the provisions outlined in D.5.
- 7. Lines of preferential flying will not be built for Flight Attendants who are prohibited from flying for non-medical reasons. A Flight Attendant who is prohibited from flying may apply to be considered by the Company for a position other than a Flight Attendant and be subject to that positions' wage, benefit and work conditions. If the Flight Attendant is in a position other than a Flight Attendant, the Flight Attendant will remain on the seniority list subject to the provisions of this Agreement.

E. Schedule Bidding Procedures

1. The Bid Packet for bidding purposes will be made available electronically to all Flight Attendants at each domicile at or before 1700 ET on the 10th of each month. Additionally, the bid packet will be emailed to a Flight Attendant's Company email address.
2. The Bid Packet shall contain the following information: trips with layover information bid lines and reserve lines, vacation awards and open vacation slots for the remainder of the calendar year base awards and other information necessary for bidding. The Company will post on the Inflight Page a current seniority list, including status, prior to the publication of the bid package.
3. Bids will close by 1200 ET on the 15th of the month. Flight Attendants will submit bids via the Company's online bidding website.

F. Meal Opportunity

1. The Company recognizes the need to address the Flight Attendant's nutritional requirements during duty periods.
2. Flight Attendants may carry portable coolers and food bags containing their own food. Flight Attendants will use coolers which are in accordance with Company guidelines. Flight Attendants may eat on the aircraft while passengers are onboard. When practical, Flight Attendants are expected to do so discreetly and out of the direct view of passengers.
3. Flight Attendants are expected to obtain food during existing ground time or during unscheduled ground delays. In the event of down line delays after the initial pairing of the day and during a scheduled day of seven (7) hours or more, Flight Attendants may ask the PIC to delay boarding up to ten (10) minutes to acquire food. Every effort should be made to maintain scheduled departures.

G. Buddy Bidding

If and when the Company's fleet has 80% of passenger aircraft that require more than one (1) Flight Attendant the parties will meet to discuss implementation of a buddy bidding process.

H. Awarding of Bids

1. Bid lines and Reserve lines will be awarded based on seniority within the domicile.
2. Initial Bid Awards:
  - a) Initial Bid Awards for hard lines shall be distributed to Flight Attendants at each domicile and posted electronically, by 1700 ET on 15th of the month. Upon awarding of the initial bid award, Crew Planning will make only the necessary adjustments to lines to provide for the month-to-month interface, vacation, training, minimum days free from duty, AFA days and other approved leaves. All open flying will be shown in Line Improvement.
3. Flight Attendants will have twenty-four (24) hours to protest the bid award.
4. Flight Attendant to Flight Attendant trading will open with 1st Line Improvement.

I. Line Improvement

1. Initial Line improvement will open at 1300 ET on the 19th of the month and close at 1500 ET on the 20th of the month. Flight Attendants will submit requests for available trips and requests will be processed in seniority order within the domicile after the close of the improvement bid. Flight Attendants may request to drop, add trips on days off or to "swap" trips with available Open Time trips. Awards from the 1st Line Improvement will be posted by 2100 on the 20th of the month.
2. Secondary Line improvement will open at 1300 ET on the 21th of the month and close at 1500 ET on the 22th of the month. Flight Attendants will submit requests for available trips and requests will be processed in seniority order within the domicile after the close of the improvement bid. Flight Attendants may request to

drop, add trips on days off or to "swap" trips with available Open Time trips. Final bid awards will be posted by 2100 on the 22nd of the month.

3. The Company shall process trip adjustments for the 1st and 2nd Line Improvement periods. Adjustments will be processed in the following manner:
  - a) Same calendar day trades will be automatically approved provided they comply with all legalities within this Section.
  - b) Trades involving different calendar days will be approved. However, if the Company determines there is a coverage problem on certain day(s), the Company may deny the trade.
  - c) Straight adds will be automatically approved provided they comply with all legalities within this Section.
  - d) Straight drops will be approved if adequate reserve coverage as determined by the Company exists.
4. There is no limit on the number of adjustments made during the Line Improvement.
5. During Line Improvement, a Flight Attendant shall not be permitted to pick up or trade with a trip which is out of domicile.
6. Final Schedules

The Final Bid Awards will be posted on the 23rd at noon ET and will contain the award for hard lines and reserve schedules and all open flying.

7. Daily Open Time will be available for trading by 1300 ET on the 23rd of the month and will be first- come, first-served.

#### J. Rest and Duty Limitations

1. A Flight Attendant's duty will commence at report time for her/his flight and end fifteen (15) minutes after block in on the last flight of the duty period on flights. Report time at domicile is one (1) hour prior to departure and at an outstation, report time is forty-five (45) minutes prior to departure. Report time may be reduced by up to fifteen (15) minutes with nine (9) hours notification through positive verbal contact; however, if the Flight Attendant must perform a security search and the departure is delayed, he/she will not be charged with the delay.
2. Flight Attendants will be scheduled with a minimum of ten (10) hours of rest between duty periods within a pairing.
3. On an overnight, if there is no hotel for the Flight Attendant, the Company will make arrangements for a hotel room and her/his rest will not begin until Flight Attendant receives confirmation and will be staying at the same hotel. If the Flight Attendant must travel to a different hotel, his/her rest will begin upon check-in at the next hotel and the Company will arrange for transportation. The Flight Attendant must take the arranged transportation directly to the confirmed hotel and check in upon arrival. Once checked in, he or she must call crew scheduling to confirm the commencement of rest.
4. A Flight Attendant will be scheduled for and will receive one (1) calendar day off in domicile in seven (7) calendar days. If a Flight Attendant agrees and due to the needs of the operation, a 1 calendar day free within 7 calendar day period will be allowed outside of domicile.
5. A Flight Attendant will not be scheduled / rescheduled to exceed fourteen (14) hours of duty per duty period. A Flight Attendant will not be required to remain on duty to complete a duty period of more than sixteen (16) hours.
6. All FARs will be followed unless the provisions of this Section are more restrictive.

#### K. Month to Month Interface (Carry-over)

1. Trips begun in the previous bid period will be continued into the new bid period (i.e., a continuation of the trip).
2. The monthly interface period shall consist of either the longest trip sequence in the domicile, or the first three (3) days of the month, whichever is greater.

3. Trips which conflict during the interface may be adjusted as required to complete a logical sequence providing all provisions of this Agreement and FARs are followed. Any adjustment in a Flight Attendant's bid line will be completed in a manner as to maintain as closely as possible the original value of the bid line.
4. Other trips which do not conflict, but which cannot be flown due to guidelines established in this Section will be dropped and the value of the awarded line adjusted accordingly.
5. Any minimum days off lost due to transition must be restored using the Lost Day Off Procedures in Section S.

L. FX Days

1. FX days, or trips, may be placed on a Flight Attendant's schedule under the below circumstances:
  - a) The days which have had trips dropped during the interface period.
  - b) Portion(s) of trips removed due to FAR legalities or contractual provisions regarding duty/rest limitations
  - c) If trips conflict with vacation, those trips will be removed in their entirety and the calendar day before and after vacation will remain days off. The Flight Attendant's guarantee will not be adjusted. FX days may be placed on days of trips that conflict with the vacation and fall outside of the vacation period except for the day prior to the start and immediately following the end of the vacation period.
  - d) Trips which conflict with training dates will be split if possible, and if not possible, the days outside of the training period may be assigned FX or have an open trip placed on them.
2. If an FX day is placed on the line, the value of the FX day will be the greater of the minimum daily value of the original duty period(s) dropped, or the value of what the Flight Attendant works on that day, if assigned. Any time assigned or performed outside of a Flight Attendant's original duty period footprint will be paid at extension pay value.
3. FX days will be administered as follows:
  - a) FX days shall not be considered days off pursuant to C.2-3.
  - b) The number of FX days shall not exceed the number of actual carry-over trip days.
  - c) Flight Attendant may be assigned a trip on her/his FX day(s), as long as the assignment will not cause the Flight Attendant to exceed ninety-five (95) credit hours or does not conflict with any other legality in this Section or any Federal regulation. Such trip shall not interfere with remaining trips on her/his line.
  - d) A Flight Attendant may trade her/his FX day(s) assignment with another FA (one-way trade or trade with a trip) utilizing the Flight Attendant trade board provided it does not split a block of consecutive FX days. The trading partner will accept the FX day(s).
  - e) If a Flight Attendant has a block of three (3) or more FX days, any trade must result in the Flight Attendant retaining at least two (2) consecutive FX days or trading away at least two (2) consecutive days. A Flight Attendant may trade all of the FX days.
  - f) If a Flight Attendant has an FX day(s) placed on her/his line, she/he may elect to pick up a trip(s) the days of the FX assignment through the automated system on those FX day(s) in lieu of "sitting FX" during 1st or 2nd Line Improvement or from Daily Open Time.
    - (1) If a Flight Attendant has a block of three (3) or more FX days, any placement of trips must result in the remaining FX days being consecutive. A Flight Attendant may trade all of the FX days.
4. The Company may assign flying to a Line Holder on a FX day under the following guidelines:
  - a) The period of availability (period of contactability) will begin 1 ½ hours prior to the show time of the original duty period for that day and end at the original duty period termination. If assigned a trip, the Flight Attendant's show time will not be earlier than that of the original duty period.
  - b) A Flight Attendant may be given an assignment that terminates later than her/his original duty period. However, a Flight Attendant will receive extension pay for any time that is outside of the footprint of the original duty period.

M. Administration of the Schedule After the Final Bid Schedules

1. Daily Open Time Adjustments

- a) All "Open Time " that remains available after the secondary line improvement period will be updated and posted continuously in the Company electronic System. Open Time shall consist of all trips not assigned in lines, trips dropped for Union business, trip drop requests from Flight Attendants and flying that becomes available for any reason. Open time for the current and future month will be posted on the website and updated continuously.
- b) Flight Attendants may, at their sole option, pick up open time trip(s) or open Reserve Days which drop them below the minimum guaranteed days off. Flight Attendants may pick up, add or trade trips to an unlimited number of credit hours.
- c) Open Time awards will be made on a first-come, first-served basis.
- d) A Flight Attendant may pick up a trip and/or trade a trip with open flying out of domicile with crew scheduler approval. If approved, such Flight Attendant is not entitled to positive space travel, per diem (other than what is normally paid for in base trips), deadhead pay to/from the trip or lodging expenses incurred due to flying an out of domicile trip. Additionally, surface transportation or non-revenue flight travel on days other than trip days are not considered days of work.
- e) A Flight Attendant may drop down to sixty-five (65) credit hours as a result of dropping trips into or trading with Open Time.
- f) Crew Scheduling may post Reserve Day(s) for pick-up at least 24 hours prior to day(s) of inadequate reserve coverage. A lineholder may pick up a reserve day(s), if available, on a first come first serve basis. A lineholder who picks up a reserve day will be paid above the guarantee, the minimum daily value or the value of what she/he works for that day.

2. Trades with Open Time

- a) Flight Attendants may drop trips into open time. The trip drop will not be denied if there is adequate reserve coverage at the domicile and the drop does not bring the Flight Attendant below sixty-five (65) credit hours. The Reserve grid will be posted daily in Company's electronic system.
- b) A Flight Attendant may elect to have the FX days dropped from her/his schedule and have her/his monthly guarantee adjusted accordingly.
- c) Trading a Trip with Open Time
  - (1) A Flight Attendant may trade her/his trip with trip(s) in open flying.
  - (2) Trip trades with open flying in the same domicile that cover the same day(s) shall be automatically approved.
  - (3) Trip trades with open flying that do not cover the same days, the same number of days or are for different domiciles shall be subject to adequate reserve staffing.
  - (4) Picking Up a Trip from Open Time
    - (i) Straight pick-ups will be automatically approved as long as it complies with all provisions of this Section.
    - (ii) The cutoff time to pick up a trip from Open Time is 24 hours before the trip reports.

3. Trades Between Flight Attendants

- a) The Company will maintain an electronic means for Flight Attendants to trade with other Flight Attendants at their domiciles. Trades will be approved as long as the trade is legal pursuant to the FARs, this Agreement, and occurs three (3) hours prior to the report time of the earliest trip. Such trade will be automatically approved.
- b) Trades do not have to be of equal value or covering the same days.
- c) A Flight Attendant may drop her/his trip to another Flight Attendant until 24 hours before the trip reports.
- d) Flight Attendants are responsible for any trades or drops putting them below sixty-five (65) credit hours. Trades with or drops to another Flight Attendant will be approved unless it brings a Flight Attendant below fifty (50) credit hours.



#### N. Deadheading

1. All deadhead flights shall be on Part 121 scheduled carriers. The Company may offer to deadhead a Flight Attendant on a part 135 carrier in order to return him or her to domicile; however, the Flight Attendant may refuse such deadhead.
  - a) Regularly scheduled deadhead segments will be booked on a positive space basis. Boarding will be accomplished according to the priorities established by the Company and in conjunction with the policies of other companies on which deadheading is scheduled. Scheduled deadheads to and from flight duty and training will be positive space status. When deadheading from flight duty and training the Flight Attendant will be scheduled positive space on the first available flight, consistent with published schedule times.
  - b) Flight Attendant deadheads will be booked space positive when traveling to/from domicile to mandatory meetings.
  - c) When deadheads are required, the Company will deadhead the Flight Attendant within four hours or less. In the event of a deadhead requiring the Flight Attendant to sit for more than four hours, the Flight Attendant will be entitled to the provisions of Section 6.B.3. (Day Rooms).
2. When a Flight Attendant is required by the Company to deadhead by air or ground, she/he will receive pay and credit pursuant to Section 4 (Compensation).
3. Flight Attendants will be on duty, for the purposes of this Agreement, while deadheading.
4. The Company will engage a professional, licensed and insured livery company when deadheading Flight Attendants via ground services when such deadheading is required. Flight Attendants will not be required to rent a vehicle or use their own personal vehicle for surface deadhead.
5. Deadheading from Flight Duty: Release from deadhead

On the last day of a trip, at report time, a Flight Attendant may call to be released from the deadhead after flight duty. The Flight Attendant must call Crew Scheduling after the last live leg. If the Flight Attendant is not given a flight assignment on the call, he/she will be released. A Flight Attendant will receive pay and credit for any deadhead segments voluntarily dropped as though she/he had flown the deadhead(s).

6. When deadheading occurs at the beginning of a duty period, such duty time will commence at the report time for the deadhead segment.
7. When deadheading occurs at the end of the duty period, such duty time will end at block in time.
8. If a day involves deadheading only, a Flight Attendant shall be paid and credited at her/his applicable rate with the greater of the minimum daily value, or actual hours in the deadhead.
9. Alternate Deadhead to Flight Duty
  - a) When the first scheduled leg(s) of a trip contains a deadhead leg(s) to flight duty, a Flight Attendant may request to utilize alternate transportation to the flight duty point. Such request shall be granted by Crew Scheduling provided:
    - (1) Request to utilize alternate transportation is made greater than 24 hours before show time of trip.
    - (2) The alternate deadhead(s) are scheduled to arrive by the originally scheduled arrival time, or at least one hour prior to the first scheduled flights departure time, at the flight duty airport, whichever is earlier.

