



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

APRIL 6, 2009

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 1
RECOGNITION**

- BOOK

SECTION 2 DEFINITIONS

AMENDED

2.D.1.

1. Co-Terminals

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

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

(*)

CLARIFICATION

2.D.2.

2. Modified Co-Terminals

"Modified Co-Terminals" are the geographical locations where Flight Attendants are based but are assigned to the nearest geographical domicile for the purpose of the administration and non-scheduling aspect of the Agreement. Flying at each "modified co-terminal" shall remain independent and discreet to that specific location. The Company will not establish "modified co-terminals" without the written expressed consent of the Union.

LAS Assigned to Los Angeles

CLARIFICATION

2.I.

I. Drafting

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights. Drafting may only occur six (6) hours or less from departure and may not be used to fill language or purser qualification. Drafting may not occur for load purposes.

AMENDED

2.N.

N. Flight Attendant

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

CLARIFICATION

2.P.

P. Flight Time

Actual

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

Credited

Credited flight time means the time which is accumulated toward a Flight Attendant's monthly credited flight time maximum as described in Sections 7 and 12. Credited flight time may be more than but cannot be less than actual flight time, except in certain cases involving AFA or sick leave make-up.

AMENDED

2.Q.1.a.

a. United States' "holidays" shall include:

New Year's Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the following day, Christmas Day and the Flight Attendant's Birthday.

- AMENDED 2.Q.1.b.
- b. United Kingdom’s “holidays” shall include:
- New Year’s Day, Good Friday, Easter Monday, Spring Bank Holiday, Whitsun Bank Holiday, August Bank Holiday, All Saints’ Day, Christmas Day, Boxing Day, and the Flight Attendant’s Birthday.
- DELETE 2.Q.1.c.
- c. (*)
- DELETE 2.Q.1.d.
- d. (*)
- AMENDED 2.Q.1.e.
- e. Hong Kong’s “holidays” shall include:
- New Year’s Day, Chinese New Year, Ching Ming Festival, Tuen Ng Festival, Handover Day, Day After Mid Autumn Festival, Christmas Day, National Day, Day After National Day, and the Flight Attendant’s Birthday.
- AMENDED 2.Q.1.f.
- f. Germany’s “holidays” shall include:
- New Year’s Day, Good Friday, Easter, Ascension Day, Ascension of Mary Day, Unification Day, All Saint’s Day, Christmas Day, Day after Christmas, and the Flight Attendant’s Birthday.
- AMENDED 2.Q.1.g.
- g. Japan’s “holidays” shall include:
- New Year’s Day, National Founding Day, Spring Equinox Day, Greenery Day, Constitutional Memorial Day, Autumnal Equinox, Health/Sports Day, Labor/Thanksgiving Day, Emperor’s Birthday and the Flight Attendant’s Birthday.

AMENDED

2.Q.2.

2. Flight Attendants will be paid for the holidays specified for her/his domicile country. No Flight Attendant shall be eligible to be paid for more than ten (10) holidays in any calendar year.

AMENDED

2.Y.1.

1. IDs dropped by Flight Attendants.

NEW

2.II.

II. Irregular Operations

Flights that do not operate in accordance with the published schedule because of circumstances such as weather, maintenance delays, cancellations, crew shortages, misconnects, air traffic control, or similar circumstances within the system, as well as natural disasters, sabotage, hijacking, bomb threat or actual bomb, terrorist attacks and/or acts of war.

NEW

2.JJ.

JJ. Same day reassignment

Any duty time, exclusive of flight time, that extends into another calendar day as a result of either the first or last segment, shall not be considered a "day" for the purpose of reassignment.

SECTION 3 UNION ACTIVITIES

CLARIFICATION 3.A.3.

3. The Company will not remove material from these bulletin boards before it has made a reasonable effort to contact the LEC President, the LEC Vice President, the LEC Secretary (*), or designees. In the event of a dispute over the removal of an item, the matter shall immediately be reviewed by the Director Labor Relations-Onboard or designee and the MEC President or designee. Bulletin board postings may not contain derogatory remarks about any Company personnel. The following criteria shall be used when reviewing bulletin board postings: factual, non-inflammatory and not derogatory of the Company or its representatives.

AMENDED 3.E.

E. Union Pin

Flight Attendants shall be permitted to wear the official Union pin as designated by the United Master Executive Council including any ribbons and/or other accessories and colors associated with said pin on a place visible on all Flight Attendant uniforms. The Company reserves the right to designate the location where the official Union pin may be worn.

CLARIFICATION
NEW

3.F.1.

1. Flight Attendants shall be furnished non-revenue, positive space (NRPS) transportation when on approved Union business. The MEC President shall designate those AFA Representatives who shall have self ticketing authority for Union positive space (NRPS) transportation.

CLARIFICATION 3.H.4.

4. The following criteria shall be used when reviewing material to be distributed by the Union in Flight Attendants mailboxes: factual, non-inflammatory and not derogatory of the Company or its representatives.

CLARIFICATION 3.I.17.

17. Mode 14 - Access to secure lines of flying.

NEW 3.I.18.

18. Annual DOT/FAA (Department of Transportation/Federal Aviation Administration) alcohol and drug testing statistical reports.

NEW 3.I.19.

19. Quarterly and annual EAP/Behavioral Health Services authorization and utilization reports for Flight Attendants.

CLARIFICATION 3.J.13.

13. Mode 14 - Access to secure lines of flying.

AMENDED 3.K.1.

1. The Company and the MEC President/designee will select hotels for inspection at layover cities in accordance with the WHQBQ/Union Operating Charter and will compile a list of hotels which provide safe, clean and quiet accommodations with adequate and available eating facilities. This process will be no less advantageous for the Flight Attendants than for any other group on the property.

CLARIFICATION
AMENDED

3.K.2.

2. In the event that the Union does not agree with the Company's decision on a layover hotel, the Company shall not utilize any hotel disapproved by the Union. (*) The Company shall move Flight Attendants out of a newly disapproved hotel within sixty (60) days.

AMENDED

3.N.2.b.

b. Union Schedule Committees may make recommendations to the Company as to the sequencing of trips for relief and reserve move-up lines as soon as possible after receiving the monthly DSL. These recommendations will be taken into consideration for the construction of the lines. If a flight requires an Extra Staffing Complement (XSC) position for fifty percent (50%) of the month, the position shall be part of a DSL ID for the same month in the following year.

AMENDED

3.R.

R. Union Flight Pay Loss

Upon request, the Company shall provide flight pay loss for ID(s) dropped to a maximum of one hundred (100) hours per month for Local Council President including the Local Council President of a modified co-terminal, or designees, for the purpose of conducting Union business for United Flight Attendants. In addition, the Company shall provide flight pay loss for ID(s) dropped to a maximum of six hundred (600) hours per month, to be administered by the Master Executive Council President for the purpose of conducting Union business for United Flight Attendants. It is understood that this time will not be used for the purpose of contract negotiations or for a System Board Member. It is also understood that the Union will not be charged more than 10% override on the flight pay loss provided by the Company.

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

CLARIFICATION
AMENDED

3.S.

S. The Company shall allot four (4) hours per class at the Flight Attendant Training Center to address each class of trainees by a representative of the Union. The Company shall allot time during each domicile indoctrination/orientation for an AFA representative to address the Flight Attendants who are reporting to the domicile. In addition the Company shall not have representatives present.

AMENDED

3.U.

U. The Company will (*) provide the Union with office space at all domicile and modified co-terminal locations. The space shall be well ventilated and of sufficient size to accommodate computers, printers and other such equipment to conduct business. Such space will be non-contiguous to Onboard Service and shall be provided at no cost to the Union. (*) The Union will be given no less favorable consideration than any other labor organization in regard to the continued availability of space for union offices on Company property. The Company shall also provide a Unimatic terminal with an associated printer at the MEC and LEC offices. This terminal will be authorized mode 46 and mode 14 access and will have access to the Company's Intranet Network. The Company will retain ownership and perform all required maintenance of the equipment. Additionally a Unitel telephone line shall be provided and all associated costs shall be borne by the Union.

SECTION 4 GENERAL

CLARIFICATION 4.A.

A. Equal Rights

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

AMENDED 4.D.2.

2. If there is no adequate flight crew lounge at layover stations or locations where Flight Attendants are based the Company shall furnish comfortable, clean and quiet rooms in a suitable location where Flight Attendants are scheduled at such stations in excess of three hours (3:00). There will be no more than one (1) Flight Attendant assigned to a room. The Company shall include the name and phone number of the hotel in the key pages.

AMENDED 4.F.

F. Emergency Assignments

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

AMENDED

4.H.

H. Rules

The Company's General Policy and Onboard Service Manuals shall govern all Flight Attendants insofar as they are not in conflict with this Agreement. Such manuals shall be available to Flight Attendants at all domicile locations. The Union shall receive notice and copies of any proposed changes to said General Policy and Onboard Service Manuals.

CLARIFICATION

4.J.2.

2. A Flight Attendant shall receive pay equal to seventy percent (70 %) of her/his line projection or base pay, whichever is greater not later than the first (1st) day of each month.

AMENDED

4.J.3.a.

a. Flight Attendants may elect to receive their paycheck/paystub by mail. The Company shall bear the cost of such mailing.

NEW

4.J.3.c.

c. At International Domiciles, Flight Attendants, if they so elect, shall have all payments electronically deposited in the local currency in the financial institution of their choice provided such institution accepts electronic deposits.

NEW

4.J.3.d.

d. If on the day payroll is calculated, the actual exchange rate for any of the listed locations as defined on page XXX, exceeds the floor rate, the higher rate will be utilized.

NEW

4.J.3.e.

e. Paystubs shall indicate "salary" and that these payments are from United Airlines.

NEW

4.J.3.f.

f. In the event a Flight Attendant is unable to secure a bank account in the country of her/his domicile location due to residency requirements, the Company shall sponsor or establish a bank account for the personal use of the Flight Attendant.

AMENDED

4.J.4.

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

AMENDED

4.M.

M. Pass Transportation

It is agreed that the current pass transportation regulations as established by Company policy, (*) will apply to Flight Attendants and Flight Attendant retirees, and will not be substantially changed or discontinued during the term of this Agreement without prior approval of the Union. It is further understood that any additional pass entitlements extended to other employees during the term of this Agreement will also be extended to the Flight Attendants, surviving spouses, domestic partners, and/or their dependents.

CLARIFICATION 4.N.

N. Jury Duty

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

CLARIFICATION 4.O.

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

NEW

4.R.4.

4. There shall be no taxes or fees for CJA usage.

CLARIFICATION 4.S.

S. Displacement

A Flight Instructor, Supervisor-Onboard Service or a Flight Attendant on a Union leave of absence whose name appears on the Flight Attendant System Seniority List may displace a Flight Attendant on any ID(s). a Flight Attendant Instructor, Supervisor-Onboard Service, Staff Representative- Safety or any Onboard Service Management personnel who has direct responsibility for the development and/or implementation of Onboard Service policies and procedures whose name does not appear on the Flight Attendant System Seniority List may displace six (6) times a year. Further, such individuals shall be governed by all flight time and duty time provisions of the Agreement and shall only displace on an ID(s) which has first been assigned to either a lineholder or reserve. A Flight Attendant assigned a premium position shall not be displaced. A supervisor currently on the Flight Attendant Seniority List shall compete for work positions at her/his own seniority. A supervisor not currently on the Seniority List shall assume a seniority ranking below the most junior Flight Attendant on the crew. It is recognized the above stated application does not apply in those instances where provisions of Paragraph F of this Section have been initiated.

