

LEGEND

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

CLARIFICATION – Indicates the language is current policy, practice or understandings, Letters of Agreement which have been incorporated from Section 35, and Letters of Agreement which have not yet been inserted into the Contract.

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

NEW – Indicates new language.

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

(*) – Indicates words, sentences, or paragraphs that have been deleted.

ITALICS – Indicates provisions to be discussed

Any language that has been clarified, amended, is new or has been moved is indicated by underlining.

**SECTION 21
REDUCTION IN PERSONNEL**

CLARIFICATION 21.B.

B. Any reduction in Flight Attendants (*) shall be in inverse order of system classification seniority including probationary Flight Attendants, subject to Section 17. A furloughed Flight Attendant shall be re-employed in order of system classification seniority at the time of the furlough. A Flight Attendant recalled to a different domicile will be eligible for moving expenses under the provisions of Section 24.

SECTION 22 FILLING OF VACANCIES

CLARIFICATION 22.A.1.

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

AMENDED 22.A.2.

2. When permanent domicile vacancies occur, the senior Flight Attendant who has a bid on file will be offered an opportunity to transfer and fill the vacancy. A Flight Attendant may withdraw her/his bid at any time prior to the time offered an opportunity to transfer. However, a Flight Attendant who refuses an opportunity to transfer in accordance with a bid shall not file another bid for a period of three (3) months from the date of refusing to transfer. Transfer procedures delineated in this Section shall apply to Flight Attendants on leaves of absence.

AMENDED 22.A.4.

4. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than ten (10) days from the date notified of the assignment. A Flight Attendant on a leave of absence shall have ten (10) days from the date of return to active status to begin the assignment. A Flight Attendant shall be allowed a reasonable period between the time relieved of duties and time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.

NEW

22.D.3.

3. A Flight Attendant relocated because of a termination (closing) of a domicile location shall have a preferential right to return when vacancies occur because the geographic location has once again become a domicile. Such preferential right shall be exercised only for the first opportunity.

AMENDED

22.F.

F. Mutual Transfers

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

CLARIFICATION
AMENDED

22.G.1.

1. Successful bidders on permanent domicile transfers, and Flight Attendants making mutual transfers by seniority with the approval of the Company and Flight Attendants transferring in accordance with Paragraph I of this Section shall pay their own moving expenses to their new domicile location except that the Company shall furnish free contingent air transportation on the Company's system for such Flight Attendants and their spouse/domestic partner and dependents to the extent permitted by law, and shall allow such Flight Attendants to ship up to two thousand five hundred (2500) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.

CLARIFICATION

22.G.2.a.

a. Free contingent air transportation for the Flight Attendant and her/his spouse/domestic partner and dependents, if relocating, on the Company's system to the extent permitted by law.

AMENDED

22.G.2.b.

b. Shipping allowances up to two thousand five hundred (2500) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.

AMENDED

22.G.2.c.

c. (1) Free hotel accommodations at the new station for a period of seven (7) days which need not be consecutive and may be extended on an individual basis by the Manager of Onboard Service. The Company shall use AFA approved hotels.

(2). The Company shall arrange single room accommodations.
(*
)

(3). (*
)

AMENDED

22.J.4.

a. A Flight Attendant who is declared surplus and is transferred to another geographic domicile shall have preferential right to return to her/his former assignment when a vacancy occurs. Such preferential right (*) shall be exercised only for the first opportunity. During the initial three hundred and sixty five (365) days of such period, the Flight Attendant shall be given unlimited non-revenue space available (NRSA) business passes and two (2) round trip NRPS business passes per month for travel between the domicile to which transferred and the former domicile.

b. A Flight Attendant who is declared surplus and is transferred to another domicile at the same geographic location shall have preferential right to return to her/his former assignment when a vacancy occurs. Such preferential right (*) shall be exercised only for the first opportunity.

CLARIFICATION
AMENDED

22.L.1.

1. Unless eligible under Section 24.A.2., a Flight Attendant will receive two (2) round trip NRSA BP-7 passes per month to be used by the employee, spouse/domestic partner and/or dependents during the initial three hundred and sixty five (365) days after report. After the initial three hundred and sixty five (365) days, the Flight Attendant will receive one (1) round trip NRPS BP-3 business pass annually (*) to the location of her/his former residence.

CLARIFICATION 22.L.2.a.

a. The Company will provide one (1) round trip BP-3 NRPS business pass for the purpose of “househunting” to each Flight Attendant, as well as spouse/domestic partner and dependents, between the International domicile and their new domicile or place of permanent residence for use prior to their effective transfer date.

CLARIFICATION 22.L.2.b.

b. Transferring Flight Attendants, as well as their spouse/domestic partner and dependents, will be provided one (1) one-way BP-3 NRPS business pass between the International domicile and their new domicile or place of permanent residence for the purpose of this transfer.

AMENDED 22.L.2.c.

c. Flight Attendants shall be permitted to ship up to five thousand (5,000) pounds of personal effects to the new domicile as space available COMAT on Company aircraft.

NEW 22.L.3.

3. In the event of an International Domicile closure, the Company shall secure the appropriate immigration visas/residency/work permits for the affected Flight Attendants.

CLARIFICATION 22.M.

M. Work Visa Issues

If a Flight Attendant, through no fault of her/his own loses and/or is unable to maintain her/his ability to continue to work in the country where she/he is domiciled and is not covered by the provisions of Section 22.L., the Company shall transfer the Flight Attendant to a domicile location where she/he has the legal right to work. The Flight Attendant’s preference(s) shall be considered in determining the location.