#### O. Order of Assignment of Uncovered Flying

Any uncovered flying during the bid month will be assigned in the following manner:

1. Any uncovered flying will first be posted in Daily Open Time for pick-up. However, any flying that becomes available less than three calendar days prior to its day of check-in does not have to be posted in Open Time.
2. Any Daily Open Time trips may be assigned under this procedure three calendar days prior to its day of departure.
3. Uncovered flying will be assigned to Flight Attendants in the following order.

- a) Reassignment to a Flight Attendant on FX status in reverse seniority order.
- b) If no Flight Attendant on FX status is legal and available for the assignment, it will be assigned to a Reserve (Reserve in domicile and then Reserve out of domicile) in accordance with the Reserve Assignment rules in the Reserve Section.
- c) If there is no FX or reserve Flight Attendant available, then a Flight Attendant on duty may be reassigned/ rescheduled within the fourteen hour (14) scheduled duty limit. Reserves currently on duty will be rescheduled or extended prior to a lineholder on duty being rescheduled or extended if both are available and legal for the extension/reschedule.
- d) If no one on duty that day is available, then Crew Scheduling may assign the flight as a Junior Assignment per P. below.

P. Rescheduling and Extensions

1. Reschedules. To protect the integrity of the operation, the Company may reassign/ reschedule a Lineholder's trip by adding or deleting flights or assigning the Flight Attendant to a different flight(s) before or after the lineholder's trip if positive contact is made with the Flight Attendant.

The reschedule must get the Flight Attendant back to domicile on the same day as her/his original assignment. The Flight Attendant will be paid the greater of the value of the original flight(s) impacted or what she/he flies. Additionally, the Flight Attendant will be paid the extension pay value of any time worked outside of her/his original duty period foot print.

2. Extensions. A Line holder may be extended through involuntary assignment of additional flight(s) provided that the additional flights are scheduled to depart from the lineholder's domicile after her/his originally scheduled duty out time.
  - a) An extension occurs when a Flight Attendant is assigned additional flying in excess of her/his original assignment.
  - b) If a Lineholder is extended, the Flight Attendant will be paid a premium at the extension pay value of her/his applicable hourly pay rate for the value of the time worked beyond the scheduled block-in time of the last flight of the originally scheduled trip.
3. The Company will not reschedule or extend a Flight Attendant's duty period such that she/he is scheduled in excess of sixteen (16) hours of duty per duty period.
4. Extension into a Day Off: If a Flight Attendant is flown into a scheduled day off, he or she will receive the Lost Day Off Restoration provisions below.
5. Flown Past Midnight: If a Flight Attendant is on duty past 12am midnight into a scheduled day off, he or she will receive the Lost Day Off Restoration provisions below.
6. Downgrade. If a flight is downgraded resulting in the assignment of a lower number of Flight Attendants, the junior most Flight Attendant(s) will work the pairing unless the junior most Flight Attendant is on reserve. A Flight Attendant who is released from such an assignment may be assigned to new flying so long as the new assignment is made within two (2) hours after her/his release from the downgraded aircraft.

Q. Junior Assignment

1. When necessary to protect the integrity of flight schedules, Crew Scheduling may assign uncovered flying to a legal and available Flight Attendants on their scheduled day off. The following process shall be followed:
  - a) Provided all reserves, FX day Flight Attendants and Flight Attendants on duty are not available for the assignment. The Company will begin by attempting to contact Flight Attendants who are on a day off for the open assignment in inverse seniority order. Once contact is made with the most junior Flight Attendant contactable who is legal and available, she/he will be given the assignment.
  - b) Positive, verbal contact must be made with the Flight Attendant in order for the Junior Assignment to be considered an assignment.

2. Junior assignments may not be made more than twenty-four (24) hours before the check-in time of the trip. A Flight Attendant will not be junior assigned more than two (2) time in a bid month without his or her consent.
3. A Flight Attendant who is junior assigned will receive junior assignment pay.
4. A Flight Attendant will not be junior assigned for reserve duty.

R. Trip Cancellation

1. If a Lineholder is ready and available to fly and her/his scheduled trip, or portion thereof, is cancelled due to weather, mechanical or other operational issue, she/he will either be reassigned within a two-hour period or be released.
2. Any reassignment given after a trip cancellation will be governed by provisions in Section 8.P. (Rescheduling and Extensions).
3. For the purposes of flight pay:
  - a) A Flight Attendant not given a flight assignment pursuant to this paragraph will receive pay and credit for the original trip.
  - b) A Flight Attendant who is given a flight assignment pursuant to this Paragraph, will receive pay and credit for the greater of the rescheduled trip or her/his original trip/flights.

S. Lost Day Off Restoration

1. If a day off is lost, the Flight Attendant will be paid for the day off or have the day off restored.
2. The Flight Attendant must notify Crew Scheduling of the choice to have the day off restored or to be paid for the day within 24 hours of the pairing termination. If the Flight Attendant does not make an indication, he or she will be paid for the day off lost and it will not be restored.
3. If the Flight Attendant requests pay for the day off, then lost day off pay will apply.
4. If the Flight Attendant requests the day off to be restored, he or she will submit four (4) choices for the days off to be restored in the same bid period and Crew Scheduling will make every effort to accommodate the Flight Attendant's choice(s). Bidline modification may be required, but bidline value and minimum pay guarantee will not be decreased. If by the 22nd of the month the off day cannot be restored in the same pay period, it will be paid as in Section 8.R.3.

T. Notification

1. Unless she/he is on reserve status, the Company will only contact a Flight Attendant between the hours of 2200 and 0800 because of personal or family emergency or because of a schedule change, a delay in excess of one hour or a cancellation. The Company will time the contact to minimize the disruption of a Flight Attendant's rest.
2. The Company may not contact a Flight Attendant during any minimum rest period for purposes of advising her/him of a scheduling or rescheduling change or any other assignment except during the first or last hour of the rest period. The Company may contact at any time during such rest for a family emergency.
3. Flight Attendants are not obligated to answer their telephones during periods when the Flight Attendant is not on duty.

U. General

1. In the event that a Flight Attendant is removed from her/his trip and replaced by a member of Inflight management or Inflight Training for the purpose of IOE, check-rides, training etc. then that Flight Attendant shall either be immediately reassigned to a trip that is scheduled to return to the domicile no later than the originally scheduled trip or be free from duty for the duration of the trip. Such Flight Attendant shall receive pay and credit as if she/he flown the trip or the rescheduled trip, whichever is greater.
2. All Flight Attendant calls to and from Scheduling will be taped on a recorded line and the recordings will be available for a minimum of sixty (60) days.

3. The Company may not assign flying to a Flight Attendant such that she/he is projected over one hundred (100) credit hours.

V. FAR Compliance

If the applicable Federal Aviation Regulations change before this Agreement becomes amendable, the Union and the Company will meet to negotiate changes to Sections 8 (Scheduling) and Section 9 (Reserve) to comply timely with the new regulations.

## SECTION 9

### RESERVE FLIGHT ATTENDANTS

- A. A Reserve Flight Attendant is one who does not hold a line of regular flight assignments and who is available to fly during assigned reserve periods.
- B. Reserve lines will be published in accordance with the Scheduling Section. The Company will maintain an adequate number of Flight Attendants on reserve reasonably necessary to fill the needs of the operation.
- C. Crew Scheduling will call a Flight Attendant with his/her reserve assignment.
  - 1. A reserve assignment may be made but will not be effective earlier than seventy-two (72) hours prior to the pairing's departure.
  - 2. A Reserve Flight Attendant is not required to answer or respond to a call from Crew Scheduling outside of their reserve period.
  - 3. A Reserve Flight Attendant who has been called by Scheduling during a reserve period by the Company for reserve assignment but who has not been reached personally must respond within fifteen (15) minutes of the phone call or she/he will be considered unavailable for contact.
  - 4. A Reserve Flight Attendant will have at least a one and one half (1 ½) hours call-out time to an assignment. If a Flight Attendant is given less than one and one half (1 ½) hours to report to the airport, he/she shall make his/her best effort to report at the designated time. However, if the Flight Attendant does not arrive before one and one half (1 ½) hours, she/he will not be subject for discipline.
- D. Reserve Period
  - 1. The Reserve Period (RSV) for a reserve will be no longer than twelve (12) continuous hours.
  - 2. RSVs will be either R1 or R2 and will be indicated in the bid packet and will be consistent for the bid month within each reserve line.
    - a) R1: Any RSV that starts between 0200 – 0859
    - b) R2: Any RSV that starts between 0900 – 1600
  - 3. Crew Scheduling will not change a Flight Attendant's awarded RSV period start time unless it must be shifted to allow for ten (10) hours rest in domicile. If the start time is changed, then it must still be within the same R1 or R2 window unless the additional rest required does not allow for that. Only subsequent RSVs in the same block of reserve days may be changed. The Flight Attendant may agree to have his or her rest reduced to FAR minimum rest.
  - 4. A Reserve Flight Attendant is given an assignment, time spent on RSV will be considered duty time for the purposes of determining scheduled duty limitations. A reserve Flight Attendant cannot be assigned a duty period either greater than fourteen (14) hours from the time of report at the airport for the purposes of flight duty to release from flight duty or sixteen (16) hours from the beginning of the RSV period to release from flight duty. Ready reserve will be considered flight duty for purposes of these limitations.
  - 5. If a reserve has not been given an assignment by the end of his/her RSV on the last day of his or her block of reserve days, he or she will automatically be released for that calendar day.
  - 6. If a reserve has not been given an assignment by two (2) hours prior the end of his/her RSV on the last day of his/her block of reserve days, he/she may request a release from Crew Scheduling.
  - 7. If a Flight Attendant is on reserve and does not receive an assignment for that day, that day may not be considered a day off.

- E. Ready Reserve
1. A Reserve Flight Attendant may be assigned to be on ready reserve at the airport on any scheduled reserve day. Ready reserve may be assigned to reserve Flight Attendants for periods of up to six (6) hours.
  2. Ready reserve is duty time which commences at the Flight Attendant's report to the airport. A Flight Attendant on ready reserve may be assigned a trip(s) or portions of a trip(s) commencing within the six (6) hour period. Upon completion of a ready reserve assignment, a Flight Attendant who has not been assigned will be released for the remainder of the calendar day or for legal rest, whichever is longer.
  3. A Flight Attendant who is assigned Ready Reserve may not be scheduled for duty in excess of twelve (12) hours inclusive of home reserve time, Airport Reserve sit time and any flight assignment(s), unless agreed to by the Flight Attendant.
  4. A Flight Attendant on ready reserve will receive per diem at the rates set forth in Section 6.A. (Per Diem Allowance).
  5. Flight Attendants assigned Ready Reserve will be paid four (4) credit hours or actual hours flown whichever is greater. If duty time exceeds ten (10) hours Flight Attendants will be paid five credit hour or actual hours flown whichever is greater.
  6. The Company will provide access to suitable space for Flight Attendants assigned Ready Reserve at each designated crew base.
- F. Reserve Assignments
1. Flight Attendants will be assigned based on the below criteria:
    - a) Maximize utilization of available duty periods
    - b) RFV (Fly First)
    - c) RNV (Fly Last)
  2. Flight Attendants may indicate a preference for being RFV "fly first" or RNV "fly last" by contacting crew scheduling prior to start of the bid month.
  3. Assignment of reserve flying will be determined based on the Flight Attendant's indicated preference relative to her/his seniority and the following parameters in order:
    - a) Flying preference
    - b) Days available
    - c) First in, first out
    - d) Equalizing credit
  4. During the term of this agreement the Company and the Union agree the Company may replace Section 9.F.3. above with a mutually agreed on process to assign reserve flying based on equalization of credits as the first criteria for assignment.
- G. A reserve Flight Attendant is required to contact Crew Scheduling at the end of his/her flight assignment. During this contact, a Flight Attendant on reserve only will be advised as follows:
1. Released into rest
  2. Given an additional assignment
- H. Reserve Flight Attendants who have not received an assignment by the end of the RSV will not be required to be available for call out until the start of the next RSV. Reserve Flight Attendants may not be assigned into a day off; however, if an assignment that was scheduled to terminate on a scheduled reserve day carries over into the following calendar day off, the Flight Attendant will be paid the greater of one hundred fifty percent (150%) pay for all credit for that duty period or one hundred fifty percent (150%) of four (4) hours, whichever is greater, paid over and above guarantee. In lieu of pay, the Reserve may request an additional day off under the provisions of Section 8.S. (Lost Day Off Restoration) and it will be granted.

- I. Rest in domicile between reserve availability periods will be scheduled for a minimum of ten (10) hours.
- J. For purposes of calculating days off, a reserve day will not be considered a day off.
- K. Reserves may trade days of availability and days off through the Flight Attendant Trade Board in the Company's electronic system.
- L. Trip pick up while on Reserve
  - 1. Reserve Flight Attendants may pick up trips from Open Time on her/his day(s) off after line improvement is closed provided all minimum rest requirements are complied with and the trip does not conflict with:
    - a) Any contractual or FAR legality, or
    - b) A scheduled trip, or
    - c) A reserve period (RSV)
  - 2. When a trip exists in Open Time, it will be first come, first served, as to who is awarded the trip for both Line Holders and Reserve Flight Attendants.
  - 3. When a RSV Flight Attendant picks up a trip, they will be considered a Line Holder for that day in terms of FX, PAP, etc.
  - 4. A Flight Attendant who voluntarily picks up a trip on their day off is not eligible for Lost Day Off Pay.

## SECTION 10

### SICK LEAVE

- A. Flight Attendants will accrue sick leave at the rate of 3.0 hours for each month of active service. Except as otherwise noted in this Agreement, a Flight Attendant will retain but not accrue sick leave benefits while on furlough or leave of absence. Flight Attendants may utilize accrued sick leave beginning 90 days after Date of Hire.
- B. A Flight Attendant's sick leave account balance will be posted electronically on a Flight Attendant's pay sheet or a location mutually agreed upon by the Company and the Union.
- C. Sick Leave Credit
  1. A Flight Attendant who is unable to perform his/her assigned duty due to illness or injury will be paid for trip(s) missed and will have the value of the trip(s) deducted from accrued sick leave. For a Reserve Flight Attendant unavailable due to illness or injury on a reserve day, the amount paid and deducted will be three (3.0) hours.
  2. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick leave on the days he/she was not scheduled to be available for flight duty.
  3. For sick leave occurrence purposes, sick calls for consecutive reserve days or touching trips shall be considered one occurrence.
- D. If the Flight Attendant does not have sufficient sick leave credit, the Flight Attendant's guarantee for the month will be reduced by the trip hours of any trip(s) missed in excess of available sick leave credit or minimum daily guarantee for a reserve day.
- E. Sick Leave Procedures
  1. A Flight Attendant calling in sick will be required to call Crew Scheduling once per trip. A reserve Flight Attendant will be marked sick for the duration of the affected reserve period until such time as the Flight Attendant calls in well. A Flight Attendant will not be required to discuss the details or nature of an illness or injury with a Crew Scheduler or supervisor.
  2. A Flight Attendant will notify Crew Scheduling if he/she is able to return to work and will coordinate his/her return to duty. A Flight Attendant will be returned to his/her original schedule as soon as practicable. If the Flight Attendant cannot be returned to his/her original trip, the Flight Attendant may be put on "FX" status.
  3. The Company may require a Flight Attendant to complete FMLA eligibility paperwork when she/he has more than three (3) consecutive days of missed work due to an illness or injury. The Flight Attendant will have fifteen (15) days to submit the paperwork from the date of notification by the Company. Extensions may be granted by the Sr. Director of Human Resources.
- F. Sick While on a Trip
  1. If a Flight Attendant becomes sick or injured while on a trip, and it is determined by a doctor that the Flight Attendant is not fit to fly, or that flying will aggravate his/her condition, the Company will provide hotel accommodations until the Flight Attendant is cleared by the doctor to fly and he/she shall be provided with positive space travel to the domicile.
  2. A Flight Attendant who becomes sick while on a trip, shall at his/her request, be allowed to deadhead to his/her domicile, if doing so would not jeopardize a Flight Attendant's health. At his/her option, such Flight Attendant may instead be released and arrange his/her own transportation (non-rev, ground, etc.) to his/her city of residence.