CLARIFICATION
AMENDED

4.T.

T. Emergency Time Off

Flight Attendants shall be entitled to time off without loss of pay up to a maximum of five (5) days, in the event of death in her/his immediate family, domestic partner's or spouse's immediate family. (*)

AMENDED

4.V.

V. Personal Time Off

Guaranteed PTO time will be made available to Flight Attendants on a daily basis regardless of Critical Coverage. Guaranteed PTO will consist of two per cent (2%) of a domicile's active Flight Attendant population on any day. Such PTO will be granted on a seniority basis a day at a time to Flight Attendants; however, to ensure equitable distribution, Flight Attendants may use the guaranteed PTO for twelve (12) days a year. The daily percentage will be allocated in two (2) equal parts (any fraction will be allocated to the fifteen [15] day-in-advance portion). PTO will be awarded daily starting fifteen (15) days before the requested date until exhaustion of the allocated portion. (*) A one (1) day notice will be required to qualify for the five (5) day portion of the guaranteed PTO time. If the needs of the service permit, however, any unused slots may continue to be available until 0001 of the requested day. Such requests will have priority over regular ANP.

AMENDED

4.W.2.

2. The Company will notify the MEC President/designee of any decision to place new equipment or reconfigured/redesigned existing equipment into service. The Union will receive copies of all interior design plans, including revisions of such plans. The Union's input to such plans will be considered at the beginning of the design process, particularly in regard to location of emergency equipment, crew rest location and galley design.

AMENDED

4.W.4.

4. International On-Board Rest Facilities

On new equipment scheduled to fly six (6) hours or more, or which is later redeployed to fly six (6) hours or more, the Company will install a number of bunks equal to fifty percent (50%) of the maximum crew complement. Such facilities will be no less favorable for comparable new equipment than those provided by Section 12.M.5.(b) and (c) for aircraft specified therein. The foregoing is not intended to change, replace or modify the provisions of Section 12.M.5. of the Agreement.

AMENDED

4.Z.

Z. Electronic Communications

The Company may communicate with Flight Attendants and AFA-CWA via electronic means. The Company is not required to provide paper documents for official notices, general information, and correspondence related to grievances and hearing decisions, except that the Company will continue to send paper copies of disciplinary letters, Letters of Charge, and hearing/grievance decisions to the affected Flight Attendant(s). The Company will provide adequate equipment in domiciles for Flight Attendants to access electronic communications. Each domicile will have a number of computer terminals in working order to equal no less than two percent (2%) of that domicile population and printers in working order to equal no less than one percent (1%). The AFA-CWA and the Company will meet to discuss Flight Attendant access issues prior to implementation of any new communication methodology.

NEW

4.AA.

AA. Crew Scheduling Tapes

a. A phone recording shall be used to tape all telephone conversations between Crew Scheduling, all other departments performing crew scheduling activities, and Flight Attendants. The phone recording system shall provide a method of indication of the time, date of calls and numbers called.

b. Such recording shall be kept for a minimum of one hundred and twenty (120) days and shall be made accessible to each Local President/designee upon request. If for any reason, a recorded conversation, or part of it, is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be conducted by the Director of Crew Scheduling upon request from the respective Local President/designee. The Company may not use a damaged or incomplete tape as evidence against a Flight Attendant. Furthermore, in the case of a disagreement between a Flight Attendant and the Company, if a requested tape is missing, damaged or otherwise incomplete, the Flight Attendant's position will be judged to be vindicated.

c. The Company will provide the recording(s) to the Union within three (3) days of request.

NEW

4.BB.

BB. Documents

The Company shall keep copies of all documents and transactions related to Flight Attendants for a minimum of one hundred and twenty (120) days.

NEW

4.CC.

CC. Signature Required Mail

When the Company sends a letter to a Flight Attendant requiring action from the Flight Attendant, such document shall be mailed using Certified Mail or a mailing/courier service requiring signature as acknowledgement of receipt. Whatever time limitations are included in the letter will commence on the date of receipt.

NEW

4.DD.

DD. Locked Crew Compartment

On all new or reconfigured aircrafts, and no later than eighteen (18) months from date of signing for all other aircrafts, the Company will provide locking secure compartments for the sole use of Flight Attendants. These compartments will be large enough to accommodate purses, small suitcases and other valuables for a complete crew complement.

NEW

4.EE.

EE. Reciprocal Cabin Seat

The Company will maintain the current cabin seat agreements with other airlines for Flight Attendants. In addition, the Company will do everything possible to expand the agreements to other airlines including those that serve the International Domiciles.

SECTION 5 COMPENSATION

5.A.1. and A.2. Substantially increase wages at rates to be discussed.

The modifications to Sections 5.A.1. and 5.A.2. of the Agreement will bring United Flight Attendants' wages in line with industry leaders and will recognize their valuable contribution to the Company. The modifications will put in place extensions to the longevity schedule and achieve a merged pay scale.

AMENDED

5.B.1.

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

B-737 Series, A320 Series,
B-757 Series, A319 Series \$3.00

B-747, B-777, DC-10, and
B-767 Series \$4.50

Aft Purser B-747 \$4.50

AMENDED

5.B.3.b.

b. A Flight Attendant (*) shall be eligible for Purser pay for her/his vacation(s).

AMENDED

5.B.3.c.

c. A Flight Attendant (*) shall be eligible for galley pay for her/his vacation(s).

AMENDED

5. D.

D. A reserve shall be guaranteed twenty-five (25) hours of incentive pay, in addition to base pay, for the month, provided that when a reserve is unavailable for duty on a without pay basis, her/his minimum guarantee will be reduced by five (5) hours for each day unavailable for scheduled duty.

AMENDED

5.E.

1. Reserve Override

In addition to Paragraph D above, a reserve shall be compensated at the following rate, prorated for each credited flight hour, whenever she/he has been available during the month: Five Dollars (\$ 5.00).

2. Reserve to Lineholder

In addition to Paragraph D and E.1. above, a reserve whose assignment overlaps into her/his new lineholder month, shall be compensated, in addition to all other applicable pay protection provisions, at twice her/his rate of pay including premium and language for the ID flown.

AMENDED

5.H.

H. Understaffing Pay

Should a flight be dispatched with less than the total number of Flight Attendants onboard required by the Company standard, each Flight Attendant working the flight will be compensated at the rate of Ten Dollars (\$10.00) per hour or fraction thereof for each Flight Attendant absent, block to block and for holding time when a meal is served.

CLARIFICATION
AMENDED

5.I.

I. Night Pay

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

DELETE

5.J.1.a.

a. (*)

DELETE

5.J.1.b.

b. (*)

DELETE

5.J.1.c.

c. (*)

DELETE

5.J.1.d.

d. (*)

DELETE

5.J.1.e.

e. (*)

AMENDED

5.J.1.f.

f. Qualifying "Wages" shall include base pay, holiday pay, sick pay, occupational pay, vacation pay, overrides, premiums, incentive, similar awards or allowances and profit sharing payments, but shall exclude expense reimbursement, pension payments and imputed income.

DELETE

5.J.1.g.

g. (*)

DELETE 5.J.1.h.

h. (*)

DELETE 5.J.1.i.

i. (*)

DELETE 5.J.1.j.

j. (*)

AMENDED 5.K.

K. Work Stoppage

A Flight Attendant's guarantee will be reduced in accordance with the ANP principles of Paragraphs C and D above, for any period during which there is no work because all or part of the Company's aircraft are not available for flight, due to action by governmental authorities or because of work stoppage or reduction in connection with a labor dispute, or other circumstances beyond the control of the Company. In addition, the furlough provisions of Section 21 shall not apply in any of the circumstances listed above.

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

<u>Duration of ANP Status</u>	<u>Recall Notice</u>
<u>1 – 30 days</u>	<u>72 hours</u>
(*)	(*)
31 or more days	14 days

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

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

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

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

<u>Duration of ANP Status</u>	<u>Contact Company</u>
<u>1 – 30 days</u> (*)	<u>24 hours</u> (*)
31 or more days	7 days

AMENDED

5.L.3.

3. In addition to compensation provided under Section 15, Flight Attendants scheduled (*) to attend any training or meeting on a holiday, shall receive full pay at their hourly rate of pay, for credit purposes per hour prorated. In addition to the compensation provided above, a Flight Attendant who travels for training on a holiday shall receive an additional fifteen (15) dollars per hour of travel, prorated.

CLARIFICATION
NEW

5.L.4.

4. In the event a Flight Attendant is drafted or reassigned from a scheduled holiday ID, the Flight Attendant shall be paid the greater of the value of the originally scheduled ID including holiday pay or of the ID that is actually flown.

AMENDED

5.O.

O. Language Incentive Pay

Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s) as designated in the bid cover letter working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation: One Dollar and Fifty cents (\$1.50) per hour prorated for each credited hour flown.

Such compensation shall be paid on a per hour basis for aircraft flown and for all credited time. (*)

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

NEW

5.P.

P. Drafting Pay

In addition to all applicable pay protection provisions of the Agreement, a drafted Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

NEW

5.Q.

Q. Penalty Pay

When the Company is found to be in violation of the Agreement and/or Company policies, in addition to being made whole, those affected Flight Attendants shall be compensated at twice their rate of pay, including premium and language, if they were required to work an incorrect flight assignment. If the violation did not involve flight time, in addition to being made whole, the affected Flight Attendants shall be credited with five (5) hours of flight time, for pay purposes only.

NEW

5.R.

R. Ground Pay

Flight Attendants shall be compensated at one half (1/2) their hourly rate of pay, including premium and language, for any time on duty that is not actual flight time. This compensation will be in addition to all other pay factors.

SECTION 6
EXPENSES, TRANSPORTATION AND LODGING

AMENDED

6.A.1.

1. A Flight Attendant when on duty or on flight assignment shall receive: \$3.00 per hour prorated from the time she/he is scheduled to report for duty or actually reports for duty, whichever is later and shall continue until termination of duty or flight assignment upon return to her/his home domicile. (*)

AMENDED

6.A.2.

2. Meals, of first class quality or better, appropriate to the time of day, and bottled water, will be boarded for Flight Attendants at company expense on every flight. Flight Attendants shall have the ability to request special dietary meals based on the list of options the Company offers revenue passengers. Flight Attendants shall be permitted to remove their meal(s) and bottled water from the aircraft.

AMENDED

6.B.5.

5. Unless otherwise requested by the Union, on layovers of fifteen (15) hours or more, the Company will provide hotels in downtown or downtown-like locations in close proximity to restaurants and shops.

CLARIFICATION

6.B.7.

7. In the event it becomes necessary to change a layover facility after monthly key pages have been distributed, Flight Attendants shall be notified of said change as soon as possible. The changes will be posted on the domicile bulletin board and reflected on the applicable IBS.

CLARIFICATION
AMENDED

6.B.9.