**SECTION 23
LEAVES OF ABSENCE**

AMENDED

23.C.

C. Medical Leave of Absence

Upon request, the Company shall grant the following medical leaves of absence: occupational and non-occupational. When leaves of absence are granted due to occupational or non-occupational illness or injury, a Flight Attendant shall retain and accrue seniority for a period not to exceed seven (7) years.

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

AMENDED

23.D.2.

2. A Flight Attendant on leave status due to pregnancy must be available to return to active service as a Flight Attendant within one hundred and eighty (180) days following the date of delivery. Return to active service is contingent on passing a Company physical examination.

AMENDED

23.D.3.

3. If, due to the health of the Flight Attendant's new born child, additional time off is deemed necessary by the Company's medical examiner, return to active status may be delayed for up to but in no case exceeding an additional one hundred and eighty (180) days.

CLARIFICATION 23.F.

F. Military Leave

A Flight Attendant who performs military duty, whether voluntarily or involuntarily, for the government of her/his country of citizenship or legal residency, shall retain and continue to accrue seniority. Such Flight Attendants performing military duty shall continue to accrue seniority only during the period in which they are performing duty plus ninety (90) days, unless a greater period is otherwise provided by law. Further, such Flight Attendant shall not accrue any greater seniority nor shall her/his relative seniority position be different than it would have been had she/he not performed military duty.

Military duty includes active duty, active duty for training, inactivity duty training (such as drills), and initial active duty training, as well as the emergency period for which a Flight Attendant is absent from work for the purpose of an examination to determine fitness to perform such duty, national emergency call-ups, federal training and service in the National Guard of the Flight Attendant's country of citizenship or legal residency or its equivalent.

AMENDED 23.G.1.

1. A Flight Attendant who adopts a child may request and shall be granted a parental leave of absence for a period not to exceed one hundred and eighty (180) days from the date of the adoption.

AMENDED 23.G.2.

2. When a male Flight Attendant desires to remain at home with his newborn child, he may request and shall be granted a paternal leave of absence for a period not to exceed one hundred and eighty (180) days from the date of delivery.

AMENDED
NEW 23.I.3.

3. The Company shall notify Flight Attendants of their expected return or leave termination date no less than 30 days prior to such date.

AMENDED

23.J.1.

1. A Flight Attendant who has been on leave of absence in excess of twelve (12) months shall not be returned to pay status until she/he has completed any necessary requalification training. Such training shall be conducted within thirty (30) days after the Flight Attendant has notified the Company of her/his desire to be trained, provided, however, that any necessary requalification training shall not be given more than thirty (30) days prior to the date the Flight Attendant will be available for duty. If the Company fails to provide such training within thirty (30) days, the Flight Attendant shall be compensated as if returned on active status.

AMENDED

23.K.

K. Other Employment

For the purposes of this Section, a Flight Attendant may (*) engage in gainful employment for someone other than the Company without prior permission (*).

AMENDED

23.M.

M. Family Medical Leave

1. (*) An eligible Flight Attendant may request Family Medical Leave due to the serious health condition of the employee, spouse, child or parent or for the birth or placement of a child. Leave terms and conditions, eligibility criteria and administrative procedures shall be the same as Federal law except for the provisions in paragraph 2.

2. The following shall be recognized under Family Medical Leave:

a. Family Medical Leave is available for the serious health condition of a domestic partner.

b. The standard eligibility formula is 470 credited flight hours in the previous 12 months (65 credited flight hours monthly x 12 months x 60%).

c. The usage is 216 flight hours (77 hours x 2.8 months) or 2.8 months for block usage.

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

e. Family Medical Leave usage shall run concurrent with other types of leaves only at the request of the Flight Attendant.

NEW

23.N.

N. Domestic and Sexual Violence Leave

The Company shall recognize a Flight Attendant's right to seek help for domestic and sexual violence. The State of Illinois Victims' Economic Security and Safety Act (VESSA) shall have jurisdiction in such matters for all Flight Attendants in both domestic and international domiciles.

Notwithstanding the above paragraph, Flight Attendants shall retain the right to pursue this protection in any other state or country which also has jurisdiction.

NEW

23.O.

O. Consecutive Leaves

A Flight Attendant shall not be precluded from being awarded a subsequent Leave of Absence from a current Leave of Absence without return to active status.

**SECTION 24
MOVING EXPENSES**

- BOOK

**SECTION 25
PERSONNEL FILE**

AMENDED

25.C.

C. (☐) Complaint Letters

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

- a. The Flight Attendant is clearly identified in the letter.
- b. The alleged misconduct or disservice was something over which the Flight Attendant had control.
- c. The letter is reviewed with the Flight Attendant and she/he is afforded the opportunity to add her/his comments to the letter.
- d. The name of the person writing such a report or letter is clearly identified.

2. All (*) complaint letters will be removed at the first opportunity from the employee's file after a period of twelve (12) months of active service from the date of their receipt, provided there have been no other infractions during that period. In the event other (*) complaint letters are received at any time during the said twelve (12) months, the letters will be retained in the file until such time that there is a twelve (12) month period of active service with no (*) complaint letters received.

AMENDED

25.E.

E. Inflight Observations

Inflight observation reports shall be removed from a Flight Attendants' file after one (1) year of active service from the date of issuance, provided that with respect to unsatisfactory reports, no further unsatisfactory inflight observation reports have been issued during that time. Observation reports which are removed from a Flight Attendant's file shall be given to the Flight Attendant.