## SECTION 11

### VACATION

#### A. Vacation Accrual

Flight Attendants will accrue vacation in the following manner:

1. The vacation year is defined as the calendar year, January 1 through December 31.
2. Once the Flight Attendant's term of employment continues past January 1 of a calendar year, the Flight Attendant will revert to a calendar year vacation accrual system according to the following schedule:
  - a) During the first full calendar year of employment, the Flight Attendant will accrue seven (7) vacation days. During the year in which they are hired, Flight Attendants will accrue vacation on a prorated basis which will be determined based on the month in which they were hired and which they make take any time in the following year. The following schedule will apply:

| Month Hired | # of Days | Month Hired | # of Days |
|-------------|-----------|-------------|-----------|
| January     | 7         | July        | 4         |
| February    | 7         | August      | 4         |
| March       | 6         | September   | 3         |
| April       | 6         | October     | 2         |
| May         | 5         | November    | 2         |
| June        | 5         | December    | 1         |

- b) During the second (2nd) year until completion of the fifth (5th) year of employment, the Flight Attendant will accrue fourteen (14) vacation days.
  - c) During the sixth (6th) year and in all subsequent years, Flight Attendants will accrue twenty-one (21) vacation days.
  - d) For clarification only, a Flight Attendant is eligible to take vacation in the calendar year following his/her accrual anniversary. As such, a Flight Attendant's full year longevity as of January 1st governs the number of vacation days for that calendar year.

#### B. Vacation Credit

Each day of vacation will be credited at the Minimum Day Pay at the Flight Attendant's hourly rate.

#### C. Bidding Procedures

1. Yearly Bidding - Posting of Bids
  - a) Vacation will be bid and taken in one-week increments, unless otherwise agreed in advance by Inflight Management, Crew Scheduling, and the Flight Attendant. A week is defined as Monday through Sunday.
  - b) The Company will post available vacation for the following calendar year by October 5th and follow the below schedule:
    - (1) October 5– posting of Vacation Slots and bidding begins for round one
    - (2) October 11 – round one closes and vacation awards are posted October 12
    - (3) October 12 – round two bidding opens
    - (4) October 18 – round two vacation bid closes and awards are posted October 19
  - c) The Company shall make sufficient vacation periods available for each Flight Attendant to bid all her/his allotted vacation time.
  - d) All days of the calendar year will be available for vacation during the October round of bidding.

- e) Flight Attendants shall submit their vacation bid to [FAVacations@Silverairways.com](mailto:FAVacations@Silverairways.com).
  - f) Vacation periods will be awarded on the basis of seniority. Each Flight Attendant will have all her/his vacation period(s) awarded based on preference and availability before continuing to the next most senior Flight Attendant.
  - g) Flight Attendants who fail to bid or have un-awarded vacation weeks in the annual October bid will have that vacation banked and must use it on available slots within that calendar year.
  - h) The Company will include a complete yearly summary of awarded vacation for all Flight Attendants in the monthly bid packet each month.
2. Monthly Bidding Procedures
- a) Additional vacation slots will be available during the year as a result of Flight Attendant resignations, unfilled vacation slots, cancellations, leaves of absence or for any other reason. These vacation slots will be posted to all Flight Attendants in the monthly bid packet.
  - b) Flight Attendants will bid for available vacation by electronically submitting their bids.
  - c) Flight Attendants may bid for any available vacation slot until the 10th of the month prior to the month containing the vacation slot and the vacation bid will be awarded if the slot is available.
  - d) Bids will be awarded on a first-come-first-served basis. If more than one Flight Attendant bids for the same vacation time on the same day, seniority will prevail. The awards shall be published the following month with the employee number and bid date of the Flight Attendants who were awarded the slots.
- D. Vacation Periods
- 1. A Flight Attendant bidding for a week of vacation (Monday through Sunday) will bid all days consecutively in a single bid period.
  - 2. A Flight Attendant bidding days of vacation will follow the schedule below:
    - a) 7 or fewer days, 1 vacation period.
    - b) 8 - 14 days, 2 vacation bid periods.
    - c) 15 - 21 days, 3 vacation bid periods.
- E. A Flight Attendant may move her/his vacation period +/- three (3) days either earlier or later by giving notice to the Crew Planning Department prior to the start of the Line Improvement period. The request will be granted if staffing permits determined by planning. If a Flight Attendant is delayed into a scheduled vacation period (considered 0001, local time on the first day of vacation) at an outstation, due to any reason, the Flight Attendant is entitled to depart out of the outstation as a "must ride" to return home. The Flight Attendant's vacation period will be considered to have started on the second day of her vacation and the vacation day lost will be restored at the end of her/his vacation period.
- F. Working While on Vacation
- 1. Whenever the Company requests, and the Flight Attendant accepts, a duty assignment on a scheduled vacation day, the Flight Attendant will be compensated for the value of the work performed on that day in addition to the vacation pay.
  - 2. Based on the needs of the operation and if approved in advance by the Company, a Flight Attendant may pick up from Open Time during their vacation and shall be credited an additional two (2) hours of credit, per vacation day worked in addition to their vacation pay and any trip time.
  - 3. A Flight Attendant shall be able to pick up an assignment from another flight attendant over their vacation period and will be paid trip time and vacation pay but will not receive an additional two (2) hours of credit.

#### G. Vacation Cancellation

1. If the Company makes the determination that operational necessity compels the canceling of vacation, the Company may cancel a Flight Attendant's vacation utilizing the process outlined below.
2. The Company must notify Union MEC officers to discuss the situation that necessitates the cancellation and upon request, provide information as to the reason for the cancellation.
3. The Company may cancel Flight Attendant vacation(s) in inverse seniority order and must provide a minimum of two (2) weeks' notice. The Flight Attendant(s) will be advised of the cancellation in writing with a copy to the Union.
4. If a Flight Attendant's vacation is canceled, the following will apply:
  - a) The Flight Attendant will be awarded her/his original bid line trips without vacation applied, if still available. If not available, trips will be assigned on the originally scheduled work days. A reserve will be assigned reserve day(s) on the originally scheduled reserve days.
  - b) The Flight Attendant whose vacation is canceled may elect one of the following options:
    - (1) Receive pay and credit for the vacation period as if the vacation had been taken.
    - (2) Select a mutually agreed-to vacation time period to replace the one cancelled.
    - (3) Defer her or his vacation to the following year.
  - c) Any monetary losses, deposits (non-refundable tickets) resulting from a Company cancelled vacation which are validated by receipts (credit card receipt, canceled check, etc.) will be fully reimbursed by the Company within thirty (30) days' notice of submission of receipts. The Company is entitled to attempt to recover monies lost.

#### H. Resignation

A Flight Attendant who resigns and has given the Company fourteen (14) days advance written notice of her/his intention to resign will be entitled to her/his accrued vacation days, (calculated at the Minimum Day) provided that s/he works during the fourteen (14) day notice period. An exception will be made for a Flight Attendant who is on medical leave, jury duty or other approved absence or who has vacation during that period.

#### I. Change of Domicile

If a Flight Attendant is displaced to another domicile, she/he shall carry over her/his awarded vacation slot(s). If a Flight Attendant voluntarily transfers to another domicile, s/he may not transfer their vacation slot(s) to the new domicile, but may submit new bid electronically following monthly bidding procedures.

#### J. General

In the event of the death of a Flight Attendant, any unused accrued vacation time will be paid in the Flight Attendant's final paycheck.

## SECTION 12

### GRIEVANCE PROCEDURE

- A. A grievance is defined as any dispute between the Company and a Flight Attendant or a group of Flight Attendants or the Union arising out of the interpretation or application of a provision of this Agreement or the discipline or discharge of a Flight Attendant. Grievances will not include proposed changes in hours of employment, rates of compensation or working conditions. Grievances must be filed in writing and contain a reference to the provision(s) of the Agreement alleged to have been violated and a statement of the facts involved sufficiently detailed to allow investigation of the incident.
- B. Non-Disciplinary Grievances
1. Prior to filing a written grievance not involving discipline or discharge, the affected Flight Attendant or group of Flight Attendants will attempt to discuss the dispute with the Director of Inflight Services, or designee, in an effort to resolve the dispute.
  2. If the dispute is not resolved under paragraph B.1, a written grievance must be filed with the Director of Inflight Services, or designee, within thirty (30) days of the time the affected Flight Attendant became aware or reasonably should have become aware of the circumstances from which the dispute arises.
  3. Within fifteen (15) calendar days of receipt of the grievance, a hearing (telephonic or in person) will be held by the Director of Inflight services or the designee. The grievant shall have the right to be represented at the grievance hearing by a Union representative.
  4. The Director of Inflight Services, or designee, will render a written decision within twenty (20) days after submission of the written grievance and furnish the Flight Attendant, designated Union representative, and AFA-CWA legal department a copy thereof. The decision will refer to the alleged facts set forth in the grievance and the provisions of the Agreement alleged to have been violated. The Union may appeal the Company's decision in accordance with Paragraph D. below.
- C. Discipline and Discharge
1. Investigation
    - a) The Company will not discipline a Flight Attendant with loss of pay, issue a letter of final warning to a Flight Attendant, or discharge a Flight Attendant without first holding an investigatory meeting. The Company will not discipline a Flight Attendant without just cause.
    - b) Upon learning of a potential occurrence, within fifteen days (15) the Director of Inflight will notify the Flight Attendant of the investigatory meeting to be held. The Flight Attendant will be given a minimum of seven (7) days' notice of the meeting. The meeting notice will give the reasons for the meeting (e.g., date, segment, alleged offense).
    - c) The Company will notify the affected Flight Attendant of the investigatory meeting in writing either by email, mail with delivery confirmation or hand delivery. At the time the Flight Attendant is notified, the Company will also provide copies of the notice to the MEC/LEC President and Grievance Chairperson by e-mail, hand delivery or regular mail, with delivery confirmation. The notice will inform the Flight Attendant of her/his right to have Union representation at the meeting. If following notification but prior to the meeting date, the Company learns of another incident of a similar nature (e.g., another customer complaint), the Company may notify the Flight Attendant, the MEC/LEC President and the Grievance Chairperson via e-mail that the additional incident will also be discussed at the scheduled meeting. Failure to attend the investigatory hearing constitutes grounds for additional discipline up to and including termination, not in the circumstances cited in C.5.b. in this Grievance Section.

- d) A Flight Attendant subject to an investigatory meeting may choose to be represented at such meeting by either a Union representative or another Flight Attendant employed by the Company. If the Flight Attendant elects representation by the Union and a Union representative is not available on the scheduled hearing date (including denial of Union leave), at the Flight Attendant's or Union's request, the meeting will be rescheduled to a mutually- agreeable date. However, such meeting will be held no later than five (5) days after the originally-scheduled meeting date unless both the Company and the Union agree otherwise. A Flight Attendant may choose to not be represented by anyone including a Union representative at an investigatory hearing.
  - e) A Flight Attendant may request to hold the meeting earlier. If the Company agrees to accommodate the Flight Attendant's request, the Company will contact the MEC/LEC President and/or Grievance Chairperson. If the Flight Attendant requests union representation at the meeting, the Company and MEC/LEC President or Grievance Chairperson will coordinate scheduling of the hearing. However, no meeting will be held on the same day that the meeting notification was provided to the Flight Attendant unless the Company has made positive contact (through e-mail, telephone, or cellular phone) with either the MEC/LEC President or the Grievance Chairperson prior to the meeting time and explained the Flight Attendant's request to hold a same-day meeting and attempting to make arrangements for Union representation, if requested.
  - f) If a meeting with a Flight Attendant is scheduled on the Flight Attendant's scheduled day off and the Flight Attendant objects to the meeting on his/her scheduled day off, the Company will work with the Union and the Flight Attendant to reschedule the meeting to be held within the Flight Attendant's scheduled duty period.
  - g) If the meeting is scheduled on a duty period, the following process will be utilized:
    - (1) Flight Attendant will be returned to their original pairing if at all possible.
    - (2) If not possible, the Flight Attendant will be allowed to pick up from Open Flying a pairing of similar or greater value to the original pairing.
    - (3) If pickup is not accomplished by 3 days from the affect pairing, a pairing will be assigned from open flying over the days of the original pairing.
    - (4) If no open flying exists, Flight Attendant will be placed on FX (reserve) for the duty time of the original pairing.
    - (5) The Flight Attendant will be pay protected for the original pairing.
  - h) If the Flight Attendant attends the meeting on her/his day off, she/he will receive the minimum pay for the day.
2. The Company may hold a Flight Attendant out of service pending investigation. If the Flight Attendant is ultimately exonerated, the Flight Attendant will be reinstated without loss of seniority or longevity or benefits accruals, will be paid for such time lost in an amount which would have ordinarily been earned had the Flight Attendant been continued in service during such period and any reference to the investigation or discipline will be removed from the Flight Attendant's record. If discipline involving loss of pay is administered after investigation, the Flight Attendant will be credited for time served and for pay withheld, as appropriate.
3. The Company shall notify Flight Attendants of any disciplinary action in writing by email, mail with delivery confirmation or by hand delivery. The Company will not fax discipline to Flight Attendants. The charges will be outlined in the disciplinary letter. When the discipline involves a verbal warning, written warning, suspension, final warning or discharge, the Company shall provide copies of such notices to the MEC/LEC President and the LEC Grievance Chairperson by e-mail, mail, with delivery confirmation or by hand delivery.
- a) If the Company issues a coach/counseling session without having held a prior meeting with the Flight Attendant, the coaching letter or email will contain the following language: "If you have any questions or concerns regarding this coaching/counseling session, you may request a telephone conference or in-person meeting regarding this coaching/counseling. Such request must be made within seven (7) days of receipt of this letter. Such meeting will be scheduled written confirmation via e-mail of the meeting shall be sent. You have the right to union representation at such meeting."