9. The Company shall provide each scheduled layover hotel with a list of approved hotels, if any, which should be used in priority order in the event a Flight Attendant is denied a room at the scheduled layover hotel. No unapproved overflow hotels will be used for these purposes. Any such list and communication to the hotel will be provided to the MEC President/designee. The Company will make available a list of approved hotels in the domicile.

AMENDED

6.C.2.

2. A Flight Attendant will be allowed actual expenses for cab or limousine or other transportation between airport or co-terminal and place of lodging at domicile points whenever scheduled or actual departure time of her/his flight assignment is between 10:00 p.m. and 8:00 a.m. or when scheduled or actual arrival time of the flight is between 8:00 p.m. and 6:00 a.m. Additionally, this provision shall apply whenever a Flight Attendant is released from duty during the above times.

AMENDED

6.C.3.

3. A Flight Attendant shall be reimbursed for actual expenses for cab transportation to the airport when the reserve Flight Attendant determines such transportation is necessary in order to respond to a call of less than four (4) hours before departure. Onboard Scheduling shall authorize reimbursement on an actual basis for the return, if the Flight Attendant was unable to utilize her/his personal transportation in order to make the less than four (4) hour call out. (*) Claim for such expenses shall be made on a regular expense form which shall be supported by a receipt approved by Onboard Scheduling and the form shall indicate the flight number and for any such cab expenses.

AMENDED

6.D.1.

1. In the event parking facilities are not available for employees at the airport location, the Company will assume the monthly parking charges up to a maximum of one hundred dollars (\$100.00) per month. This provision does not apply to original or replacement changes for employees for parking decals, stickers, gate keys or similar items. It is understood that a Flight Attendant may park her/his car at either her/his domicile or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location.

AMENDED

6.D.2.

2. If a Flight Attendant is scheduled to fly or deadhead from an airport serving her/his domicile and parking is not provided for her/his automobile, public facilities may be used and charges will be paid by the Company. Such charges shall be submitted within thirty (30) days on the Company expense forms and will be supported by a receipt.

NEW

6.F.

F. Reimbursements

For all reimbursements contemplated in this section, the Company shall reimburse Flight Attendants within thirty (30) days from the date the Company expense form was submitted.

NEW

6.G.

G. Pre-Tax Transit Benefits

G. The Company will establish transit/commuter benefit programs in those domicile cities where a pre-tax transit/commuter program exists and offer participation to Flight Attendants.

SECTION 7 HOURS OF SERVICE AND CONTRACTUAL LEGALITIES

CLARIFICATION 7.B.

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

Flight Attendants placed on active status after the beginning of the bid month shall have their monthly and quarterly flight time maximum and minimum days off prorated based on current methodology.

CLARIFICATION 7.C.

C. Holding Time Limitations

The maximum holding time for a Flight Attendant shall be limited to four (4) hours at any one point or a total of five (5) hours during any on-duty period. A Flight Attendant may be required to remain with passengers beyond scheduled ground time only on board the aircraft. A Flight Attendant shall be given a fifteen (15) minute rest period after each two (2) hours required to remain with passengers on board an aircraft. This will not extend the four (4) or five (5) hour limitation above. At the end of four (4) hours all the Flight Attendants assigned to the flight shall be (1) relieved from holding with passengers, (2) reassigned, or (3) released from duty.

CLARIFICATION 7.F.3.

3. Flight Attendants in all cases shall be relieved from duty for twenty-four (24) hours in seven (7) consecutive days.

AMENDED 7.G.1.b.

b. A reserve shall be relieved of all duties for a minimum of twelve (12) calendar days in a thirty (30) day bid month and thirteen (13) calendar days in a thirty-one (31) day bid month at her/his domicile.

- NEW 7.G.2.a.(3).
(3). Flight Attendants shall be compensated at twice their rate of pay, including premium and language, for any flight time that falls into a previously unassigned day. This compensation shall be in excess of any other pay protection provisions that apply.
- AMENDED 7.I.1.
1. Commencement of Duty – Flight Attendants shall report (*) in complete uniform as follows:
- AMENDED 7.I.1.b.
b. Layover Point
- | | |
|--------------|------------|
| Jumbo | 1 hour |
| Narrowbodies | 45 minutes |
- When Flight Attendants using Company scheduled transportation arrive at their report location at the airport more than forty-five (45) minutes prior to their report time, duty shall have deemed to have started at that point. Flight Attendants will immediately contact the Crew Desk to have their duty time adjusted.
- CLARIFICATION 7.I.1.b.(1).
(1). The Company must increase the 7.I.1.b above scheduled reporting time by a maximum of thirty (30) minutes for the purpose of extending the duty period whenever a working Flight Attendant is required to go through customs check prior to departure.
- CLARIFICATION 7.I.1.c.(1).
(1). The Company must increase the 7.I.1.c. above scheduled reporting time by a maximum of thirty (30) minutes for the purpose of extending the duty period for a Flight Attendant who is required to deadhead on a flight departing from a Canadian city and where similar pre-clearance formalities are required.

DELETED 7.1.2.b.

b. (*)

CLARIFICATION 7.1.2.c.

c. The Company may waive the report time as provided for in Sections 7.1.2.a.(1) above by fifteen (15) minutes. Application of these waivers for layovers in Canadian cities when appropriate must consider the customs checks at the termination of duty upon arrival into Canada and the requirement to pre-clear customs at the commencement of duty prior to departure from Canada but in no case shall reduce appropriate legal rest.

AMENDED 7.1.3.f.

f. A Flight Attendant required to undergo drug or alcohol testing shall have her/his duty time extended by thirty (30) minutes or actual time whichever is greater for pay credit purposes only.

AMENDED 7.1.4.a.

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

For Duty Period Starting	Scheduled	Actual
<u>0600-1559</u>	<u>*12 1/2</u>	<u>14</u>
<u>1600-2359</u>	<u>*11 1/2</u>	<u>13</u>
<u>0000-0559</u>	<u>*10 1/2</u>	<u>12</u>

* When on a block to block basis, the duty period contains a break of at least five (5) hours or twice the number of hours of duty aloft in the duty period preceding the break, whichever is greater, thirteen (13) hours shall apply or twelve (12) for a duty period starting 0000-0559.

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

AMENDED

7.I.5.

5. The Company shall schedule or reschedule no more than six (6) segments in any one (1) on-duty period and shall not schedule or reschedule more than two (2) segments after a minimum layover following an all-nighter segment.

An all-nighter is a segment where the majority of the flight time is scheduled between 2200 and 0600 (home Domicile time).

AMENDED

7.I.6.

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

LGA-JFK	1:00	DCA-BWI	<u>1:30</u>
MDW-ORD	2:00	LAX-BUR	1:15
DCA-IAD	1:10	(*)	
IAD-BWI	<u>2:00</u>	SFO-OAK	1:00
LAX-SNA	2:00	BUR-SNA	2:15
<u>LGA-EWR</u>	<u>1:30</u>	<u>JFK-EWR</u>	<u>1:30</u>

AMENDED

7.J.1.a.

a. Twelve (12) hours free from duty at the home domicile (fourteen (14) hours for reserves). If a Reserve's next assignment is an all-nighter, she/he will be provided an eighteen (18) hour legal rest.

AMENDED

7.J.1.b.

b. Eleven (11) hours free from duty and nine (9) hours key in hand at any point away from home where lodging is provided within approximately ten (10) minutes time (or the time agreed upon by the MEC Hotel Chairperson) from the airport provided prompt transportation is available, or

AMENDED

7.J.1.c.

c. Thirteen (13) hours free from duty and eleven (11) hours key in hand at any point away from home where lodging is provided more than approximately ten (10) minutes time from the airport.

CLARIFICATION

7.J.1.d.

d. The above off-duty periods may be reduced by one (1) hour under this sub-paragraph when such off-duty period extends to or beyond 0200 U.S. Standard Time on the designated day when the change is made from Standard Time to Daylight Time.

NEW

7.J.1.e.

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

AMENDED

7.J.2.

2. If (*) prompt transportation is not available as provided in sub-paragraph 1.b. above, and after attempting to solve the problem, the Company is unable to provide (*) prompt transportation, the Company shall reschedule the layover to thirteen (13) hours.

NEW

7.J.7.

7. Flight Attendants shall be permitted up to thirty (30) minute crew rest on flights where the scheduled non-stop or multi-segment flight time is 6 hours or more and that operate between 2200 and 0600.

CLARIFICATION
NEW

7.L.

L. When the Company contacts a Flight Attendant during the first eight (8) hours of a legal rest period, the Company shall give the Flight Attendant eight (8) hours of rest without contact, commencing at the point at which the improper contact was made.

NEW

7.M.

M. In Flight Rest

When time permits during a flight, provided all scheduled in flight services are completed, a Flight Attendant shall be permitted to take in flight rest in a Flight Attendant or cockpit jumpseat, or, if available, a passenger seat in the last row of economy class, provided that there are no passengers seated in the row. Flight Attendants may eat, drink or read during the designated in flight rest period. Pursers shall be responsible for the coordination and scheduling of in flight rest. Pursers shall use their best judgment in determining length and numbers of breaks to ensure cabin coverage and service consistency.

CLARIFICATION

7.N.

N. Night into Day Flying

Night into day flying is defined as a duty period that includes a segment before or after an all night segment. The domestic night into day parameters are:

- a. At least fourteen (14) hours free from duty before and/or after the duty period involved. (Precludes IDs such as ORD-LAX mid-day, short legal rest, midnight flight, daytime segment(s).)
- b. Maximum four (4) segments. (Rarely more than three (3) usually two (2).)
- c. No sit longer than 2:30 between "night" and "day" segments.
- d. Maximum seven (7) hours Flight Time. (Precludes going from West Coast to Mid West to East Coast and then back to Mid West- which might be "legal".)
- e. No "evening-night-day" pairings.

**SECTION 8
MINIMUM PAY AND CREDIT**

AMENDED

8.A.

A. Minimum Duty Rigs

A Flight Attendant who reports for duty shall be guaranteed minimum pay and credit as follows:

1. A minimum of one (1) hour's flight time pay and credit for each one and two tenths (1.2) hours of duty time, prorated.
2. A minimum of five (5) hours flight time pay and credit for each duty period.
3. (*)

AMENDED

8.F.

F. Call-Out Pay

A Flight Attendant at her/his home domicile who is called to the airport to fly and does not fly, shall receive a minimum credit of five (5) hours for flight time limitation and pay purposes. This sub-paragraph does not apply to training flights, or to a Flight Attendant completing her/his interrupted ID, or to a Flight Attendant who flies an ID scheduled within two (2) hours of the time called for such flying, or to a Flight Attendant covered under Paragraph J of this Section.

AMENDED

8.G.

G. Drafting Pay

A Flight Attendant assigned a line of flying and who is drafted either at her/his home domicile or at any away-from-domicile point to fly an ID(s) and is not in position to fly the next scheduled ID(s) shown in her/his schedule, shall receive pay and flight time credit on the basis of the scheduled time shown in her/his schedule (*). In addition, the Flight Attendant shall be compensated at twice her/his rate of pay, to include premium and language for the flight time credited for what is actually flown. A Flight Attendant may not be drafted if her/his calendar days off cannot be restored to the monthly minimum specified in Section 7, Paragraphs F and G.

AMENDED

8.H.

H. Holding Time

Flight Attendants shall receive full credit for pay purposes, including premium pay and language pay when applicable, on an actual minute basis for all holding time, (*) beyond scheduled ground time or block arrival time.

AMENDED

8.I.

I. Errors

If an error(s) in a line of flying or in the assignment of an open ID causes a lineholder to lose flight time credit and she/he cannot be reassigned to an ID(s) which departs and arrives within two (2) hours of the arrival time of the original ID, such lineholder shall be fully paid and credited for the flight time credit loss. In addition, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown. Flight Attendants shall be reassigned to IDs in the same operation.

AMENDED

8.J.1.

1. In the event a lineholder involuntarily loses all or any part of her/his ID(s) in her/his original or adjusted line of flying during the month (except for time lost due to end-of-month schedule conflicts - see Paragraph 4 below), she/he may be reassigned to another ID(s) and shall receive pay and flight time credit on the basis of the total scheduled time shown in her/his line of flying (*). In addition, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown. Such reassignments may be to any open ID(s) for which she/he is legal provided that the assignment does not interfere with the next scheduled ID, and further provided that the ID(s) to which such Flight Attendant is reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than six (6) hours later than the original scheduled ID. Flight Attendants shall be reassigned to IDs in the same operation.

CLARIFICATION
AMENDED

8.J.1.a.

a. After a Flight Attendant is aware of the reassigned ID, she/he will have the option to decline the reassignment (*).

NEW

8.J.1.c.

c. At the Flight Attendant's option, she/he may pick up from open flying on the guarantee days. Flight Attendants can increase/decrease their projection and line guarantee by this action.

DELETE

8.M. Pyramiding Clause

M. (*)

NEW

8.O.

O. Reserve Daily Rate

Each day of Reserve availability shall be compensated at the rate of five (5) hours per day.

SECTION 9
FLIGHT ASSIGNMENTS AND SCHEDULING PROCEDURES

- AMENDED 9.A.3.
3. Domestic and International lines of flying shall be constructed so that the average of all lines at each domicile is not more than seventy nine (79) hours of credited flight time in the first month of the calendar quarter, one hundred fifty-eight (158) hours combined maximum for the first two (2) months of the calendar quarter and two hundred thirty-seven (237) hours combined maximum for the full calendar quarter.
- AMENDED 9.A.4.a.
- a. Charter contracts which have been concluded prior to the last day of "line review" for the month of departure shall be assigned to a domicile and placed into lines of flying for the following month (*).
- AMENDED 9.A.4.b.
- b. (*) These IDs will be in the form of round trips.
- DELETE 9.A.4.c.
- c. (*)
- AMENDED 9.A.4.d.
- d. If the charter does not operate for any reason, or is rescheduled in such a manner that the Flight Attendant in whose line of flying the charter is shown cannot fly it for any reason, the Flight Attendant may be reassigned to any other ID(s) for which she/he is legal on the day(s) the charter ID was originally scheduled to operate. The reassignment shall be to the same type of flying.

AMENDED

9.A.5.

5. Relief lines of flying shall be constructed and made available to those Flight Attendants awarded "relief" (RLF) on a monthly basis. All flying created after the line award process and flying which becomes open as a result of vacancies, ANP, vacations, all leaves of absence and sick leave will be used, (*) in the relief line construction process.

AMENDED

9.A.7.b.

b. Notwithstanding sub-paragraph 7.a. above, Relief lines of flying may be constructed using both Domestic and International IDs after completing the process of constructing Domestic Relief lines and International Relief lines with the concurrence of the Union.

AMENDED

9.B.1.

1. Flight Attendant schedules may be revised during the month if changes are made in airplane scheduling or if IDs are reassigned from or to another domicile after the lines of flying have been posted and/or awarded, provided that the new ID be for the same type of flying and the Flight Attendant may only be used on the same (*) days as the originally scheduled ID. In addition to all applicable pay protection provisions, a reassigned Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

AMENDED

9.C.1.

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

Aircraft	Minimum FA Bid Positions
B-747	<u>12</u>
DC-10	<u>7</u>
B-767	<u>8</u>
B-767-300	<u>8</u>
B-757	<u>5</u>
B-737	<u>3</u>
B-777	<u>10</u>
A320	<u>3</u>
A319	<u>3</u>

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

If a flight departs with less than the designated number of bid Flight Attendants, the unfilled positions shall constitute understaffing and be paid at twice the understaffing contractual rate of pay.

AMENDED

9.C.2.

2. All lines of flying and position assignments, (as described in Paragraph 6 below), shall be bid and awarded in seniority order in accordance with bids submitted by qualified Flight Attendants at each domicile. A Flight Attendant assigned to a particular cabin may be required to perform duties in the other cabin(s) on a given flight. Provided, that when the bidding procedure does not fill all premium positions with Flight Attendants of more than three (3) months of active service on the line, the most junior qualified lineholder with more than three (3) months of active service on the line will be assigned. If there are no Flight Attendants with more than three (3) months seniority, then the premium positions will be filled by any qualified Flight Attendant in seniority order.

DELETE

9.C.3.a.

a. (*)

CLARIFICATION

9.C.4.

4. The Company will make available to each Flight Attendant the lines of flying, cover letter and key pages for her/his domicile for the following month.

AMENDED

9.C.4.b

b. (*) At all domiciles and co-terminals, lines of flying will be posted for bidding. Printed Key pages, lines of flying, and Cover Letters will be available when bids open. These items, to include subsequent corrections, shall be available until the close of bidding. These materials shall be in font no smaller than ten (10) point.

Whenever possible, the schedule will be as follows:

Posted no later than	0800 Hours of the 12th
Closed	0800 Hours of the 18 th
Awarded no later than	0800 Hours of the 20 th

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

NEW

9.C.4.c.

c. The cover letter shall include, at a minimum, the number of Lineholders, information for work positions, relief, Reserves, phone numbers, language incentive pay, summary of check in by flights, briefing location, training, and other general bidding related information. In no case, shall the cover letter include less information that is currently the practice without the expressed consent of the AFA MEC Central Scheduling Committee Chairperson/designee.

CLARIFICATION

9.C.7.

7. Block Bidding

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

a. First available Open Position:

Example: 17-25 or 25-17

b. First Available Purser Position:

Example: 17-25F or 25-17F

c. First Available Cabin Position - exclusive of the Purser Position:

Example: 17-25Y or 25-17Y

CLARIFICATION 9.C.10.

10. Flight Attendants who wish to bid to fly together must each indicate this on their bid screens and must submit identical bids. The bids of these Flight Attendants will be honored according to the seniority of the junior Flight Attendant. Up to six Flight Attendants may elect to “buddy-bid”.

CLARIFICATION 9.C.13.

13. Flight Attendants transferring into a domicile may bid a line of flying at the domicile to which they are transferring in accordance with their system seniority, if their transfers are effective on or prior to the first of the month. If a Flight Attendant is notified of her/his transfer after bidding has closed at the domicile to which transferring, or if the transfer becomes effective after the first day of the month, she/he may bid any line of flying awarded and left vacant by resignations or transfers out at the domicile to which transferring or may contact Advance Schedule Planning and build a line of flying from Open Flying.

When a Reserve reports to a new domicile, the Company shall schedule domicile indoctrination/orientation on a day of availability. The Reserve shall then either be released for the remainder of the day and/or be available for assignment in time accrued order.

AMENDED 9.D.4.

4. Flight Attendants shall be assigned to IDs in the same operation.

CLARIFICATION 9.E.1.

1. Each Flight Attendant should check the projected time shown on the line of flying she/he is awarded. She/he should also keep records so she/he knows projected credited and actual flight time during the month. (*) The Flight Attendant and Onboard Scheduling are mutually responsible for keeping track of the Flight Attendant's projection throughout the month and quarter.

AMENDED

9.E.3.b.

b. Flight Attendants shall be assigned to IDs in the same operation and may only be used on the same days as the originally scheduled ID(s).

CLARIFICATION
AMENDED

9.F.1.

1. Summary of Open IDs: A summary of all open IDs for the month will be available, and will be revised whenever additional flights become open. It must be accessible to Flight Attendants twenty-four (24) hours a day. A Flight Attendant must be qualified for the type of service as well as the equipment scheduled in order to be assigned a particular ID. "One Way" flights will be shown in the open flying summary as having an "open return." A Flight Attendant must be legal to fly the open flight and a like return flight without disrupting her/his assigned schedule. (See Assignment of Open IDs.) The Company can waive this restriction, if necessary, to accomplish coverage. Charters which cannot be placed in lines of flying will be listed (*) in the open flying summary and will be entered there as soon as they become known. The Company may not delete a DSL ID from Open Flying if a Flight Attendant has an Open Flying Request (OFR) or trade request on file for said ID.

AMENDED

9.F.5.

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

AMENDED

9.F.7.b.

b. In the event there are no reserves on board, the most junior lineholder will be involuntarily assigned to the open premium position(s). Flight Attendants with less than three (3) months seniority will not be allowed to assume a premium pay position unless no other more senior Flight Attendant is on the flight. If all the Flight Attendants have less than three (3) months seniority, the most senior Flight Attendant assumes the position. If however, a Flight Attendant picked up the open purser position through the Open Flying process and has at least three months of seniority, she/he shall assume the position.

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

DELETE

9.F.7.c.

c. (*)

AMENDED

9.F.9

9. Charter flights may be specially assigned in accordance with the following condition(*):

DELETE

9.F.9.a.

a. (*)

AMENDED

9.G.2.b.

b. The charter should not involve less trip days than the ID being traded except in the case of IDs being traded with a carry-over after midnight in which case the ID being traded will be considered one less day for purposes of this paragraph.

- AMENDED 9.G.2.e.
- e. Trip trading with open flying for a charter flight shall follow the provisions of 9.G.4.c below.
- DELETE 9.G.2.f.
- f. (*)
- AMENDED 9.G.4.a.
- a. Flight Attendants may trade ID(s) in their lines of flying with open flying. Flight Attendants shall have the ability to indicate preferences in the same fashion as is currently the practice for open flying requests. These preferences shall include but not be limited to:
Specific IDs, Domestic/International, work positions, number of days, credit time (min/max), layover stations, co-terminals, check-in times, arrival times, equipment.
- AMENDED 9.G.4.b.
- b. The daily allocation for trades with Open Flying including same day trades shall be unlimited.
- AMENDED 9.G.4.c.
- c. Trades shall be awarded prior to the Open Flying process each day at 0800 and 1900, and will (*) be processed at 1900 three (3) days before the last day of the old month.
- DELETE 9.G.4.d.
- d. (*)
- NEW 9.G.4.f.
- f. A Flight Attendant may trade with open flying for an ID or combination of IDs totaling less days than her/his own. However, the credited value of the ID relinquished may not exceed the total credited value of the ID or combination of IDs acquired from open flying by more than five (hours). IDs being combined need not be consecutive.

AMENDED

9.H.1.a.

a. IDs which are open after the 0900-1200 Open Flying process has been completed shall be available and may be assigned to Flight Attendants requesting same. Prior to this Open Flying process, the Company shall be required to construct IDs with all flying resulting from an increase in staffing, sick leave, Charters, irregular operations, etc.