4. A written grievance involving discipline or discharge must be filed with the Director of Inflight Services within fifteen (15) days after the Flight Attendant receives the discipline or discharge.
5. Travel to Investigatory Meetings and Grievance Meetings
  - a) An investigatory meeting and any subsequent discipline may be conducted by telephone conference upon mutual agreement by the Union and Company and Flight Attendant.
  - b) When an investigatory meeting is required, the Company will provide the affected Flight Attendant/grievant with positive space travel over the lines of the Company to the investigatory meeting or hearing from her base, No space positive travel will be extended to the Flight Attendant traveling to the meeting from a departure point other than his/her base, unless deemed necessary by management. If a Flight Attendant is unable to attend the meeting due to an unsuccessful non-revenue travel attempt, the meeting will be re-scheduled and the Flight Attendant will not incur additional discipline for missing the session for this reason.
  - c) The Company will provide a Union representative who is a Flight Attendant employed by the Company with positive space transportation over the lines of the Company to and/or from the investigatory meeting or hearing.

D. Appeal to System Board of Adjustment

If the decision of the Director of Inflight Services or designee is not satisfactory to the Union, the grievance may be appealed by the Union to the System Board of Adjustment. The submission to the System Board of Adjustment must be mailed within thirty (30) days after the Director of Inflight Services or designee issues her/his decision.

E. General

1. Time limits in this Section may be extended by written mutual agreement of the parties.
2. Representation will be provided, at the Flight Attendant's option, by either a Union representative or another Flight Attendant employed by the Company.
3. Grievances may be submitted and replied to by e-mail, unless otherwise mutually agreed.
4. Copies of the Company's responses to grievances will be sent to the MEC/LEC President, the LEC Grievance Chairperson, and the AFA legal department via email or mailing with delivery confirmation. The Union will be responsible for ensuring that the Company has the appropriate street and e-mail addresses.
5. If the Company fails to respond to a grievance within the time limits in this Section, the Union may appeal the grievance automatically to the next level.
6. The Company will not leave a message regarding a verbal counseling on the Flight Attendant's answering machine or voice mail.

## SECTION 13

### SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby established a System Board of Adjustment for the purpose of adjusting disputes or grievances arising under this Agreement. Such Board will be known as the Silver Airways Flight Attendant's System Board of Adjustment.
- B. The Board will consist of two (2) members, one (1) selected by the Union, one (1) selected by the Company, and such appointees will be known as "Board Members." With the exception of arbitrators/neutrals, all Board Members will be employees of the Company.
- C. Each party will inform the other, in writing, of the name of its Board Member and such designations will continue in effect until successors are appointed. Either party has the right to change its representative periodically, provided that written notification of a change of representative for any particular dispute must be made prior to the start of the scheduled hearing.
- D. The Board will have jurisdiction over disputes which arise out of grievances, or out of the interpretation or application of this Agreement. The jurisdiction of the Board will not extend to proposed changes in hours of employment, rates of compensation, or working conditions. Nor will jurisdiction of the Board extend to cases involving the discipline or discharge of probationary Flight Attendants.
- E. The Board will consider any grievance or appeal properly submitted to it by the Union or the Company when such matter has not been previously settled in accordance with the terms provided for in this Agreement.
- F. Makeup of the Board
  - 1. Appointments of members of the Board will be made by the parties within thirty (30) days from the date of the signing of this Agreement.
  - 2. When a neutral member is appointed to resolve a deadlock under paragraph L. below, such neutral will serve as Chairman and will preside at meetings of and hearings before the Board.
- G. Board Submissions
  - 1. After the formal hearing decision is made per Section 12.D. (Appeal to System Board of Adjustment), all submissions of a dispute referred to the Board will be addressed to the Board with one (1) copy each to the Company and the Union. One (1) copy will be submitted to the neutral member, if applicable. Each such submission will state:
    - a) Question or questions at issues;
    - b) Statement of facts;
    - c) Position of the Union; and
    - d) Position of the Company.
  - 2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.
- H. Upon submission of a dispute to the Union and Company Board, the parties will discuss the possibility of attempting to resolve the dispute through grievance mediation under the auspices of the National Mediation Board. (The parties may mutually agree to proceed to a three-person Board hearing.) If the parties mutually agree to grievance mediation, the two (2) member Board step will be waived. If the parties do not mutually agree to

grievance mediation, the parties will attempt to agree upon a date for hearing and advise the Board thereof. If the parties are unable to reach agreement, either party may request the Chairman to set a date for hearing.

- I. Flight Attendants having a grievance being heard by the Board may have Union representation. In the event the Flight Attendant chooses to be represented by some other representative, the Flight Attendant will be responsible for the fee, if any, of such representative and for the expenses incurred by such representative, including expenses or fees attributable to witnesses called to testify. Neither the Union nor the Company will be liable for such fees and expenses. The Company and Union may be represented by such person or persons as they may choose and designate.
- J. Upon the request of a member of the Board, or any party to the dispute, the Board will summon witnesses employed by the Company who may be deemed necessary by a party to the dispute or a member of the Board.
- K. A majority of all the members of the Board will be competent to make a decision. Decisions of the Board on all cases properly referable to it will be final and binding on the parties.
- L. Neutral Member of the Board
  - 1. In the event of a deadlock in the case of any dispute properly referable to it, including an unsuccessful grievance mediation, it will be the duty of the Board to endeavor to agree within thirty (30) days from the date of such deadlock upon a procedure for breaking such deadlock. The procedure will include, if necessary, appointment of a neutral member to sit with the Board, conduct a hearing, and make a proposed opinion and award. The neutral member will be appointed by mutual agreement of the Company and the Union from a standing panel of neutrals within fifteen (15) days after either party notifies the other of a request that a neutral be appointed. If the panel members are unavailable and the parties are unable to agree on the selection of a neutral, the Company and Union will, within fifteen (15) days from the date of the deadlock, request that the National Mediation Board submit a panel of seven (7) proposed neutrals selected by the National Mediation Board without geographic limitation and all of whom will be members of the National Academy of Arbitrators and have experience as a neutral in the airline industry. Each party will alternately strike a name from the panel until only one (1) name remains, who will serve as the neutral member for the dispute in issue. The order in which the parties alternately strike names from the panel will be determined by a coin toss.
  - 2. The neutral member will preside at meetings of and hearings before the Board pertaining to the dispute for which the neutral was appointed. The proposed opinion and award of the neutral on a dispute properly referable to the Board will be final and binding on the parties when it receives the concurrence of one (1) other Board Member. The proposed opinion and award will be issued within sixty (60) days of the submission of briefs to the neutral member.
- M. The expenses and compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of the Board members selected by it and the witnesses called by it. The parties will attempt to schedule hearings in order that Board Members and witnesses who are employees of the Company may attend hearings on their days off.
- N. The expense of transcriptions of Board proceedings and costs associated with hearing facilities will be shared equally by the parties.
- O. Board Member/Witness Rights
  - 1. Each Board Member will be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or other Flight Attendants may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.



2. Every witness and representative who appears before the Board will be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony or participating in a hearing in good faith.

## SECTION 14

### FURLOUGH, DISPLACEMENT AND RECALL

#### A. Furlough

1. Prior to furloughing, the Company will discuss with the Union to explore alternatives to mitigate the need for furloughs. If a furlough becomes necessary, the Company will communicate in writing the number of furloughs anticipated and voluntary furlough will be offered in seniority order at the domicile where the overage of personnel occurs.
  - a) The Company will not object to applications for unemployment insurance by flight attendants because they are participants in the voluntary furlough. It is understood that the flight attendants who volunteer are simply replacing a certain number of flight attendants who would otherwise be furloughed by the Company, and that, therefore, the flight attendants who choose voluntary furlough are to be treated the same as flight attendants who are involuntarily furloughed for unemployment insurance purposes.
2. If voluntary furloughs do not achieve sufficient reduction in force, then Flight Attendants will be involuntarily furloughed in inverse seniority order at the domicile involved.
3. Displaced Flight Attendants may displace, in seniority order, the least senior Flight Attendant(s) on the system at another domicile.
4. Notice of furlough will be given in writing (with a copy to the Association), at least thirty (30) days in advance, or pay in lieu thereof, unless additional notice is required by law, or pay in lieu thereof. However, if the furlough is caused by a sudden or unexpected incident beyond the control of the Company, such as a grounding of the fleet or other catastrophic event, then the Company will not be obligated by the pay provision of this paragraph.
5. The Company shall continue to provide group medical insurance at no additional cost to the Flight Attendant until the end of the calendar month in which the actual furlough occurs. [Last date of active service is the same as the furlough date], after which time s/he has the option to continue coverage for a minimum of eighteen (18) months by paying the monthly COBRA premium or for more than eighteen (18) months if provided for under applicable Federal and State statutes.
6. Pass travel for furlougees will be governed by Company policy.
7. A Flight Attendant who is furloughed will receive vacation pay for all accrued and unused vacation time. All sick leave accrued will be banked and reinstated upon the Flight Attendant's recall from furlough.
8. Flight Attendants shall retain and accrue seniority while on furlough, whether voluntary or involuntary. Flight Attendants will not accrue longevity while on furlough.
9. A Flight Attendant who is voluntarily or involuntarily furloughed will remain on the recall list for five (5) years after which the Flight Attendant is terminated and removed from the seniority list.

#### B. Recall

1. In order to preserve their recall rights, furloughed Flight Attendants must advise the Company's Director of Inflight via email of their current address and telephone number.
2. Recall will be offered to furloughed Flight Attendants in system seniority order. Recall notice shall be provided by sending a written recall notice via Certified Mail, Return Receipt Requested or via an overnight service that requires a signature. A recall notice shall also be sent to the furloughed Flight Attendant's last known email address, on file in the Company's database, if one was provided by the Flight Attendant.
3. Flight Attendants will have seven (7) calendar days from receipt of recall notice to respond, in writing via mail email that s/he is accepting recall or is electing to bypass recall.
  - a) A Flight Attendant may bypass recall without forfeiting seniority rights provided there is a more junior Flight Attendant who is furloughed and s/he shall remain on the recall list.

- b) A Flight Attendant who elects to bypass furlough shall be eligible for subsequent recall in seniority order.
  - c) If a Flight Attendant is recalled and there is no Flight Attendant eligible for recall who is more junior on the recall list, then s/he must either accept recall or resign from the Company.
4. A Flight Attendant who is recalled from furlough can use her/his system seniority to bid on available vacancies. The Flight Attendant will have a minimum of fourteen (14) calendar days from receipt of the notice to report for duty. A Flight Attendant recalled from furlough will be guaranteed three (3) months of base pay at her pay step rate and benefits. In the month s/he is recalled, her/his minimum monthly guarantee and all benefits shall be prorated for the portion of the month for which s/he is recalled to active status.
  5. If the Flight Attendant is recalled to a domicile other than her/his domicile at the time of furlough, moving expenses, in accordance with Section 7 (Filling of Vacancies and Moving Expenses), will be granted providing an actual residence is established at the new domicile.

C. Other Employment with the Company

A furloughed flight attendant seeking alternate employment with the Company may bid in through the Company's application process and be considered for such available employment for which s/he may be qualified. If employed by the Company, the flight attendant will keep her/his Company travel date in accordance with Company policy and remain eligible for recall.

## SECTION 15

### OPENING AND CLOSING OF DOMICILES

- A. The Company shall advise the Union of anticipated domicile openings as early as practical. Anticipated domicile closings will be made known to the Union as early as possible and in compliance with minimum legal requirements, but no less than thirty (30) days prior to the closing date.
- B. When a new domicile is opened, openings will be posted and awarded as described in Section 7 (Filling of Vacancies and Moving Expenses).
- C. When a new domicile is opened that involves a reallocation of flying for existing staff, and insufficient bids are received to fill the openings at the new domicile, the most junior Flight Attendants within the domicile from which flying is being moved will then be assigned to fill remaining vacancies. New hire Flight Attendants will be assigned those vacancies prior to any existing Flight Attendant being involuntarily assigned.
- D. When a domicile is closed or reduced, but no furloughs are to occur, Flight Attendants being displaced from the affected domicile may exercise their seniority to transfer to a vacancy and will be eligible for moving expenses. Flight Attendants who opt not to transfer to another domicile may opt to resign and be paid out their vacation and their unemployment claims will not be disputed by the Company.
- E. When the closing, or reduction of a domicile will result in furloughs, the provisions of the Furlough and Recall Section of this Agreement will apply.
- F. In the event the Company opens a new domicile, the parties will meet and confer to discuss the crew lounge facilities, parking, and other issues within thirty (30) days of the announcement of the new domicile.

## SECTION 16

### LEAVES OF ABSENCE

#### A. Personal Leave of Absence

After completing probation, upon written request to the Director of Inflight, a Flight Attendant may be granted a personal leave of absence, in increments of thirty (30) days, at Company discretion, not to exceed six (6) months. When a personal leave of absence is granted, the Flight Attendant will continue to accrue seniority but not longevity. A Flight Attendant returning from a personal leave of absence will be returned to her/his former domicile if it still exists. If the domicile no longer exists, the Flight Attendant may exercise her/his seniority to bid for a vacancy in any other domicile. If a Flight Attendant on a personal leave would have been furloughed during the leave, s/he will be placed on furlough status in accordance with Section 14 (Furlough, Displacement, and Recall).

#### B. Medical Leave of Absence

Upon written request to the Director of Inflight and based upon providing the satisfactory medical certification or a completed Company-FMLA form as medical evidence, a Flight Attendant will be granted a medical leave of absence for a continuous period of up to two (2) years.

1. When a medical leave of absence is granted, a Flight Attendant will continue to accrue seniority. A Flight Attendant on a medical leave will not accrue longevity for the duration of the leave.
2. When returning to work, a Flight Attendant must present medical documentation from her/his physician to her/his Inflight Manager indicating she/he is eligible to return to work.
  - a) A Flight Attendant returning from a medical leave of absence may exercise her/his seniority to return to her/his former domicile.
  - b) If the Flight Attendant has insufficient seniority to hold a position at her/his former domicile, she may exercise her/his seniority to fill a vacant position at another domicile.
3. A Flight Attendant on medical leave may use pass travel to travel to and from a doctor's appointment.

#### C. Bereavement Leave

In the event of a death in the Flight Attendant's immediate family (mother, father, step-parent, mother-in-law, father-in-law, step-parent-in-law, sister, brother, spouse, domestic partner, children, including children for whom a Flight Attendant is a legal guardian, or grandparents), the Flight Attendant will be granted leave from all duties with the Company for up to three (3) consecutive work days indicated by the Flight Attendant. Additional unpaid days off may be granted to the Flight Attendant by mutually agreement of the Flight Attendant and the Director of Inflight. The Flight Attendant will be paid the greater of trips missed or the daily minimum guarantee for each duty day of leave. The Flight Attendant will accrue seniority and longevity while on bereavement leave. Unusual circumstances concerning other than immediate family members or the amount of time needed will be addressed on a case-by- case basis. If circumstances are such that additional time is required off in connection with the death, the Flight Attendant may request that vacation which is scheduled be moved for the purpose of providing additional time off.