AMENDED

9.H.1.c.

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

AMENDED

9.H.1.d.

d. After lines have been awarded, requests for open flying in the new month may be submitted. These requests will begin to be processed during the 0900 - 1200 period on the next to the last day of the old month.

AMENDED

9.I.

I. Assignment of Open IDs

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

Flight Attendants shall be assigned to IDs in the same operation and may only be used on the same days as the originally scheduled ID(s). In addition to all other applicable pay protection provisions, reassigned Flight Attendants shall be compensated at twice their rate of pay, including premium and language, for what is actually flown.

CLARIFICATION 9.1.1.

1. Converted Flight Attendant

A Flight Attendant converted from deadhead to working status on the same flight. A Flight Attendant shall not be converted if it will cause her/him to be illegal for the remainder of her/his scheduled ID(s). Conversion shall be offered in seniority order. A Flight Attendant may only be converted to avoid cancellation or understaffing. A Flight Attendant on an International ID may not be converted to work a domestic segment.

CLARIFICATION
AMENDED

9.1.2.b.

b. Who has lost her/his flight or ID, if (*) such reassignment will prevent drafting. The reassignment must be prior to the Flight Attendant's next scheduled ID and not cause her/him to be illegal for her/his next ID or sequence of IDs reduce days off below the monthly minimum, or project the Flight Attendant over her/his quarterly maximum. In addition to pay all other applicable pay protection provisions, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

CLARIFICATION 9.1.4.

4. A Home Lineholder

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

The following order will apply to this category at the time of the award:

- AMENDED 9.I.4.e.
- e. A Flight Attendant who (*) desires to make up PTO and ANP.
- CLARIFICATION 9.I.4.e.
- e. A Flight Attendant in a Partnership who wishes to increase time.
- AMENDED 9.I.6.
- a. A home reserve Flight Attendant who wishes to pick up open flying on scheduled days off (*) (as described in Section 10.F.2. and 3.).
- b. (*)
- AMENDED 9.I.7.
7. Drafting
- a. The most junior home Flight Attendant who can work the flight and still be legal for her/his next scheduled ID (*).
- b. The most junior home domestic Flight Attendant available.
- c. Any Flight Attendant legal for the flight (in inverse order of seniority (*)).
- CLARIFICATION 9.J.2.(5).
- (5). Holidays will continue to be paid in accordance with Section 5.L. at the Flight Attendants' regular rate of pay.
- AMENDED 9.K.3.
3. In the application of sub-paragraph 1. and 2. above, Flight Attendants shall be assigned IDs in the same operation and may only be used on the same days as the originally scheduled ID(s).

NEW

9.K.4.

4. In the application of sub-paragraphs 1. and 2. above, in addition to all other applicable pay protection provisions, reassigned Flight Attendants shall be compensated at twice their rate of pay, including language and premium for what is actually flown.

AMENDED

9.M.3.c.

c. Notwithstanding paragraph b. above, at IAD, ORD, DEN, LAX and SFO, the minimum connecting time may be extended to forty-five (45) minutes.

AMENDED

9.N.2.

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

AMENDED

9.N.4.

4. Without pay absences (ANP) shall be awarded in Inflight (SW) seniority order, without exceptions for language or purser qualification status.

AMENDED

9.P.

P. Purser

There shall be a purser on every flight.

In the event of significant Domestic widebody flying, the Company and the Union will meet and confer regarding reestablishment of a qualified purser position on Domestic jumbo aircraft.

1. (*)

2. (*)

3. (*)

4. (*)

5. (*)

6. (*)

SECTION 10 RESERVE SCHEDULING PROCEDURES

CLARIFICATION
AMENDED

10.B.1.

1. A reserve who wishes to move into a line of flying (*) constructed from (*) open flying during the month may indicate such preference at the time of bidding by checking the appropriate box on her/his bid screen. Move-up lines will be constructed with either pure Domestic or pure International IDs. Priority shall be given to construct lines departing from one airport if a domicile covers co-terminals.

AMENDED

10.B.2.

2. A Reserve will elect her/his preference of move-up lines by indicating Domestic, International, or Either on her/his bid screen. A Reserve may also specify a co-terminal preference(s) if applicable. Reserves may specify up to two (2) of their scheduled days off as protected days to be included in their move-up line of flying.

AMENDED

10.B.4.

4. The Company shall make up and/or award such line(s) at each domicile. Reserves who have bid for the lines shall be contacted in seniority order as lines open up. If all the protected day(s) specified by the reserve, and/or her/his co-terminal preference(s), cannot be accommodated, such reserve will be bypassed and remain on the move-up list in seniority order until such protected day(s), and/or co-terminal preference(s), can be provided. A reserve who indicates no protected day(s) off or co-terminal preference(s), or whose protected day(s) and/or co-terminal preference(s) has been satisfied, must accept such assignment. If more than one (1) line is available, the reserve may be offered a choice of lines. If the reserve has a vacation or will be on ANP status for seven (7) days or more in the remaining part of the month, she/he will not be moved into a line of flying.

CLARIFICATION
AMENDED

10.C.1.b.

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

(*)

AMENDED

10.C.4.

4. After open flying requests have been processed and awarded to lineholders, the Call-in Reserves expected to be available the following day shall be assigned in time accrued order according to their preferences and qualifications. Reserves may indicate one or more preference. Preferences shall include at a minimum the following:

- a. Co-terminal;
- b. ID length;
- c. International/Domestic;
- d. Layover city;
- e. Departure/Arrival time time;
- f. Purser/Non-Purser position;
- g. Specific ID;
- h. Stand-by;
- i. Language;
- j. Release;
- k. Conversion to Ready;
- l. Equipment.

AMENDED

10.C.5.

5. Open positions with check in times in the 24-hour period beginning at 0500 the following morning shall be assigned to call-in Reserves according to their preferences in time accrued order and qualifications.

AMENDED

10.C.6.

6. Call-in Reserves who are not assigned may be either released from contact for the following day or assigned to the Ready Reserve list for the following day where they shall be placed in the appropriate time accrued order. Call-in Reserves shall only be converted to Ready Reserve when the number of Ready reserves available is equal to or less than the projected number of Flight Attendants needed for the following day but in no case shall an individual Call-in Reserve be converted more than three (3) times in any one schedule (1) month. If released, Flight Attendants shall be so advised by the communications system referred to in Paragraph 7 below. If only a portion of the Call-in Reserves can be released, they shall be those at the bottom of the respective time accrued list.

CLARIFICATION
AMENDED

10.C.7.a.

a. Assignments for the Call-In Reserves shall be made available by an automated communication system, accessible by telephone, no later than 1600 hours. All Call-In Reserves scheduled to be available the following day (except those currently working an ID) must ascertain their assignment by utilizing the automated means provided by the Company between 1600 and 2400. (Sufficient automated communication means shall be used to prevent excessive waiting time for Call-In Reserves calling in to obtain their assignments.) Assignment information on the automated communication system shall first identify the Flight Attendant by file number followed by the appropriate assignment which shall include the ID number (and if not a scheduled ID, layover location, hotel and hotel telephone number and arrival time at home domicile). These assignments will be to one of the following:

(1) A specific ID or standby assignment. (The Flight Attendant is then free from contact.)

(2) The Ready Reserve List. (The Flight Attendant must then remain available for contact.)

(3) Release. (The Flight Attendant is then free from contact until she/he has to call in the evening prior to her/his next available day.)

AMENDED

10.C.7.d.

d. A Call-In Reserve who is returning from sick leave status shall be treated as follows:

(1) If she/he calls off sick leave prior to 1600, she/he will be given an assignment on the 1600 tape;

(2) If she/he calls off sick leave between 1600 and 2400, an assignment will be given to her/him at the time of the call;

(3) A Flight Attendant calling off sick leave after 2400, shall be considered on sick leave for the calendar day.

AMENDED

10.C.8.

8. Ready Reserves shall be subject to call at any time except as noted in Paragraph 13 below. (*) Ready Reserves shall then be assigned in time accrued order to open positions according to their preferences and qualifications. These assignments shall be made as soon as practical and shall include layover hotel and telephone number if assigned to an ID not published in the monthly key pages. Every attempt shall be made to assign a Ready Reserve at least four (4) hours prior to departure time. After the 1600 Call-in tape process, all remaining open IDs for the following day shall be assigned to Ready Reserves. When an ID becomes open and assignable to a Ready Reserve, it shall be assigned no later than two (2) hours from that point.

Ready Reserves may indicate one or more preference. Preferences shall at a minimum include the following:

a. Co-terminal;

b. ID length;

c. International/Domestic;

d. Layover city;

e. Departure/Arrival time;

f. Purser/Non-Purser position;

g. Specific ID;

h. Stand-by;

i. Language;

j. Equipment;

k. Bypass.

CLARIFICATION 10.C.8.c.

c. A Ready Reserve calling off sick leave prior to 2400 shall be considered on call for the following day. A Ready Reserve calling off sick leave after 2400 shall be considered on sick leave for that calendar day.

AMENDED 10.C.9.

a. Standby Reserve assignments may be made in accordance with Section 10.G. herein to either Call-in Reserves or Ready Reserves depending on when the assignment is made, except that Reserves may be given no more than three (3) standby assignments per month. Standby Reserve pay and credit will be given if specifically assigned as Standby Reserves or reassigned to Standby Reserve after arrival at the airport. Standby Reserves shall be assigned in time accrued order and should be assigned to the first available open ID for which they are qualified not previously assigned when they are no longer needed as Standbys,

b. Flight Attendants required to report to the airport and not assigned an ID shall be released from duty to begin her/his legal rest.

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

DELETE 10.C.13.d.

d. (*)

AMENDED

10.C.14.

14. (*) A reserve shall be given only one (1) ID assignment in a duty period. Upon completion of an ID, a Reserve Flight Attendant shall not be required to contact Crew Scheduling and shall be released for her/his legal rest.

AMENDED

10.D.1.a.

(1). A Reserve shall be relieved of all duties at her/his domicile for twelve (12) calendar days in a thirty (30) day bid month and for thirteen (13) days in a thirty-one (31) day bid month.

(2). Fifteen (15) percent of all Ready Reserve and Call-in Reserve positions for bid in each domicile, rounded up, shall be built each month for lines with fourteen (14) days off.

Fifteen (15) percent of all Ready Reserve and Call-in Reserve positions for bid in each domicile, rounded up, shall be built each month for lines with sixteen (16) days off.

Fifteen (15) percent of all Ready Reserve and Call-in Reserve positions in each domicile, rounded up, shall be built each month for lines with eighteen (18) days off.

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

(4). Reserve guarantee for lines built with more than the minimum twelve (12) days off in a thirty (30) day bid month or thirteen (13) days off in a thirty-one (31) day bid month shall be reduced by five (5) hours for each day of availability below the applicable minimum.

No later than seven (7) days after bid awards, a Reserve involuntarily awarded a line with the number of days off exceeding the monthly applicable minimum may, at her/his option, contact Crew Scheduling to be assigned additional days of availability and have her/his reserve guarantee adjusted. Crew Scheduling shall add days of availability to restore the Reserve's minimum days off, per Paragraph (1) above. Crew scheduling shall consider the Flight Attendant's preference as to which day(s) of availability to restore.