#### D. Workers' Compensation Leave

1. Flight Attendants who are unable to report for duty as a result of an on- the-job injury or illness covered by Workers' Compensation will receive benefits pursuant to applicable state law. Seniority, vacation, and longevity will continue to accrue while on such leave. Travel ceases after thirty days as for Medical Leaves, with the exception of travel on Silver for medical treatment.

2. A Flight Attendant may use accrued sick leave on any days of duty missed because of a waiting period imposed by State law. Health, short-term and long-term disability insurance will continue during a worker's compensation leave of absence, and the FA must continue to make payments before the end of each month or lose her/his Company health care coverage.
3. Light Duty: The Company may offer a Flight Attendant on a Workers' Compensation Leave Light Duty work that is within the parameters of activity allowed by her/his doctor. The Flight Attendant does not have to accept the light duty; however, if she/he declines, the workers' compensation benefits may be reduced. If the location of the work is not within 25 miles of the Flight Attendant's residence she/he may decline the work with no negative repercussions.
4. A Flight Attendant may remain on a Workers' Compensation leave up to two (2) years for purposes of remaining on Company records. That limit may be extended at Company discretion.

#### E. Jury Duty/Court Summons

1. A Flight Attendant who is summoned to jury duty will notify his or her Inflight Manager as far as possible in advance of the scheduled jury duty and supply a copy of the jury summons to the Director of Inflight. The Director of Inflight is to be notified immediately after release from jury duty in order that the Flight Attendant may return to duty the next scheduled work day. A Flight Attendant will be paid for each jury duty day falling on a scheduled duty day, less jury duty pay.
2. If a Flight Attendant receives a summons to appear in court, s/he will be removed from the schedule without pay. A Flight Attendant who is summoned to appear in court and wishes to be released from work will provide a copy of the summons to the Director of Inflight immediately upon receipt. A Flight Attendant summoned to appear in court by the Company will be released from work and pay protected.

#### F. Military Leave

Military leave will be granted in accordance with applicable law and the FA will return to work in accordance with applicable law. A Flight Attendant may elect to be paid any earned vacation at the beginning of such leave and will continue to receive travel benefits in accordance with the Company's travel policy for her/him and her/his dependents. The Flight Attendant will retain vacation, and accrue vacation in accordance with applicable law for the purpose of determining her/his number of vacation weeks upon return to duty.

#### G. Family and Medical Leave (FMLA)

1. Family and Medical Leave (FMLA) will be granted in accordance with applicable law and this Section. FMLA runs concurrent with Medical Leave and Worker's Compensation leave. Flight Attendants must complete the FMLA paperwork within fifteen (15) days of receipt of the paperwork. Extensions may be granted based on extenuating circumstances by the Senior Manager of Benefits.
2. Hours spent in training will be counted toward eligibility for FMLA.
3. A Flight Attendant on FMLA will retain and accrue seniority. However, she/he will retain, but not accrue longevity unless the FMLA leave is running concurrent with a Workers' Compensation Leave
4. If any applicable state law grants greater benefits than the federal law or this Agreement, the state law will control.
5. After 12 months of active service, a Flight Attendant will be eligible for FMLA leave if s/he has at least 504 credit hours in the last 12 months. A Flight Attendant may take up to twelve (12) weeks of FMLA leave in a "look-back" rolling twelve (12) week period. Such leave may be taken in multiple occurrences.
6. Flight Attendants taking FMLA leave for their own illness will first utilize sick leave to compensate the Flight Attendant for the value of flying time lost by deducting the amount from the Flight Attendant's sick leave account. When a Flight Attendant's sick leave account balance is zero, the Flight Attendant's vacation bank will be deducted in the amount of time lost. If a Flight Attendant has no remaining vacation bank, no deduction will be made to the Flight Attendant's vacation bank and the FMLA leave will be unpaid. The amount of

vacation bank available will only be that accrued and expected to be taken in the calendar year at the time the FMLA leave is taken.

7. A Flight Attendant certified for FMLA for reasons other than his/her own illness will not be eligible to utilize sick leave, but will have vacation time deducted from the Flight Attendant's vacation bank in the amount of time lost. If a Flight Attendant has no remaining vacation bank, no deduction will be made to the Flight Attendant's vacation bank and the FMLA leave will be unpaid. The amount of vacation bank available will only be that accrued and expected to be taken in the calendar year at the time the FMLA leave is taken.
8. A Flight Attendant whose vacation bank has been depleted or reduced as a result of use for FMLA leave will be permitted to take her/his originally scheduled vacation week(s) as unpaid, with approval from the Director of Inflight. Such Flight Attendant must notify Human Resources at the time of the FMLA certification or, if already certified, within 15 calendar days of subsequent yearly vacation awards, whether s/he wishes to retain some or all of her/his awarded vacation week(s) and, if so, which individual week(s). If a Flight Attendant fails to elect this option at either of these times and her/his vacation bank balance is zero, her/his vacation week(s) will be removed at the time her/his monthly schedule is awarded.

#### H. Personal Days

If a Flight Attendant requires a day off for personal reasons, she or he will be granted paid personal days based on the Flight Attendant's longevity as noted below. Requests for personal days off may be made in advance or up to the day requested and will be granted provided there is adequate staffing. Paid days may be accumulated and up to four (4) days may be rolled over to the next year if not used.

Longevity years one through five: two (2) paid days

Longevity years six through ten: three (3) paid days

Longevity years eleven+: four (4) paid days

#### I. Return From Leave of Absence

When a Flight Attendant returns from a leave of absence and has de-qualified, the Company will have up to thirty (30) days to place the Flight Attendant in requalification training. The Flight Attendant will resume pay status in accordance with this Agreement at the time that s/he commences requalification training or thirty (30) days after return from the leave, whichever is earlier.

#### J. Maternity Leave

A pregnant Flight Attendant may take unpaid leave for the duration of her pregnancy starting in her 4th month of pregnancy. Documentation may be required by the Company.

#### K. Parental Leave

In addition to using FMLA leave to care for a newborn child, a Flight Attendant may elect to continue caring for her/his newborn child for a period not to exceed three (3) months, provided she/he informs the Director of InFlight in writing by the 2nd of the month prior to the anticipated return to active status, and at least twenty (20) days in advance of her/his leave. The Flight Attendant will exhaust vacation in order to receive pay during the leave. These same provisions apply for a Flight Attendant following the adoption of a child.

## SECTION 17

### COMMUTER POLICY

- A. The Commuter Policy is intended to limit non probationary registered Flight Attendant Commuters (“FACs”) from attendance occurrences per the attendance policy when unable to report, or report on time, for assignments in base. A Flight Attendant may utilize the Commuter Policy protection when commuting via air and while traveling to work in domicile a maximum of two (2) times in a rolling twelve (12) month period. Additional occurrences may be considered on a case-by-case basis by the Company.
- B. Registered City
- A FAC must identify him/herself in writing or via email as a commuter and must register his/her commuter city/airport to the base manager who will submit it to the Crew Records Department. FACs may commute from sister-city airports that are within 100 miles of their registered commuter city.
- C. Flight Listing
1. The FAC will select a primary and back-up flight with available seat(s) or a jumpseat within 24 hours of departure from the FAC's registered commuter city or sister-city airport(s).
  2. The back-up flight(s), per the published schedule, must allow the FAC to report at least two (2) hours prior at base for check-in on-time for his/her assignment.
- D. Notification, Reassignment and Pay
1. Notification Requirements:
    - a) Primary Flight: The FAC must notify crew scheduling four (4) hours prior to his/her report time or after the first failed attempt (denied boarding, cancellation, tarmac delay, etc.) to commute, whichever occurs later; and
    - b) Back-up Flight: The FAC must notify crew scheduling immediately following the second failed attempt to commute; and
    - c) The FAC must make every effort to report in her Base as soon as possible following the two failed attempts, unless released pursuant to 2.a. below.
  2. Reassignment: The FAC, who may not meet his/her report time, will be subject to the following:
    - a) Upon notification from the FAC that he/she will not meet the report time, the Company, at its discretion, may release the FAC without pay for the entire trip.
    - b) If the FAC is not released pursuant to (a) above, the FAC may resume the original trip, if applicable, on its return through the FAC's base, as long as the trip was not assigned to a line holder. If assigned to a reserve Flight Attendant, the reserve would be removed upon return to base, and the FAC would resume the trip and be paid according to hours flown for the remainder of the trip. The FAC will not be allowed to resume the trip out of base.
    - c) If the FAC is not released or does not resume his/her original trip, the FAC may be assigned to another trip or placed on reserve status. If the FAC is placed on reserve status, it will be for remainder of the original trip period.
  3. Pay
    - a) The FAC's monthly guarantee will be adjusted to reflect any lost time.
    - b) The FAC will be paid and credited only for hours or duty worked.



E. Late Report

If a Flight Attendant arrives late due to a commuting failure, but her/ his late report does not delay the flight, she/he will work the flight and will not be subject to discipline as long as provisions of this Commuter Policy are satisfied, unless the Flight Attendant has already been replaced on the flight.

F. Required Documentation

To utilize the Commuter Policy, the FAC must provide documentation to his/her Inflight Supervisor within 5 days of the occurrence to substantiate listing and standing-by for two available flights. Required listing and stand-by documentation includes:

1. Mandatory Printout of generated listings (e.g., auto-confirmation generated from website, standby list); or
2. Boarding coupon, printed seat request or Additional Crewmember Form (ACM).
3. Any hand-written jumpseat form must be accompanied by a computer-generated standby list and/or seat request form.

G. Corrective Action Protection

1. The FAC policy protects the FAC from an attendance policy occurrence (three (3)) if a circumstance beyond the FAC's control, with the required documentation in F. above, prevents reporting at base on-time for his/her trip.
2. If the Company is unable to verify that the FAC complied with the requirements of the Commuter Policy, the FAC will be subject to an attendance occurrence per the attendance policy.

H. In-Domicile Commuting Failure

1. If the Flight Attendant is enroute to work and encounters a circumstance beyond the Flight Attendant's control (such as car trouble, flat tire, traffic accident, etc.) which could not be anticipated and causes the Flight Attendant to report late or miss her/his work assignment, she or he must notify Crew Scheduling as soon as possible.
2. The provisions in paragraphs D.2., E., G. will apply. The Flight Attendant must submit receipts or proof which substantiate the commuting failure and the fact that it was out of the Flight Attendant's control.

I. Training

Training assignments for FACs will be treated the same as reporting for a scheduled trip, and the FAC must follow all procedures outlined in this Section. The FAC is responsible for contacting the Training Administrator for rescheduling the missed class. The FAC is solely responsible for maintaining in-flight qualification. The Flight Attendant will not be paid for any trips missed due to dequalification and the Flight Attendant's monthly guarantee may be reduced.

## SECTION 18

### TRAINING

- A. Training Pay
1. With the exception of new hire trainees, Flight Attendants in training will receive four (4) hours of pay and credit for each day on which training occurs.
  2. If a Flight Attendant has a travel day only to and from training, he/she will receive the greater of three (3.0) hours of pay and credit or the value of the deadhead for that day's pay.
  3. Any trip(s) scheduled on specified training or travel dates shall be dropped from the Flight Attendant's schedule with no pay credit; however, a Flight Attendant may be required to work leg(s) of a trip which do not conflict with training and will be paid and credited for those flights. The Flight Attendant's minimum monthly guarantee will be protected and he/she will be guaranteed a minimum of four (4.0) hours for each day.
  4. If "touching trips" must be dropped to accommodate legalities (e.g., 24 in 7, minimum rest, etc.), the Flight Attendant may elect to be put on "FX" Status during the days dropped which are not in conflict. In such case, the Flight Attendant will be pay protected for the time dropped. If the Flight Attendant elects not to be on "FX" Status, the time dropped will not be protected. However, the Flight Attendant's minimum monthly guarantee will be protected.
  5. Flight Attendants will receive four (4) hours credit and pay for any annual required home and self-study. For additional training requiring home study, Flight Attendants shall be paid at one (1) hour for every two (2) hours of training.
  6. New aircraft OE will be paid at Deadhead pay.
- B. Training Schedules
1. Training days are considered days of work for the 24-in-7, minimum days off, legal rest and maximum duty period provisions in this Agreement. Time spent in training will be considered duty time. Time spent traveling to training at locations out of domicile will be considered deadhead.
  2. Flight Attendants will not be required to attend training for more than ten (10) hours a day, inclusive of any breaks/lunches.
  3. A Flight Attendant will not be assigned to training or a check ride on Thanksgiving Day, December 24, 25 and 31, or January 1 unless mutually acceptable by the FA and the Company.
- C. The names of Flight Attendants scheduled for recurrent, transition, and differences training during a bid period and the dates on which training is scheduled will be made available in the bid package. The scheduled training will then be published in the final bid award and trips will be dropped as necessary to avoid conflicts with training days.
- D. Flight Attendants in training out of domicile will travel on a "space positive" basis shall be deadheaded to and from their base to training.
- E. A Flight Attendant scheduled for training out of domicile will be paid per diem expenses commencing at report time for scheduled travel from her/his domicile and ending at block-in upon return to domicile. If the Flight Attendant initiates travel earlier than scheduled or completes travel later than scheduled, per diem will be paid only for the time of the originally scheduled flights.
- F. Flight Attendants undergoing recurrent, transition, or differences training out of domicile will be provided with single occupancy hotel accommodations.

- G. Training Review Committee. The Company will recognize the Union's Training Review Committee, which will consist of no more than one (1) members selected by the Union, and will meet with the Committee on an as-requested basis, but no more than monthly, to discuss training programs and procedures. The Company will review with the Committee any new procedures or changes in procedures prior to publication, and the Committee's recommendations will be given appropriate consideration. The Company will notify the MEC/LEC President in advance of the train-the-trainer class dates. The Training Review FA may attend the classes and make recommendations regarding new procedures as long as the Review Committee FA is attending as part of her/his training.
- H. General
1. A Flight Attendant will be provided with materials related to recurrent training home study course, including access to any Computer-Based Training (CBT), at least thirty (30) days prior to the due date for completing the home study course.
  2. No essay tests will be given unless required by the FAA. A Flight Attendant will not be tested on information not contained in written materials provided by the Company or specifically covered in ground school instruction. Flight Attendants requiring additional remedial classroom and/or aircraft training will receive an additional minimum daily guarantee of credit and pay if they have to remain in training an extra day or if they have to return for another day of additional training. A non-probationary Flight Attendant who fails a written test will be withheld from service and the Company will attempt to provide remedial training within twenty-four (24) hours, and if not practical, she/he will be sent home and retested as soon as possible, but no later than fourteen (14) days after the training failure.
  3. A Flight Attendant who fails to pass his/her first check ride will be provided additional training as determined by the Director of Inflight followed by a second check ride with a different instructor. Failure of a second or subsequent check ride is grounds for disciplinary action up to and including termination.
  4. A Flight Attendant who fails any part of recurrent training will be provided additional training as determined by the Director of Inflight. During Hands on Drills, Flight Attendants will be given 2 attempts to pass as governed by CFR guidance. If available, and if requested by the Flight Attendant, a different instructor will preside over the second attempt at a given drill. Failure of a second or subsequent training is grounds for disciplinary action up to and including termination.
  5. If feasible, recurrent training and proficiency checks will be scheduled in the Flight Attendant's base month.
  6. The Company will provide round trip ground transportation between the airport (and hotel if applicable) and the training facility for Flight Attendants required to attend training out of domicile.

## SECTION 19

### HEALTH AND SAFETY

#### A. MEC/LEC Health and Safety Committee

1. The Company agrees to meet with the MEC/LEC Health and Safety Committee on a regular basis, but not less than one time per calendar year.
2. Positive space travel on Company aircraft shall be provided to those members requiring air transportation to each meeting consistent with Company policy.
3. The Company will consider the recommendations of the MEC/LEC Health and Safety Committee in all matters affecting the safety of Flight Attendants.
4. The MEC/LEC President or his/her designee may request a meeting with the Director of Safety to discuss specific safety issues affecting Flight Attendants such as cabin air quality, air conditioning, smoke/fume events, and others as needed, and such request will not be unreasonably denied. This meeting would be separate and apart from the regularly scheduled meeting specified above.
5. The MEC/LEC Health and Safety Committee may request that the Director of Inflight or designee provide copies of Health and Safety reports involving Flight Attendants.

#### B. The MEC President and/or his/her designee who are Company Flight Attendants, will be allowed to tour and inspect any new aircraft in which the Company requires a Flight Attendant to work.

#### C. The Company shall provide a clean, healthy, and comfortable workplace.

1. The Company shall make its best efforts to ensure that aircraft lavatories are serviced daily. If ground staffing levels allow, Flight Attendants may request that the lavatory trash be emptied. If a Flight Attendant is on an aircraft with an inoperative lavatory, she/he shall be given an opportunity to utilize an airport lavatory as needed.
2. The Flight Attendant will advise the Captain if cabin temperature is too cold/hot to begin the boarding process. If the temperature of the aircraft at time of boarding exceeds 90 degrees, a Flight Attendant may confer with the Captain as to whether boarding should begin or be delayed. The Captain will confer with the Company for direction on operation of the flight.
3. The Company will make its best efforts to ensure that an adequate amount of bottled water is available to Flight Attendants to consume while on duty. It is understood that a Flight Attendant will be able to take a bottle of water from the aircraft after the end of her/his duty day.
4. The Company will make its best efforts to ensure that all aircraft are stocked with antiseptic cleaning towels/wipes for Flight Attendant use on duty.
5. Company will make its best efforts to provide non-allergenic gloves on all aircraft for Flight Attendant use on duty.

#### D. Incident/Accident

The Union MEC/LEC President's contact information shall be included in the Company's Crisis Manual. The Company will notify the MEC/LEC President or a designee as soon as practical of any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, or aircraft decompression during flight, medical emergencies involving passengers or crew, preparation for emergency landing, emergency landings, and serious incidents not requiring evacuation, in which a Flight Attendant is involved. The Company will also provide the MEC/LEC President or his/her designee with the names of the Flight Attendant(s) involved and details of the incident.

1. The Flight Attendant will be provided with immediate medical attention and, to the extent possible, isolated from the media.
  2. The Company will notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so.
  3. The Company will release a Flight Attendant from further duty that day with pay if the Flight Attendant explains to a supervisor that he/she is unable to continue to perform his/her duties due to an event outlined in paragraph D. above.
    - a) If the injury/illness is determined to be a workers' compensation event, the Flight Attendant will be eligible for workers' compensation benefits in accordance with applicable law and this Agreement.
  4. A Flight Attendant requested by the Company, a government agency to participate in an accident or incident investigation involving a Company aircraft will be released from schedule to do so and will be furnished free, on line, positive space transportation and hotel accommodations, if applicable, by the Company, in accordance with the governing travel policy. If such request is made by the Company or a government agency, the Flight Attendant will be pay protected. The Company will not object to the MEC/LEC President's presence at the incident/accident site provided that the government agency allows it.
  5. In the event of an aircraft incident/accident where there is a crash site, The MEC President and/or his/her designee, will be provided access to the site if it is permitted by the FAA or the NTSB. Such Union Representative(s) will be furnished on line, positive space transportation to and from the aircraft inspection site or aircraft accident site and hotel accommodations, if applicable, in accordance with the governing travel policy.
- E. The Company will notify Flight Attendants upon receipt of information of any safety hazard or environmental risk to which they may be exposed to while on duty. Flight Attendants will report, through established Company procedures, safety hazards about which they become aware.
- F. The Company will provide durable, disposable non-latex exam-type gloves on each aircraft for Flight Attendant use. Antiseptic hand cleanser and antiseptic towelettes will be supplied on all aircraft.
- G. Upon request, the Company will furnish earplugs to Flight Attendants to wear while on duty.
- H. Aircraft Bomb Searches
- When the aircraft is on the ground, no Flight Attendant will be required to perform a bomb search or remain on the aircraft when one is being performed.
- I. Security Search
- Except for galley areas, Flight Attendants shall not be required to perform the cabin security search inspection (also referred to as "security search") required by the federal government or Company policy.
- After January 1, 2023, at destinations where the Company does not yet have ground staff trained and available to perform the search, the Flight Attendant may be required to perform the search and be paid twenty (20) minutes of pay over and above their guarantee.
- J. The Company will seek to maintain a non-discriminatory, non-hostile and anti-sexual harassment work environment for all Flight Attendants. When instances occur, whether from a Silver employee, a customer or any person the Flight Attendant is in contact with while on duty, the Flight Attendant is encouraged to report the event as quickly as possible to the Company's Head of HR and to AFA. An investigation will begin promptly and the Company will take all appropriate action to correct the situation. The Company insists that no retaliation may be taken toward any party involved who reports the incident or any witness(es) to the incident.

K. Fatigue

1. The Company recognizes that a Flight Attendant may reach a point, as a result of work-related duties, where he/she feels that his/her physical state is such that the required duties could not be performed safely during flight. In such circumstances, the Flight Attendant will notify the captain of the flight and Crew Scheduling and will be removed from the remaining legs of the trip (without pay for those legs pending Fatigue Review Board decision) and put into rest. The Flight Attendant must submit a report via WBAT within twenty-four (24) hours from the end of the rest period to explain the circumstances which gave rise to the fatigue.
2. On a monthly basis, the Company's Fatigue Review Board representative will meet with the AFA's Safety Chairperson, or designee to review the fatigue calls and the circumstances surrounding them in order to gather information and attempt to reduce fatigue occurrences. No Flight Attendant will suffer punitive consequences or loss of pay due to a validated fatigue report. Validation decisions shall be made by the Fatigue Review Board. If a Flight Attendant's fatigue call is denied, he/she may appeal that decision to the Director of Inflight within thirty (30) days.

L. Indemnification For use of Company Equipment

Flight Attendants who have been trained in and who use, in good faith and in the course and scope of their employment, the Automatic External Defibrillators (AED) or other emergency medical procedures, will be indemnified by the Company for any passenger claim arising out of the use of the defibrillator or other emergency medical procedure. If a passenger files a claim or lawsuit against an individual employee for use of the defibrillator or other emergency procedure, while that employee is acting in good faith and within the course and scope of employment, the Company will retain counsel to defend the employee and will hold her/him harmless from all costs or damages asserted.

M. Communicable Diseases

1. The Company shall bear the cost of any immunizations required by the country of destination served by the Company.
2. In the event the Centers for Disease Control (CDC) or the applicable controlling public health agency in the United States declares a pandemic or regional localized epidemic in a market served by the Company, Flight Attendants will be provided with Personal Protective Equipment (PPE) for use while on duty as required by the controlling agency. The same provision would apply in an international market served by the Company, if recommended by an applicable controlling public health agency.

## SECTION 20

### INSURANCE, RETIREMENT, AND BENEFITS

#### A. Life Insurance

1. The Company provides Flight Attendants with a \$20,000 Basic Life Insurance Policy and matching Accidental Death and Dismemberment benefit. The Company pays the total premium cost.
2. The Company will offer Optional Life, Short-Term Disability, Long-Term Disability, and Accidental Death and Dismemberment plans. Optional coverage(s) is at the expense of the Flight Attendants. Rates are determined on an individual basis determined by the insurance carrier.
3. Upon request, when a Flight Attendant separates from the Company, she shall have the option to continue the elected supplemental Optional Life, Short-Term Disability, Long-Term Disability, and Accidental Death and Dismemberment coverage at a cost issued by the insurance provider. Insurance rates are determined on an individual basis.

#### B. Medical and Dental Plan

1. The Company shall provide Flight Attendants with a medical health care plan(s) subject to all Company plan rules and premium costs.
2. Health Care Eligibility
  - a) Health benefits become effective on the first day of the month following sixty (60) days of employment.
  - b) Required to enroll or waive within 60 days from date of hire or Flight Attendant will not be eligible, unless:
    - (1) Qualifying life event
    - (2) Next annual enrollment
3. The Company shall provide Flight Attendants with a dental insurance plan. The Dental Plan is an optional benefit and all cost is the responsibility of the Flight Attendant.
4. A Flight Attendant shall receive the same medical, disability, dental, and life insurance on the same terms and at the same contribution rates as management.

#### C. Vision Care

Vision coverage is an optional benefit through the Company's Health Plan Coverage and all costs is the responsibility of the Flight Attendant.

#### D. 401K Plan

1. The Company will maintain a 401K plan for Flight Attendants. Flight Attendants are subject to all Company 401k plan rules, vesting and match contributions.
2. The Company will match, at a minimum, two percent (2%) up to the Flight Attendant's four percent (4%).

#### E. Death Benefits

Upon the death of a Flight Attendant, health care benefits will continue for eligible dependents through the end of the month of the Flight Attendant's death. Pay and any unused earned vacation time, shall be paid to the Flight Attendant's designated beneficiary or estate at the next regularly scheduled payroll date. The Company shall also continue travel privileges (exclusive of Buddy Passes) to the Flight Attendant's Eligible Dependents (including, children, spouses/domestic partners, and parents) for a period of thirty days following the Flight Attendant's death.

#### F. Retirement

A flight attendant will be eligible for travel retirement privileges at 55 years of age and 10 active years of longevity. The Company shall also continue travel privileges (exclusive of Buddy Passes) to the Flight Attendant's Eligible enrolled spouse or domestic partner. The Company will provide at no charge retired Flight Attendants ID cards.

#### G. Pass, Interline, and Jumpseat Policies

1. Flight Attendants of the Company, furloughed Flight Attendants and Flight Attendants on leave of absence shall be entitled to all the provisions of the Company's pass policy, in effect at the signing of and as set forth in this Collective Bargaining Agreement, to the extent permitted by law and interline agreements.
2. The Company in consultation with the Union shall endeavor to negotiate favorable interline agreements inclusive of jump seat privileges.
3. At a minimum, an active Flight Attendant will receive six (6) buddy passes per year in accordance to current Company policy.
4. The Company shall furnish each new Flight Attendant with an Airline Interline Agreement List. All Flight Attendants may obtain updated lists from MyIDTravel on line.
5. The Company shall electronically post a copy of all Flight Attendant Jumpseat Agreements.
6. Any pass privileges extended to another Company employee group shall also be offered to the Flight Attendants.

#### H. Tuition Reimbursement

The Company will offer a Flight Attendant Tuition Assistance program, reimbursing\* its active Flight Attendants up to Two Hundred Fifty Dollars (\$250.00) per quarter, as allowable by the IRS, who meet the following criteria:

1. Received no more than two (2) attendance points in the quarter
2. Received a passing Check Ride evaluation, if applicable
3. Received no discipline in the past rolling one (1) year
4. Earns a "B" grade or above in classes related to Silver's business i.e. language, customer service, general business etc.

\*Reimbursement with receipts may be used for books or tuition



## SECTION 21

### ALCOHOL/DRUG TESTING

#### A. Testing Occasions

##### 1. Random Testing

- a) All Flight Attendants will be subject to random drug and/or alcohol testing to the extent required by applicable federal regulations.
- b) The Company may conduct random drug and/or alcohol testing of Flight Attendants any time just before, during, or just after a trip pairing. A Flight Attendant undergoing drug and/or alcohol testing will, for the purpose of Federal Aviation Regulations relating to duty time and minimum rest, be deemed to be on duty until the testing collection process is completed.
- c) Following positive verification of identification using photographic identification, or identification by a Company representative, Flight Attendants selected for random drug and/or alcohol testing will be given written notice prior to conducting the test. Such notice shall be provided in-person within the Flight Attendant's on-duty period by an Inflight or Station management personnel. The management personnel will provide his or her identification and job title to the Flight Attendant. The Flight Attendant will sign a copy of the document to confirm notice receipt, which will be retained by the Inflight or Station management person. The Flight Attendant will be advised that refusal or failure to immediately report and to provide the required urine and/or breath specimen will result in termination of the Flight Attendant's employment.

##### 2. Post-Accident Testing

- a) Post-accident drug and/or alcohol testing of Flight Attendants will be required when the Director of Inflight or the Director of Safety determines that an event has occurred which constitutes an aircraft "accident" as defined in applicable federal regulations and the Flight Attendant's performance contributed to the accident and/or her/his performance cannot be completely discounted as a factor to the accident.
- b) Flight Attendants who are required to submit to post accident testing will do so as soon as possible after the accident. Flight Attendants must remain readily available for drug testing for up to thirty-two (32) hours after the accident or otherwise may be deemed by the Company as having indicated a Refusal to Submit to drug testing. The Flight Attendant will be provided with a hotel room if alcohol or drug testing cannot be conducted within two (2) hours after the accident.
- c) If the Flight Attendant has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as soon as possible after necessary medical aid has been rendered.

##### 3. Reasonable Cause Drug Testing

When reasonable cause exists, based on observable and objective criteria, to believe that a Flight Attendant is using drugs prohibited by applicable federal regulations, the Director, Inflight Vice President, Human Resources may require that the Flight Attendant submit to drug testing. Reasonable cause must be established by direct observation of two (2) management officials, one of whom may be a management designee, and one of whom must be trained in detecting the indications of drug use. The two officials must substantiate and concur in the decision to recommend that the Flight Attendant be tested. Once the determination is made, the testing will be done promptly. Reports and observations must be documented.

#### 4. Reasonable Cause Alcohol Testing

When reasonable suspicion exists, that a Flight Attendant is using alcohol in a way prohibited by federal regulations, the Flight Attendant shall be tested in accordance with FAA regulations. Reasonable cause must be established by direct observation of two (2) management officials, one of whom may be a management designee, and one of whom must be trained in detecting the indications of alcohol use. The two officials must substantiate and concur in the decision to recommend that the Flight Attendant be tested. The Director of Inflight or Vice President Human Resources may require that the Flight Attendant submit to Breath Alcohol Testing (B.A.T). The decision to alcohol test a Flight Attendant will be based on indicators obtained or observations made during, just proceeding or just after the period of the work day that the employee is performing, ready to perform or available to perform safety-sensitive duties. The test shall be administered promptly. Reports and observations must be documented.

### B. Drug Testing Procedures

#### 1. Specimen Collection

- a) The Company may elect to have collections services performed by a third-party agency at an off-site location.
- b) Collection and shipment of urine specimens for drug testing shall be in accordance with applicable federal regulations.
- c) Urine specimens shall be split.
- d) If testing of the first half of the specimen yields a confirmed negative result, the Company shall require that the second half of the specimen be destroyed.