AMENDED

10.D.3.a.

a. Fourteen (14) hours free from duty at the home domicile shall constitute a legal rest for reserves. If the next assignment is to an all-nighter flight, the Reserve shall be provided an eighteen (18) hour legal rest.

DELETE

10.D.3.b.

b. (*)

AMENDED

10.D.4.

4. Reserves shall have the ability to RDO trade days of availability (R days) or trade days off under the following provisions:

AMENDED

10.D.4.a.

a. The trade must be submitted for approval to Onboard Scheduling at least one (1) day prior to the first day involved in the trade.

DELETE

10.D.4.b.

b. (*)

DELETE

10.D.4.g.

g. (*)

NEW

10.D.5.

5. (a). Once a Reserve has been assigned, she/he shall have the ability to trade the assignment once with another Reserve for an ID or days off (RDO trade). A Reserve trading out of an ID shall have her/his Reserve guarantee reduced based on the number of days of availability vacated. A Reserve trading in to the ID shall have her/his guarantee increased by the value of the ID

(b). Once a Reserve has been assigned an ID, she/he shall have the ability to trade with a Lineholder or open flying for an ID departing on the same day. This trade shall not affect the Reserve guarantee.

(c). A Reserve shall have the ability to trade an ID(s) for days off (RDO trade) with a Lineholder. The Reserve guarantee shall be reduced based on the number of availability days vacated.

(d). A Reserve shall have the ability to trade days of availability (R days) for a Lineholder's days off (RDO trade).

(e). A Reserve shall have the ability to trade days off for an ID with a Lineholder. The flight time credit for such trade shall be above the Reserve guarantee.

(f). Provisions of Section 10.D.4.(a). through (h). above shall apply.

NEW

10.D.6.

6. A Reserve shall have the ability to trade days off for days of availability with another Reserve under the following provisions.

a. The trade must be submitted for approval to Onboard Scheduling at least one (1) day prior to the first day involved in the trade.

b. If the trade results in a Reserve being scheduled for less than one (1) day off in seven (7) consecutive days the provision will be considered waived by the Flight Attendant.

c. A trade cannot increase the number of blocks (groups) of days off above the number in her/his Reserve line prior to the trade. It is permissible, however, for the trade to result in fewer blocks of days off.

d. All trades must result in no less than three (3) days of reserve availability between days off blocks.

e. Each Reserve will have her/his guarantee adjusted accordingly.

AMENDED

10.F.1.

1. (*) A reserve may, at her/his option pick up open flying on or into scheduled days off.

CLARIFICATION

10.H.2.

2. Notwithstanding the provisions of Section 7.A., a Flight Attendant assigned to reserve status for the third month of the quarter shall be eligible for assignment up to eighty-seven (87) credited hours or to their quarterly maximum, if higher. The eighty-seven (87) hours maximum shall be reduced accordingly based on awarded PTO and ANP.

AMENDED

10.K.

K. Reserve Assignment

All reserves will be given round-trip assignments. (*)

NEW

10.L.

L. Reserve to Lineholder Month

A Reserve whose assignment overlaps into her/his new Lineholder month, shall be compensated, in addition to all other applicable pay protection provisions, at twice her/his rate of pay including premium and language for the ID flown.

SECTION 11 DEADHEADING

AMENDED

11.B.1.

1. All Flight Attendants shall be furnished non-revenue positive space (NRPS - BP-1) must-ride transportation on deadhead flights and shall be booked in Economy Plus or Exit Row seats on two class aircraft in aisle, window, middle seat priority.

AMENDED

11.B.2.

2. Flight Attendants will be booked in business class on three class aircraft, if available. If business class is not available, the Flight Attendant will be booked in Economy Plus or Exit Row seats in aisle, window, middle seat priority.

AMENDED

11.B.3.

3. Notwithstanding sub-paragraph 1. and 2. above, on-line transportation of Flight Attendants for International segments over four (4) hours will be booked in business class on three class aircraft, if available (*).

NEW

11.B.5.

5. Regardless of class of service booked, all Flight Attendants will compete in Company seniority order for seating and/or upgrades in business class or first class, if available, at departure time.

SECTION 12 INTERNATIONAL

AMENDED
NEW

12.A.2.

2. A Flight Attendant may be scheduled or rescheduled to work both flights in a single duty period ID between the West Coast and Hawai'i provided she/he does not exceed fourteen and one-half (14 1/2) hours on duty except that a Flight Attendant who goes on duty between 1400 and 2359 shall not be scheduled on duty in excess of twelve (12) hours.

A Flight Attendant scheduled under the aforementioned may not be reassigned and/or drafted to flights operating under other provisions of the Collective Bargaining Agreement.

AMENDED

12.C.1.

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

AMENDED

12.C.3.

3. Visas/Residency/Work Permits

Local management shall monitor International trips and arrange visas as required. A domicile with trips to particular visa-requiring countries may specify a required visa qualification at their location. Flight Attendants in the domicile who have special visa needs based on their citizenship may be required to maintain certain visas. (*) The Company shall actively assist the Flight Attendants in successfully acquiring visas (*). The Company's arrangements for visas shall be no less advantageous than for any other group on the property.

The Company shall sponsor Flight Attendants seeking to acquire residency/work permits.

AMENDED

12.C.6.

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

AMENDED

12.C.7.c.(3).i.

i. Flight Attendants flying in the designated language qualified positions shall be paid, in addition to all other compensation, \$2.50, per hour, prorated, for each credited hour flown on International IDs which contain a flight which originates or terminates in a city which is outside the continental United States, and Canada provided that in no event shall the time for which compensation is provided be less time than that generated by the application of the provisions of Section 8.A.

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

DELETE

12.C.7.h.

h. (*)

DELETE

12.C.7.k.(2).

2. (*)

AMENDED

12.C.7.l.

I. Language Incentive Pay

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

\$1.50 per hour prorated for each credited hour flown.

Such compensation shall be paid on a per hour basis for aircraft flown and for all credited time including sick leave and vacation. The identification of additional language needs will not prevent any Flight Attendant(s) from bidding and being awarded these IDs.

NEW

12.C.7.n.

n. A Flight Attendant who does not desire to maintain her/his language qualification will give the Company six (6) months notice.

DELETE

12.D.2.b.

b. (*)

DELETE

12.D.2.c.

c. (*)

DELETE

12.D.3.a.

a. (*)

AMENDED

12.D.3.b.(1).

(1). The Company shall offer Purser qualification training in system seniority order to those individual Flight Attendants who have satisfied all eligibility requirements.

AMENDED

12.D.3.b.(3).

(3). Purser Qualification Training (PQT) will be provided at reasonable intervals, but not less than bi-monthly or six (6) times a year. Notwithstanding the above, a Flight Attendant who has flown as Purser on ten (10) IDs or two hundred and seventy (270) hours will be considered Purser qualified, at their option, and will be treated in the same fashion for all intents and purposes as a Flight Attendant who has successfully completed PQT.

DELETE 12.D.3.b.(4).

(4). (*)

AMENDED 12.D.3.c.(1).

(1). A Flight Attendant who wishes to withdraw from the (*) training process may do so at any time (*).

DELETE 12.D.3.c.(2).

(2). (*)

AMENDED 12.D.4.

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

a. WIDE BODY EQUIPMENT
B-747, DC-10, B-767, B-777
\$7.00

b. NARROW BODY EQUIPMENT
\$5.00

c. B-747 Aft Purser
\$7.00

AMENDED 12.D.4.d.

d. Such compensation shall be paid on a per hour basis per aircraft flown. (*)

AMENDED 12.D.4.e.

e. A Flight attendant shall be eligible for qualified Purser pay for her/his vacations.

AMENDED 12.D.5.a.

a. A Flight Attendant who successfully completes Purser qualification training (*) may be awarded a Purser position in the bid award process in seniority order.

AMENDED 12.D.5.d.

d. A Purser position open the day before departure may be filled by a Flight Attendant not Purser qualified through an open flying request or a trade with open flying, provided one (1) Purser qualified Flight Attendant is currently assigned to flight. Under the provisions of this sub-paragraph, the Purser qualified Flight Attendant assigned to the flight will fill the vacant Purser position.

CLARIFICATION
AMENDED 12.D.5.e.

e. If no Purser qualified Flight Attendant(s) is assigned to the flight, a Purser qualified reserve may be assigned out of time accrued order to fill the Purser position.
Open flying requests (OFR) from non Purser qualified Flight Attendants shall be awarded prior to assigning a non Purser qualified Reserve to an open Purser ID.

AMENDED 12.D.5.f.

f. If no Purser qualified Flight Attendant(s) is available, the position will be filled in accordance with Section 12.D.8.

AMENDED 12.D.6.

6. Trip Trading

Trades involving Purser positions will be governed by Section 9.G. Flight Attendants trading into a Purser position must be Purser qualified, except that a Purser position assigned through Relief shall not be treated as such until it has been traded to a qualified Purser or acquired through open flying by a qualified Purser.

DELETE 12.D.7.a.(1).

(1). (*)

DELETE 12.D.7.a.(2).

(2). (*)

AMENDED

12.D.7.a.(3).

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

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

CLARIFICATION
NEW

12.D.8.

8. Filling of Qualified Purser Positions

If a qualified Purser Position is open, it shall be filled in the following order:

a. By the most senior Purser qualified Flight Attendant who elects to fill the position (including anyone in a LQ position who is also Purser qualified).

b. If a senior Purser qualified Flight Attendant does not volunteer, the open qualified position is filled as follows:

(1). By the most junior qualified Reserve. If none is available, then,

(2). By the Flight Attendant who picked up the position through the open flying process, if Purser qualified. If not qualified, then,

(3). By the most junior Purser qualified Flight Attendant on board.

c. If no Purser qualified Flight Attendant is on board, the open qualified Purser position is filled as follows:

(1). By the most senior Flight Attendant with at least three months of seniority who volunteers to work the position. If no one volunteers, then,

(2). By the most junior Reserve with at least three months of seniority. If none is available, then,

(3) By the Flight Attendant who picked up the position through the open flying process, if she/he has at least three months seniority. If not, then,

(4) By the most junior Flight Attendant on board with at least three months of seniority.

(5) If there is no Flight Attendant with more than three months of seniority, then the Purser position will be filled by the most senior Flight Attendant on the crew.

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

AMENDED

12.F.2.

2. Crew Meals

a. (*) Crew meals and bottled water shall be boarded on all segments (*).

b. (*)

c. All food components of the crew meals referenced in this paragraph shall be first class quality or better. Flight Attendants shall have the ability to request special dietary meals based on the list of options the Company offers revenue passengers. Flight Attendants shall be permitted to remove their meal(s) and bottled water from the aircraft.

AMENDED

12.F.3.

3. In addition to all other compensation, Flight Attendants flying International IDs shall receive Fifty Cents (\$.50) per hour paid in accordance with Paragraph F.1 above for incidental expenses.

AMENDED

12.F.4.

4. Should any unusual business-related expenses occur which are not contemplated by the provisions of Section 6 while the Flight Attendant is flying an International ID, the Company shall reimburse the Flight Attendant for such expenses when supported by receipts within thirty (30) days of submission.

CLARIFICATION

12.H.1.