#### 2. Drug Testing Laboratories

Drug testing will be performed only at laboratories certified by the National Institute of Drug Abuse (NIDA).

#### 3. Medical Review Officers

- a) The Company shall designate the Medical Review Officer (MRO). The MRO will be a licensed medical doctor who has knowledge of substance abuse.
- b) The MRO shall perform her/his responsibilities in accordance with applicable federal regulations.

#### 4. Re-Testing

- a) A Flight Attendant may submit a written request to the MRO for re-testing of a sample of the urine specimen producing a Verified Positive Drug Test result, provided such request is made not later than 72 hours after receipt of the Verified Positive Drug Test result.
  - (1) A Flight Attendant may make one written request that a sample of the specimen (as split) be provided to another DHHS-certified laboratory for testing. The split sample cannot be re-tested at the original laboratory.
  - (2) The Laboratories shall follow Chain of Custody Procedures.
  - (3) The Flight Attendant shall pay the cost of the additional test and all handling and shipping costs associated with the transfer of the specimen to the laboratory.
  - (4) The Flight Attendant shall be removed from a safety-sensitive function pending the re-test results.
  - (5) If a second specimen (which must also be split) was provided at the time of the original collection, the Flight Attendant may request that the second sample also be tested. At the Flight Attendant's option and expense, the second sample will be tested at a different NIDA certified laboratory.
  - (6) To the extent that is practically feasible and does not conflict with applicable federal regulations, a Flight Attendant who has been notified of a confirmed verified positive result may elect to have the specimen(s) DNA tested at the Flight Attendant's expense. DNA testing will only be done at accredited forensic laboratories, which have been certified through the American Association of Blood Banks, the American Society of Crime Laboratory Directors or a laboratory that follows the

technical working group for DNA analysis methods. All specimen transfer shall be done in accordance with applicable federal regulations.

- (7) Should the test of either the split portion of the initial specimen or the second specimen be negative, then the test shall be considered to be negative. Similarly, should the DNA testing establish conclusively that either specimen is not that of the Flight Attendant, the test shall be deemed to be negative.

5. Positive Drug Tests

- a) After receiving a confirmed positive, but before verifying that result, the MRO will make all reasonable attempts to contact the Flight Attendant (including, if necessary, requesting that the Company's Drug Enforcement Representative (DER) direct the Flight Attendant to contact the MRO) to discuss the test result.
- b) Following the discussion with the Flight Attendant and any other appropriate inquiry the MRO will determine whether to verify the test result.
- c) In the event that the MRO verifies the confirmed positive result, s/he shall in addition to any other duties, refer the matter to the Company's DER, who shall notify the Director of Inflight and the Vice President, Human Resources.

C. Alcohol Testing.

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve breath specimens for re-testing. A Flight Attendant who has been informed that s/he has tested positive for alcohol at a concentration of 0.02 or higher may request that a blood alcohol test be administered. Such testing must be administered as soon after the breath test as is reasonably possible, but no later than two (2) hours after the Flight Attendant has been notified of her/his positive alcohol test results.

D. Consequences of a Verified Confirmed Positive Drug Test

1. Inadvertent Ingestion

Inadvertent and unknowing ingestion of any drug of abuse (or its metabolite) shall not be grounds for discipline. b. The burden of proving inadvertent and/or unknowing ingestion rests upon the Flight Attendant.

2. Illicit Drugs

- a) Except as described in paragraph D.1. above, on her/his first such occasion, a Flight Attendant who has a verified confirmed positive drug test, shall be given the following options:
  - (1) Voluntary resignation without eligibility for rehire.
  - (2) Termination for cause.

E. Consequences of A Positive Alcohol Test

1. When a Flight Attendant's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, s/he shall be re-tested no sooner than twenty (20) minutes from the administration of the initial test. If the second test indicates an alcohol concentration below 0.02, the test shall be considered negative, and the Flight Attendant shall be permitted to resume flight duties.
  - a) Alcohol screening test or an alcohol confirmation test whose concentration is 0.02 or greater, will be removed from her/his position and subject to discharge for the first offense.
2. If a Flight Attendant's breath alcohol test indicates an alcohol concentration of 0.04 or greater, s/he shall be given the following options:
  - a) Voluntary resignation without the eligibility for rehire, or
  - b) Termination for cause

F. Voluntary Rehabilitation.

Prior to being notified of a drug test, A Flight Attendant, may enter voluntarily into any FAA approved drug and/or alcohol rehabilitation program, including any such program recommended by the Union's or Silver Airways' EAP. A Flight Attendant who has voluntarily entered into a rehabilitation program pursuant to this Part shall be entitled to use any accrued vacation days and then any accumulated sick leave, to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program and appropriate certification by the FAA, the Flight Attendant shall assume the bid position to which s/he is otherwise entitled by the terms of this Agreement and will be subject to additional random testing under the DOT guidelines.

G. Refusal or Failure to Cooperate

A Flight Attendant who refuses or fails to cooperate in any drug or alcohol test as mandated by applicable federal regulations or by this Agreement, or in any rehabilitation related testing by refusing to provide a breath or urine specimen, or a breath or urine specimen of sufficient quantity, will be withheld from service without pay pending investigation. If the investigation fails to find a valid medical reason for the Flight Attendant's failure to cooperate, or in the case of an insufficient specimen if a medical evaluation determines that there was no genuine inability to provide the required specimen, s/he shall be terminated.

H. General

1. Consistent with applicable federal regulations and Paragraph A.1.c, above, a Flight Attendant will be permitted to notify the Union regarding any matter concerning this Section as soon as possible.
2. In the event that the Flight Attendant requests, or applicable federal regulations require, that a blood test be accomplished, the drawing of the blood shall only be done by a trained, qualified, medical professional, and only in a clinical setting.
3. It is the parties intent that this Section be and remain in full compliance with all applicable federal laws and regulations. In the event that any portion of this Section is found not to be in compliance with such laws and regulations, or if later amendments to existing laws and regulations or new laws and regulations are adopted which are not consistent with the provisions of this Section, the parties will meet and confer regarding changes necessary to bring the Section into compliance.
4. A Flight Attendant may not consume alcohol within eight (8) hours of scheduled report time.
5. If the Flight Attendant is directed to submit to a drug test while on a RON, her/his rest shall not start until arrival at the RON hotel. If the Flight Attendant is terminating a trip in domicile, s/he will not be released into rest until the completion of all testing procedures.
6. Travel to and from the Test Center
  - a) The Company will provide for transportation in the form of a travel voucher to the testing center and from the testing center to the RON hotel at no up-front cost to the Flight Attendant.
  - b) If the test is conducted at the end of a Flight Attendant's trip and s/he requests transportation, it shall be provided in the form of a travel voucher along with transportation back to the airport. If the Flight Attendant's home is closer to the testing center than the airport, s/he may request transportation to her home and it shall be provided.
7. Privacy of Testing Location

All urine tests will be conducted at a certified testing facility as provided for in this Section. If an Alcohol test is administered outside of a testing facility, the location must be private and away from the public and other employees.

I. Employee Assistance Program (EAP)

1. The AFA-CWA Employee Assistance Program (EAP) described in this Agreement refers to Compass Silver Flight Attendants that have been trained by AFA to counsel fellow Flight Attendants in a peer-to-peer format. The parties agree that the AFA-CWA EAP is a helpful component in providing EAP resources to Flight Attendants. To that end, when Inflight management provides EAP information to Flight Attendants during new hire orientation or recurrent training or refers a Flight Attendant to EAP resources, including for performance concerns or an aircraft incident or accident, the manager will include contact information for the AFA EAP. The inadvertent failure to provide such information to a Flight Attendant will not result in a grievance pursuant to this Agreement. Nothing herein shall be interpreted to prohibit referral to another program, including the Company EAP, or to prohibit any other Company action in accordance with this Agreement.
2. The Union may promote the AFA-CWA EAP by posting Program information on the Union's bulletin board(s). The Union may distribute such information via the Flight Attendant v-files, with prior Company approval.
3. The Company and the MEC EAP Chairperson shall meet quarterly regarding EAP issues of concern to either party relating to Flight Attendants. Such meetings shall be scheduled at mutually-agreed upon times and locations.

## SECTION 22

### UNIFORMS

- A. A Flight Attendant shall wear the standard uniform as prescribed in Company regulations, which may be revised, at all times while on duty, or in connection with any event where the employee is identified as a Company Flight Attendant unless otherwise provided for by this Agreement.
- B. The basic uniform will consist of the required uniform pieces as set forth in Company policy, which may be revised. New hire Flight Attendants will be provided \$250 in order to purchase a full uniform allotment. Every subsequent year, the Company shall provide \$175 to Flight Attendants for the option to purchase additional uniform pieces or Flight Attendants may use up to \$75 of this amount for reimbursement for uniform alterations (receipts required for uniform alteration reimbursement).
- C. If the Company initiates a complete change in the basic uniform style, or changes a required piece without a phase, in period in which Flight Attendants are permitted to wear the changed piece, Flight Attendants will be provided with a new required uniform for all required changed pieces at no expense to the Flight Attendant. For new uniform pieces, any remaining funds in the individual Flight Attendant's uniform bank will be available to spend on new uniform pieces. Any amount remaining in a Flight Attendant's uniform bank in a given year is returned to the Company at year's end.
- D. Flight Attendants agree to sign a "Release to Deduct" form authorizing the Company to make a payroll deduction equal to the uniform cost allotment if the Flight Attendant's termination or resignation is within six months of initial hire and ninety days (90) for incumbent Flight Attendants.
- E. Pregnant Flight Attendants will request approval prior to wearing non-uniform maternity items. These items are reimbursable through their allotment bank balance and become property of the Flight Attendant.
- F. Flight Attendants shall be permitted to visibly wear the official Union insignia on their uniforms.
- G. The Company shall provide to each Flight Attendant one (1) set of wings and one (1) nametag, if required as part of the uniform. If the wings are damaged, the Company will repair or replace the wings at no cost to the Flight Attendant. Prior to replacement the Flight Attendant will provide the damaged piece to the Company.
- H. The Company shall consider recommendations by the Union regarding uniform issues and prior to making any substantial changes in the style, color, material or items of the uniform.
- I. Each Flight Attendant will be furnished at no cost a Company ID card if such card is required by the Company. If the ID card is lost or stolen, the Flight Attendant will immediately report that information to the Company. If the ID card is stolen through no fault of the Flight Attendant and a police report is provided to the Company, it will be replaced at no cost to the Flight Attendant.
- J. If a Flight Attendant's uniform piece is damaged performing her normal duties a replacement piece will be provided by the Company. Prior to replacement the Flight Attendant will provide the damaged piece to the Company.

## SECTION 23

### SENIORITY

#### A. Seniority Accrual

Flight Attendant system seniority will accrue from the date of commencement of initial Flight Attendant training. Two or more Flight Attendants beginning training on the same day will have seniority established on the basis of date of birth, with the older Flight Attendant being more senior. Where there are common birth dates, seniority will be established on the basis of the last four digits of social security numbers, the lowest four numbers being more senior.

#### B. Seniority List Posting

The Flight Attendant seniority list will be updated monthly and posted on the Company website for review by the Flight Attendants on the date that the bid packets become available. The posting date will be noted on the face of the document. The Company shall provide a copy of the seniority list in electronic format each month to the MEC/LEC President.

#### C. Seniority List Discrepancies

Any alleged error or omission affecting a Flight Attendant's seniority on any seniority list may be protested by the affected Flight Attendant or the Union, in writing, to the Director of In-flight Services with a copy to the Union. Protest must be filed with the Company within thirty (30) days following the posting. A Flight Attendant making no protest within the time specified may not thereafter protest the alleged error or omission on the disputed list.

#### D. Seniority Application

Seniority will govern bidding rights, furlough, displacements from domiciles, recall after furlough, vacation preferences, domicile vacancy assignments and awards and other items as stated in this Agreement.

#### E. Seniority Loss

1. Seniority will be forfeited in the event of resignation, termination, retirement, or continuous furlough in excess of seven (7) years, or permanent transfer to a position outside the Inflight Department for more than twelve (12) months.
2. Transferees to Inflight Department management positions who are on the System Seniority List as of the date of signing, as well as future transferees, will continue to accrue and retain seniority while in the management position.
3. A Flight Attendant who transfers into an Inflight Department management position must have a minimum of seven (7) months of active service as a Flight Attendant in order to remain on the System Seniority List after transfer to the management position.
4. A Flight Attendant who transfers into a position outside of the Inflight Department will continue to retain, but not accrue, Flight Attendant seniority for (12) twelve months. After twelve (12) months, she/he will forfeit her/his Flight Attendant seniority.
5. Air Transportation Ground Instructor (ATGI) and Air Transportation Supervisor (ATS) Flight Attendants will accrue and retain all seniority.

F. Seniority for Benefits (Longevity)

A Flight Attendant's total service for the Company shall determine her/his eligibility for all benefits based on longevity including, but not limited to 401(k) and vacation accrual.

G. Management Flying

Inflight Service Department management personnel will not bid lines. Additionally, they may only fly when necessary to prevent cancellation, delays, junior assignments; to retain currency; and to perform check rides. Inflight trainers may administer check rides to line Flight Attendants for quality control purposes.



## SECTION 24

### PROBATION

- A. From the time a Flight Attendant begins initial training they will be on probation for the first six (6) months of active service with the Company as a Flight Attendant. Active service begins upon commencement of Flight Attendant initial training.
- B. The Company may extend a Flight Attendant's probation for cause. In no event shall the extension last for more than one (1) month. The Flight Attendant and the Union must be notified in writing of the extension prior to the end of the Flight Attendant's first probation and the reason for the extension must be given.
- C. Probationary Flight Attendants will not have access to the Grievance Procedure and System Board of Adjustment to protest discipline, suspension or discharge. However, they will have access to contest contractual issues. During Company and Flight Attendant discussions regarding behavior and performance, the Flight Attendant may request Union Representation.

## SECTION 25

### NO STRIKE – NO LOCKOUT

- A. During the term of this Agreement there will be no strikes, work stoppages or slow-downs organized by the Union, its agents or representatives or by the Flight Attendants of the Company.
- B. The Company agrees there will be no lockouts during the term of this Agreement.