1. Bidding

International and Domestic lines of flying, cover letters and key pages will be sent in sufficient supply to major layover locations to be available for at least three (3) twenty-four (24) hour periods during the bid process. The Company will establish a method by which Flight Attendants on layovers will be able to submit their bid requests.

AMENDED

12.I.1.

1. Paragraph 8.K shall (*) apply to International IDs.

AMENDED

12.I.2.a.

a. For International IDs of four (4) calendar days or less, any International ID for which she/he is legal provided that the ID to which reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than twelve (12) hours later than the original scheduled ID and that it does not interfere with the next scheduled ID. Flight Attendants shall be reassigned IDs in the same operation. In addition to all other applicable pay protection provisions, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

AMENDED

12.I.2.b.

b. For International IDs in excess of four (4) calendar days, the Company will be allowed a maximum of two (2) reassignments provided that the ID to which reassigned is scheduled to return the Flight Attendant to her/his home domicile no more than twenty-four (24) hours later than the originally scheduled ID. Priority will be given to assigning Flight Attendants to IDs on the same days. Flight Attendants shall be assigned in the same operation. In addition to all other applicable pay protection provisions, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

CLARIFICATION
 AMENDED

12.I.2.c.

c. After a Flight Attendant is aware of the reassigned ID, the Flight Attendant will have the option to decline the reassignment under paragraphs 2.a. and b. above. (*) If the Flight Attendant declines the reassignment, her/his projection and line guarantee will be reduced by the value of the original assignment.

NEW

12.I.2.d.

d. At the Flight Attendant's option, she/he may pick up from open flying on the guarantee days. Flight Attendants can increase/decrease their projection and line guarantee by this action.

AMENDED

12.M.1.a.

a. <u>Flt/Dhd. Time</u>	<u>Block-to-Block Minimum</u>	<u>Key in Hand Minimum</u>
0-8:00	11	9
8:01-10:00	18	16
<u>10:01-11:29</u>	<u>22</u>	<u>20</u>
<u>11:30-13:59</u>	<u>25</u>	<u>23</u>
<u>14:00-16:00</u>	<u>33</u>	<u>31</u>
<u>Over 16:00</u>	<u>48</u>	<u>46</u>

CLARIFICATION
 AMENDED

12.M.1.c

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

<u>Block- to-Block Minimum</u>	<u>Key in Hand Minimum</u>
22	20

AMENDED

12.M.2.

2. At Home

Minimum Legal Rest

<u>Flt/Dhd Time in Last Duty Period</u>	<u>Lineholder</u>	<u>Reserve</u>
Up to 8:00	<u>12</u>	<u>14</u> - Where next ID's scheduled time away from home is up to 44:59
Up to 8:00	<u>12</u>	18 - Where next ID's scheduled time away from home is 45:00 to 74:59
Up to 8:00	<u>12</u>	24 - Where next ID's scheduled time away from home is 75:00 or more
8:01 - 10:00	24	24
10:01 - 12:00	36	36
Over 12:00	36	48

Notwithstanding the provisions above, a Reserve shall receive a minimum legal rest at home of eighteen (18) hours if the next flight assignment is an all-nighter.

Notwithstanding the provisions above, a Flight Attendant shall receive a minimum legal rest at home of twenty-four (24) hours if the next flight assignment is over sixteen (16) hours.

AMENDED

12.M.3.

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

AMENDED

12.M.5.a.(2).

(2). Flight Attendants shall be permitted up to thirty (30) minutes of crew rest on flights where the scheduled non-stop or multi-segment flight time is ~~six (6)~~ hours or more and operates between 2200 and 0600. (*)

NEW

12.M.5.a.(3).

(3) Pursers shall be responsible for the coordination and scheduling of on-board rest. Pursers shall use their best judgment in determining length and numbers of breaks to ensure cabin coverage and service consistency.

NEW

12.M.5.d.

d. In-Flight Rest

Notwithstanding the above, when time permits during a flight, provided all scheduled in flight services are completed, a Flight Attendant shall be permitted to take in flight rest in a Flight Attendant or cockpit jumpseat, or, if available, a passenger seat in the last row of economy class, provided that there are no passengers seated in the row. Flight Attendants may eat, drink or read during the designated in-flight rest period.

NEW

12.M.5.e.

e. The Company shall implement the recommendations of the Crew Rest Improvement Workgroup established during the discussions leading to the 1996-2001 and 2001-2006 Agreement, within 24 months from the date of signing of the current Agreement. The Company and the Union commit to working jointly to resolve unforeseen issues arising during the implementation process.

AMENDED

12.O.3.

3. If a Flight Attendant is unable to make herself/himself legal at least seven (7) days before the schedule change (or as soon as possible if she/he does not know the new schedule seven [7] days in advance), Onboard Scheduling will then reschedule the ID(s) involved in such a manner that the reassignment will not make the Flight Attendant illegal for her/his next scheduled ID or sequence of IDs. In addition, the reassignment must not project her/him over ninety-two (92) hours for the first month in the quarter or one hundred eighty-four (184) hours for the second month in the quarter, combination of flight credit and projected time for the two (2) months, or two hundred sixty-one (261) hours for the third month of the quarter, combination of flight credit and projected time for the quarter. Only with the concurrence of the Flight Attendant may the reassignment interfere with scheduled unassigned days.

AMENDED

12.O.5.

5. Flight Attendants shall be assigned to IDs in the same operation (*).

AMENDED

12.P.1.b.

b. Flight Attendants shall be assigned to IDs in the same operation and may only be used on the same days as the originally scheduled ID(s).

AMENDED

12.Q.

Q. Assignment of Open ID(s)

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

Flight Attendants shall be reassigned to IDs in the same operation and may only be used for the same days as the originally scheduled ID(s) except as contemplated in Section 12.I.2.b above. In addition to pay all other applicable pay protection provisions, reassigned Flight Attendants shall be compensated at twice their rate of pay including premium and language for what is actually flown.

CLARIFICATION

12.Q.1.

1. Converted Flight Attendant

A Flight Attendant converted from deadhead to working status on the same flight. Conversions shall be offered in seniority order. A Flight Attendant shall not be converted if it will cause her/him to be illegal for the remainder of her/his scheduled ID(s). A Flight Attendant may only be converted to avoid cancellation or understaffing. A Flight Attendant on a Domestic ID may not be converted to work an International segment.

AMENDED

12.Q.2.b.

b. Who has lost her/his flight or ID, if in the opinion of the crew scheduler such reassignment will prevent drafting. The reassignment must be prior to the Flight Attendant's next scheduled ID and not cause her/him to be illegal for her/his next ID or sequence of ID(s), reduce days off below the monthly minimum or project over ninety-two (92), one hundred eighty-four (184) or two hundred sixty-one (261) credited hours in the first, second and third months of the quarter, respectively. In addition to pay all other applicable pay

protection provisions, the Flight Attendant shall be compensated at twice her/his rate of pay including premium and language for what is actually flown.

CLARIFICATION 12.Q.4

4. A Home Lineholder

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

The following order shall apply to this category at the time of the award:

AMENDED 12.Q.4.e.

e. A Flight Attendant who (*) desires to make up PTO and ANP.

AMENDED 12.Q.6.

a. A home reserve Flight Attendant who wishes to pick up open flying on scheduled days off (*) (as described in Section 10.F.2. and 3.).

b. (*)

AMENDED 12.Q.7

7. Drafting

a. The most junior home international Flight Attendant who can work the flight and still be legal for her/his next scheduled ID (*).

b. The most junior home international Flight Attendant available.

c. Any Flight Attendant legal for the flight (in inverse order of seniority(*)).

CLARIFICATION

NEW

12.Q.7.d.

d. A Flight Attendant shall not be drafted on the basis of language or purser qualification.

NEW

12.R.2.b.(4).

(4). In addition to all other applicable pay protection provisions, reassigned Flight Attendants shall be compensated at twice their rate of pay, including language and premium for what is actually flown.

AMENDED

12.U.2.

2. (*) The manner in which Reserves' days off are sequenced will be determined by the type of International flying assigned to the domicile. Section 12.K. shall apply to Reserves.

(*)

AMENDED

12.U.4.

4. International Reserves shall be (*) assigned in accordance to Section 10.C.

AMENDED

12.U.5.

5. All Reserves will be given round trip assignments (*).

CLARIFICATION

12.U.6.

6. Notwithstanding the provisions of Paragraph G, of this Section, a Flight Attendant assigned to reserve status for the third month of the quarter shall be eligible for assignment up to eighty-seven (87) credited hours or to their quarterly maximum, if higher. The eighty-seven (87) hours maximum shall be reduced accordingly based on awarded PTO and ANP.

SECTION 13
MILITARY AIRLIFT COMMAND

- BOOK

SECTION 14
TEMPORARY DUTY ASSIGNMENTS

- BOOK

SECTION 15 TRAINING AND MEETINGS

AMENDED

15.A.

Flight Attendants required to attend any Company training or meeting shall receive full pay at their hourly rate of pay, for credit purposes, per hour, prorated. This provision is not applicable to removal from flight schedule as described in Paragraph G. This provision includes personal meetings and domicile indoctrination. Flight Attendants shall receive full pay for flight time associated with travel for training purposes.

AMENDED

15.F.

F. Flight Attendants will be provided single occupancy hotel rooms for layovers related to training or meetings. The Company may only use AFA approved hotels for layovers related to trainings or meetings.

AMENDED

15.J.1.

1. For the purpose of legal rest requirements and maximum duty periods only, either of which may be waived at the Flight Attendant's option, a Flight Attendant will be considered on duty during times she/he is required to and attends any general training or any meeting as contemplated in this Section. Per hour expenses as described in Section 6 shall apply. (*)

AMENDED

15.J.3.

3. A Flight Attendant returning to her/his home domicile from training whose scheduled flight time exceeds nine (9) hours, whether non-stop or multi-segment with no intervening rest, shall receive a minimum fifteen (15) hour rest prior to her/his next assignment

AMENDED

15.L.

L. When a Flight Attendant is required to complete a home study course, she/he shall receive full pay at her/his hourly rate for credit purposes for a reasonable time established by the Company.

AMENDED

15.O.1.

1. (*) Flight Attendants will be permitted to bid month, if applicable, date and time for all required training.

AMENDED

15.O.2.

2. After a Flight Attendant has (*) been awarded a training/meeting date, the Flight Attendant may trade her/his date, with two (2) business days' notice, for any open slot in the same schedule month not reserved by Training. Such trades will be awarded on a first come, first served basis.

DELETE

15.P.

P. (*)

NEW

15.Q.

Q. The Company shall offer International Service Training (IST) in system seniority order. Training shall be provided at reasonable intervals, but not less than bi-monthly or six (6) times a year.

SECTION 16 UNIFORMS

AMENDED

16.C.3.

3. The Company shall provide the same selection of coats for both males and females. (*) An optional wool coat shall be made available and shall be within the yearly point allotment. It may also be purchased in accordance with paragraph 16.J. or through a Company credit program.

NEW

16.C.4.

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

NEW

16.D. 5.

5. Unused uniform points for all Flight Attendants on voluntary furlough, medical, occupational, maternity leaves or on inactive status shall be carried over until such Flight Attendant returns to active status.

AMENDED

16.G.