## SECTION 26

### AGENCY SHOP AND DUES CHECKOFF

- A. Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union will be required, as a condition of continued employment, beginning sixty (60) days after the effective date of this Agreement or the completion of her/his probationary period, whichever is later, to pay to the Union a monthly service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge will be an amount equal to the International Union's regular and usual monthly dues and periodic assessments. The monthly dues/service charge will be deducted in accordance with F.1.below.
- B. If any Flight Attendant covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charge or membership dues, the Union will notify such employee by Certified Mail, Return Receipt Requested, copy to the Head of Human Resources, that s/he is delinquent in the payment of such service charge or membership dues and is subject to discharge as a Flight Attendant from the Company. Such letter will also notify the Flight Attendant that s/he must remit the required payment within a period of fifteen (15) days or be discharged.
- C. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union will certify in writing to the Head of Human Resources, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Head of Human Resources will thereupon take proper steps to discharge such Flight Attendant from the service of the Company.
- D. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:
  - 1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification of discharge by the Director of Human Resources above. The request must be submitted to the Director of Human Resources who will review the grievance and render his decision in writing not later than five (5) days following receipt of the grievance.
  - 2. The Director of Human Resources will forward his/her decision to the Flight Attendant, with a copy to the Union. Said decision will be final and binding on all interested parties unless appealed. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. If the parties fail to agree upon a neutral referee within the specified period, either the Company or the Union may request the National Mediation Board (NMB) to name such arbitrator/neutral referee. The decision of the arbitrator/neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne by the Union.
- E. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director of Human Resources or the neutral referee, the Flight Attendant will not be discharged from the Company nor lose any seniority rights solely because of noncompliance with the terms and provisions of this Section:
  - 1. A Flight Attendant discharged by the Company under the provisions of this paragraph will be deemed to have been "discharged for cause."
  - 2. The Company will not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.

3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

F. Dues and Initiation Fees

1. During the life of this Agreement, the Company will deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union membership dues (Flight Attendants in the Company’s probation period are not charged the Union’s dues/service fees.) and any initiation fee uniformly required by the Union as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge, provided such Flight Attendant voluntarily executes an agreed upon form. This form, “Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues,” also to be known as a Service Charge and Dues Form (copy below), will be prepared and furnished by the Union.

Service Charge and Dues Form

I hereby authorize the Company to deduct from my first paycheck of the month the amount equivalent to 50% of the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union. Dues shall be deducted from the first paycheck of the next month and every month thereafter.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to 50% of the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union. Dues shall be deducted from the second paycheck of the next month and every month thereafter.

Separate and apart from all deductions for initiation fees and dues referenced herein, I also direct the Company to deduct from the second paycheck of each month an additional amount, equal to one month’s dues, for the purpose of satisfying any current or future dues arrears obligation and to pay such amount directly to the designated officer of the Union. Such arrears deduction shall continue until the entire dues arrearage is satisfied.

I agree that this authorization shall be irrevocable for a period of one year from the date of execution and thereafter may only be revoked by sending written notice to the International Secretary-Treasurer of the Association of Flight Attendants via certified mail, return receipt requested. Dues deductions will then cease within 60 days of the receipt of the revocation by the International Secretary-Treasurer.

Contributions or gifts to the Association of Flight Attendants-CWA are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Previous AFA Council

\_\_\_\_\_  
Initiation Fee

\_\_\_\_\_  
Monthly Dues

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Domicile/Home Base

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please complete and return to:

Association of Flight Attendants–CWA, AFL-CIO, 501 3rd Street, NW, Washington, D.C. 20001-2797

For AFA International Use Only Initiation Fee Waiver: \_\_\_\_\_ Yes \_\_\_\_\_ No

Amount in Arrears: \_\_\_\_\_ As of: \_\_\_\_\_

- a) The initiation fee will be deducted in six (6) equal monthly payments from the paycheck on the 15th of the month that the Flight Attendant receives, in accordance with paragraph 3.
  - b) The monthly dues/service charge will be deducted in two (2) equal payments from the pay checks that the Flight Attendant receives every month (on the 15th and last day of the month) after the Company's receipt of the Service Charge and Dues Form, in accordance with 3. below.
2. When a Flight Attendant properly executes such Service Charge and Dues Form, the International Secretary-Treasurer of the Union will forward an original copy to the Director of Human Resources. Any Service Charge and Dues Form which is incomplete or improperly executed will be returned to the International Secretary-Treasurer. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Director of Human Resources, with a copy to the Union. Such revocation will not relieve a Flight Attendant covered by this Agreement of the obligation to remit the required payments to the Union by alternate means. Service Charge and Dues Forms and notices received by the Company will be dated on the date received.
  3. When a Service Charge and Dues Form is received by the Director of Human Resources on or before the first day of the month, deductions will, at the latest, commence with the first payday of the following month and will continue thereafter until revoked or canceled as provided in this Section. However, if the Company can initiate the dues deduction with less notice, it will do so. The Company will remit to the Union a check in payment of all dues and assessments or service charges collected on a given payday within ten (10) days. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges to the Union will be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.
  4. If the Company experiences problems with the payroll deduction of union dues, service fees and initiation fees, the Company and the Union will mutually agree on a course of action to resolve the problem. The affected Flight Attendants will be informed of the resolution at least five (5) days before the first paycheck affected by the resolution.
  5. Suspension or Termination of Dues Deductions
    - a) No deduction of dues or service charges will be required of any Flight Attendant who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay Upon return to work as a Flight Attendant, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the appropriate provisions of this Section and of the Railway Labor Act, as amended.
    - b) A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, will be deemed to have automatically revoked her/his assignment. If the Flight Attendant is reemployed by the Company as a Flight Attendant, deductions will commence upon execution and receipt of a new Service Charge and Dues Form.
  6. Collections of any back dues or service charges owed at the time of starting deductions for any Flight Attendant and collection of dues or service charges missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues or service charges for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

7. Deductions of membership dues or service charges will be made bi-monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of the Flight Attendant's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which her/his last day of work occurs.

G. Company Failure to Resume Deductions Upon Return to Service

The Company will ensure that a Flight Attendant's payroll dues deduction is resumed upon a return to active service (from a leave of absence, furlough, etc.). If the Company fails to resume deductions, the Company will reimburse the Flight Attendant for the first (1st) month of dues if the Flight Attendant has contacted payroll within five (5) days after the first paycheck is issued upon her/his return and advised the Company that dues are not being deducted.

## SECTION 27

### HOSTAGE BENEFITS

- A. If a Flight Attendant, engaged in the course of duties for the Company, is interned, captured or held as a prisoner or hostage as a result of hostile action, she/he shall not suffer any Loss of Pay until she/he is released or until her/his death, whichever first occurs.
  - 1. Such compensation shall be in lieu of any other compensation to which she/he might otherwise be entitled under this Agreement.
  - 2. The Company may offset from the amount paid any compensation provided for by any law, Workers Compensation or otherwise, which the Flight Attendant is paid as a result of the hostile action.
  - 3. Payment to the Flight Attendant of her/his regular guarantee (or greater number of credit hours earned and/or projected for the bid period during which she became interned, captured, or held as a prisoner or hostage) during any period she/he is held shall be paid through Automatic direct deposit, if established, or if not established, then held in trust for her/him until the Flight Attendant's release or her/his death, whichever first occurs.
- B. The Flight Attendant shall retain and continue to accrue Flight Attendant seniority and longevity while held and the time during which she/he is held shall be considered a period of service with the Company for pay increase purposes and vacation and sick leave accruals. She/he shall be considered on active status.
- C. The Company will pay its contributions to benefits to include all insurance and retirement funds that were in effect at the time of internment. Deductions will continue for the employee. All insurance and pass benefits will remain in effect for eligible dependents.
- D. Upon return from the incident, the Flight Attendant will be returned as a Flight Attendant to the domicile held prior to the incident.

## SECTION 28

### PHYSICAL EXAMINATION

- A. Except as otherwise provided in this Agreement, a Flight Attendant shall not be required to submit to any medical or physical examination(s) or test(s) including Human Performance Examinations (HPE exams), unless the Company determines that reasonable grounds exist to establish that a Flight Attendant's medical condition is impaired. The Flight Attendant shall be notified in writing of the specific reason for the request.
1. Where the Company withholds a Flight Attendant from active status for purposes of a medical examination (including an HPE Exam), the Flight Attendant shall be pay protected, or made whole, as applicable, pending receipt of the results. This pay protection is contingent upon the cooperation of the Flight Attendant in providing necessary medical records, and in the scheduling of and attendance at the medical examination.
  2. Where possible, medical examinations required by the Company shall be conducted within twenty-five (25) miles of the Flight Attendant's base. If the Flight Attendant commutes from a city other than her/his base, the Company will endeavor to have the exam conducted in the city from where the Flight Attendant commutes. For examinations outside twenty-five (25) miles of the Flight Attendant's base or city of residence the Company shall arrange for positive space transportation over the lines of the Company to and from the medical exam. Pre-approved reasonable expenses, including ground transportation, for all flight attendants regardless of the 25-mile distance, shall be reimbursed.
- B. Company-Required Medical Exam
1. A Company required exam shall be performed by a licensed medical examiner designated by the Company. Any medical or HPE examination or test(s) required by the Company shall be paid for by the Company.
  2. HPE exams shall reasonably and fairly approximate the actual duties and physical requirements of a Flight Attendant. The examination shall be conducted for the limited purpose of determining a Flight Attendant's ability to perform her duties.
- C. Flight Attendants, upon request, shall be provided copies of all medical evaluations, reports, test results, and diagnostic interpretations. The Company will request only the final decision of the medical evaluation. The evaluation will be kept in a confidential lock drawer.
- D. When a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant may have a review of the case.
1. The Flight Attendant may employ a qualified licensed medical examiner of her own choosing and at her own expense for the purpose of conducting an examination or to refute the results of an HPE. The Flight Attendant may use, if allowable under their coverage plan, her/his health insurance benefits for this purpose. The Flight Attendant is responsible for all other costs.
  2. A copy of the decision on whether the Flight Attendant meets the essential functions, or not, of the job from the licensed medical examiner employed by the Flight Attendant shall be furnished to the Company within fourteen (14) days following the receipt by her of the findings of the Company's licensed medical examiner. If the report verifies the findings of the Company licensed medical examiner or if the Flight Attendant fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
  3. In the event that the report of the licensed medical examiner chosen by the Flight Attendant disagrees with the findings of the licensed medical examiner employed by the Company, the Company shall, at the written request of the Flight Attendant, ask that the two licensed medical examiners agree upon and appoint, within seven (7) days, a third qualified and impartial licensed medical examiner who is a specialist in the area of the Flight Attendant's alleged disability for the purpose of making a further examination of the Flight Attendant.



4. The report of the third licensed medical examiner shall be final and binding on all parties, and shall state whether the Flight Attendant is medically fit and whether she may safely be returned to flight status. The third licensed medical examiner shall send a copy of her report to the Company's licensed medical examiner and to the Flight Attendant's personal licensed medical examiner within seven (7) days after examination, unless an extension is requested. The Company licensed medical examiner shall notify the In-Flight Service designee of the neutral licensed medical examiner's decision.
  5. The expense of the neutral licensed medical examiner's examination shall be shared equally by the Company and the Flight Attendant.
- E. When a Flight Attendant is removed from flight status by the Company as a result of failure to pass the Company's medical examination (including an HPE exam), and appeals such action under the provisions of this Section, she shall, if such action is proven to be unwarranted, be made whole for the time removed from flying status until the time reinstated to flying status less the amount of time lost as a result of Flight Attendant's requests for additional time granted by extension to the time provisions of this Section.
- F. All information contained in or related to a Flight Attendant's medical file shall be kept confidential and shall only be released on a "need to know" basis. If there is a legal requirement to release information, the Flight Attendant shall be notified in writing as soon as practical.
- G. General
1. A Flight Attendant shall not be required to undergo any examination under the provisions of this Section within twelve (12) hours before or after a duty period and the Flight Attendant shall be given reasonable advance notice of the appointment time for the licensed medical examiner. However, under no circumstance shall the Flight Attendant have less notice than two (2) business days. The Flight Attendant may agree to waive these provisions.
  2. In the event a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures outlined in this Section, the Flight Attendant shall be placed on a Medical and/or FMLA Leave as governed by procedures outlined in this Agreement.

## SECTION 29

### PERSONNEL FILE

#### A. Critical Material in File

Complaint letters, discipline, and warnings shall not be entered into a Flight Attendant's personnel file without first:

1. Comprehensively reviewing whether placement in the file is appropriate.
2. Giving the affected Flight Attendant the opportunity to sign such material acknowledging she/he has seen it. Flight Attendant will sign a receipt acknowledging she/he has seen the material going into the file.
3. Providing a copy of the material to the Flight Attendant. Flight Attendant will sign that she received a copy of the material.
4. Affording the Flight Attendant the opportunity to provide a written response to any critical or unfavorable material placed in her/his file and have such become part of her/his file. Flight Attendant will sign that she was given an opportunity to provide a written response.
5. The Company shall purge complaint letters, warnings, and discipline from a Flight Attendant's personnel file after (a) one (1) year from the date of issuance if no further similar information has been filed during that period, (b) except for incidents of violence, threat of violence, sexual harassment and discrimination. The Company will remove reference to violence, threats of violence, sexual harassment and discrimination from the personnel file after two (2) years. In either case (5a. or 5b.), once letters, warnings, and discipline are removed from the personnel file they will not form the basis for discipline.
6. Upon request within one (1) business day notice, a Flight Attendant may inspect her/his personnel file and make copies of letters, evaluations, and reports pertaining to performance or discipline and signing a receipt for the Company of materials copied.

#### B. Non-Discrimination

Neither the Company nor the Flight Attendant shall discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, membership in a uniformed service, status as a disabled veteran or any other applicable classification protected by federal, state or local law.

#### C. Professional Standards

Should a Flight Attendant professional standards problem come to the attention of the Company (i.e., a conflict between Flight Attendants or a conflict between a Flight Attendant and a member of another employee group which affects their professional interaction and/or conduct of a Flight Attendant that reflects unfavorably upon the profession) the Company may, at its sole discretion, refer the employees to the Union Professional Standards Committee (UPSC). Nothing herein shall be interpreted to require such referral, to prohibit referral to another program, such as the Company or AFA EAP, or to prohibit any other Company action in accordance with the Agreement.

#### D. Perfect Attendance Program

Within 60 days after the ratification of this Agreement, the Company will develop a perfect attendance program for Flight Attendants who maintain a zero-point balance for twelve (12) months.

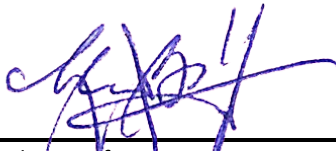
## SECTION 30

### EFFECTIVE DATE

This Agreement shall become effective January 1, 2023 and shall remain in full force and effect until December 31, 2026, and shall renew itself without change each succeeding January 1st thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, at least one hundred and eighty (180) days prior to, or any January 1st thereafter. Upon request from either party, the parties may agree to commence such negotiations three hundred sixty-five (365) days prior to December 31, 2026.

SILVER AIRWAYS, LLC

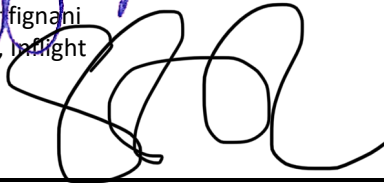
ASSOCIATION OF FLIGHT ATTENDANTS-CWA,  
AFL-CIO



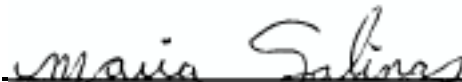
Glenn Birfignani  
Director, Inflight



Sara Nelson  
International President



Steven A. Rossum  
Chief Executive Officer



Maria Salinas  
MEC President



Valentin Lorien  
Staff Negotiator