G. Alterations

The Company shall bear the cost of all alterations required to properly fit a Flight Attendant in a new uniform or resulting from a Company required style change in the uniform. Such alterations must be requested by the Flight Attendant within one (1) month of uniform use. Cost of alterations requested by the Company or resultant from defects in the material, shall be borne by the Company. Alteration costs or the purchase of a new uniform or parts thereof due to weight adjustment shall be borne by the Flight Attendant. Cost for actual alterations/repairs shall be paid by the Company if a fit center or repair center is not available to a Flight Attendant.

NEW

16.L.

L. The Company shall not require Flight Attendants to wear any advertising or commercial attire as part of the uniform.

**SECTION
17 SENIORITY**

AMENDED

17.E.4.

4. A Flight Attendant who is transferred to non-flying duties with the Company because of physical incapacity or injury, shall retain and continue to accrue seniority during such period of sickness or injury for a continuous period of seven (7) years. If a Flight Attendant does not return to Flight Attendant duty within the time limits as described herein, such Flight Attendant's name shall be permanently removed from the Flight Attendant System Seniority List.

**SECTION 18
VACATION**

AMENDED

18.B.

B. After the provisions of Paragraph A of this Section have been complied with, Flight Attendants shall receive sixteen (16) days vacation each year provided employment had been continuous. Commencing in the calendar year following the completion of continuous service shown below, Flight Attendants shall receive vacation in the following schedule:

Years of Service	Vacation Days Each Year
Five (5)	<u>Twenty-Three (23)</u>
Ten (10)	<u>Thirty (30)</u>
Seventeen (17)	<u>Thirty-Seven (37)</u>
Twenty-Five (25)	<u>Forty-Four (44)</u>
<u>Thirty (30)</u>	<u>Fifty-One (51)</u>

AMENDED

18.D.

D. A Flight Attendant may split her/his vacation into periods of not less than six (6) days with a maximum of two (2) separate periods for Flight Attendants with less than thirty (30) calendar days vacation and a maximum of three (3) separate periods for Flight Attendants with thirty (30) calendar days or more vacation.

CLARIFICATION

AMENDED

18.G.4.

4. Vacation left open and vacated (*) vacation days, including those created by awarded furloughs will be posted for bid in the next interim bid process. If there are fewer than five (5) workdays prior to the next interim bid process, the vacated and open days will be posted in the following month.

NEW

18.K.

K. Vacation Pay Procedures

Flight Attendants shall be paid the greater of trips missed because of vacation, including any overlapping trips, or five (5) hours per vacation day, prorated for any partial day.

DELETE

18.K.2.

2. (*)

DELETE

18.K.3.

3. (*)

AMENDED

18.L.3.

3. Vacation pay for the "buy back" option shall be calculated by multiplying the number of days (7, 14, 21, etc.) times five (5) hours pay credit.

AMENDED

18.U.4.

4. Day at a time vacation days will be paid at the rate of five (5) hours per day.

**SECTION 19
SICK LEAVE**

AMENDED

19.A.1.

1. Flight Attendants shall be credited for sick leave purposes with six (6) hours of sick leave credit for each month during their employment (*). Upon resignation or retirement from the Company the value of the remaining sick leave hours shall be paid to the Flight Attendant.

AMENDED

19.A.3.

3. When a reserve is on sick leave, her/his sick leave credit shall be charged five (5) hours (*) for each day scheduled to be available for duty.

AMENDED

19.A.4.

4. A Flight Attendant may be credited with a combination of flight time credit and sick leave credit up to her/his scheduled flight time for the month provided the Flight Attendant has the required hours in her/his sick leave bank.

CLARIFICATION

AMENDED

19.A.5.

a. When a Flight Attendant is on sick leave or Family Medical Leave an entire month or more, she/he shall have the option, each month, of receiving sick leave pay for her/his projection for that month, the sixty-five (65) hour minimum or maximum flight time allowable for the month to the extent she/he has sick leave accrued in her/his bank.

b. A Flight Attendant on sick leave or Family Medical Leave shall be allowed to bid for, and be awarded a Line of Flying. The ID(s) shall remain in the Flight Attendant's line of Flying pursuant to Section 9.N.3. of the Agreement.

AMENDED

19.A.7.

a. If a Flight Attendant becomes ill or sustains an injury in the course of employment, and such illness or injury is covered by Workers' Compensation Benefits, the Flight Attendant shall receive a six (6) month salary continuance and this shall be considered salary for the purposes of both the Company contribution and the match under the 401(k) Plan provisions. Should it be necessary for the Flight Attendant to remain out of work, the Flight Attendant may use accrued sick leave for the period of her/his illness/injury.

b. Notwithstanding paragraph a. above, if a determination over a claim for Occupational injury/illness has not been resolved within sixty (60) days, the Flight Attendant shall be placed on a salary continuance until such time as the claim is rejected or accepted. The Flight Attendant shall be subject to paragraph a. above if the claim is accepted.

AMENDED

19.A.8.

8. Sick leave for Workers' Compensation injuries will be used to supplement Workers' Compensation lost time benefits up to 100% of pay for the period of lost time or the amount of sick leave hours in the bank, whichever is less and subject to the pay provisions in paragraphs 4 and 5 above. Vacation encompassed by an occupational illness or injury leave shall be paid in addition to Workers' Compensation lost time benefits. If the Flight Attendant so elects and receives her/his paycheck through direct deposit, all payments and reimbursements shall be electronically deposited. The Flight Attendant shall also be provided detailed statements for such payments/reimbursements. Flight Attendants shall not be required to pay out of pocket for medical examinations, treatments or medication for an occupational injury.

DELETE

19.A. 10.

10. (*)

AMENDED

19.B.1

a. Sick leave pay shall be granted only in cases of actual sickness or injury.

b. Flight Attendants shall have the ability to use sick leave for the care of a member of her/his immediate family or of her/his spouse/domestic partner's immediate family.

AMENDED
CLARIFICATION

19.B.3.

3. (*) The Company shall reimburse Flight Attendants for the cost of obtaining an Absence Certificate or other medical documentation required by the Company to include charges from medical professionals for completing such documents, fax transmissions and transportation expenses.

The Company shall designate at least one medical facility where such certificates can be obtained at no cost to Flight Attendants, in every city where there is a Flight Attendant domicile.

DELETE

19.B.7.

7. (*)

CLARIFICATION
NEW

19.B.9

9.

a. The Company may not require a Flight Attendant to visit a medical facility on a day off and shall be protected for any loss of income.

b. When a Flight Attendant is required to travel to a medical facility, the Company shall provide an advance for reasonable expenses if so requested.

**SECTION 20
PHYSICAL EXAMINATIONS**

- BOOK

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.

**SECTION 26
GRIEVANCE PROCEDURES**

- BOOK

**SECTION 27
SYSTEM BOARD**

CLARIFICATION
AMENDED

27.F.2.

2. A minimum of 80 days shall be dedicated to hearing cases each calendar year. Cases shall be scheduled during one (1) week each month and shall be held at the Company's headquarters, unless otherwise agreed by the Board. At the request of either party, an additional week of hearings shall be scheduled no more than once per calendar quarter. These additional quarterly hearings shall be scheduled in consecutive days not to exceed one (1) week. Should a case be cancelled or postponed, it shall be rescheduled as soon as possible, and the same number of days shall be restored to the calendar.

SECTION 28
MISSING, INTERNMENT, PRISONER OF WAR BENEFITS

- BOOK

SECTION 29
WORKERS' COMPENSATION BENEFITS

- BOOK

SECTION 30 UNION SECURITY

CLARIFICATION 30.E.4.

4. Any notice of revocation as set forth in the check-off form must be in the form of a letter, signed by the employee, and delivered by certified mail, return receipt requested, addressed to Membership Manager, Association of Flight Attendants – CWA, 501 Third St. NW, Washington, DC 20001-2797, with a copy to the President of the Master Executive Council (*). Check-off form and notices so received by AFA-CWA will be stamp-dated (*). AFA-CWA will advise the Payroll Accounting Manager, United Airlines of the notice of revocation and the effective date.

CLARIFICATION 30.F.

F. Dues Deductions

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

SECTION 31
SAFETY AND HEALTH AND SECURITY

AMENDED

31.A.2.

2. The MEC Safety, Health and Security Chairperson or AFA qualified designee shall be allowed to attend UAL-FAA emergency evacuation demonstrations. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of the MEC Safety, Health and Security Chairperson/AFA designee at government required certification tests.

The MEC Safety, Health and Security Committee shall participate in evaluating Flight Attendant yearly recurrent and other training programs.

AMENDED

31.A.3.

Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (form 1845) and/or inflight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.

The Company shall provide the MEC President/designee and the appropriate Local Council President(s)/designee copies of all Flight Attendant Safety Reports (FASRs).

NEW

31.A.5.

5. The Company shall provide the MEC President/designee with maintenance reports and records of equipment repair and/or equipment performance analysis reports upon request. The Company shall, upon request from the MEC President/designee, also provide samples of materials from airplanes, identified and suitably contained for testing, which may be related to Flight Attendant safety, health and security.

CLARIFICATION 31.B.6.

6. While the airplane is on the ground, Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items, remain on board during such a search, or subsequently perform a restoration of cabin furnishings.

AMENDED 31.E.

E. Access to Secure Areas

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

AMENDED 31.G.

G. Cabin Air Quality

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

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

The Company shall on a monthly basis provide the MEC Safety, Health and Security Committee Chairperson with any documentation regarding cabin air supply contamination, including air monitoring or wipe sampling data, aircraft maintenance logs, and pilot log book entries. In addition, the Company shall provide the MEC Safety, Health and Security Chairperson a copy of each report submitted in compliance with the FAA's Service Difficulty Reporting requirements for smoke/fume events.

NEW

31.H.

H. Cabin Temperature

The Company shall ensure that the target operative range for in-flight and ground operations is sixty-five (65) to seventy-five (75) degrees Fahrenheit. Operative temperature in flight shall not exceed eighty (80) degrees Fahrenheit, whether or not in-flight entertainment (IFE) systems are operating. Operative temperature during ground operations shall not exceed eighty (80) degrees Fahrenheit if IFE systems are not present or are not operating, and eighty-five (85) degrees Fahrenheit if IFE systems are operating.

NEW

31.I.

I. Fatigue

The Company recognizes that Flight Attendant fatigue poses an unacceptable risk and threat to the safety, health and security of passengers, other crewmembers and oneself. Consequently, a Flight Attendant who feels that she/he is fatigued and may not be able to perform the full range of functions in case of an emergency shall immediately notify the Company. The Flight Attendant shall be relieved from the flight and shall not be subject to disciplinary action.

NEW

31.J.

J. Communicable Diseases

When the Company becomes aware that a Flight Attendant has possibly been exposed to a communicable disease during the course of her/his duties, the Company shall immediately notify the Flight Attendant, her/his Local Council President and the MEC Safety, Health and Security Chairperson. The Company shall provide screening and all appropriate vaccinations/treatments at no cost to the Flight Attendant at the medical facility of her/his choice. The Company shall bear all expenses for post-exposure medical evaluations, accredited laboratory testing and counseling services following exposure.

CLARIFICATION
NEW

31.K.

K. Pesticides

The Company shall ensure that aircrafts are properly ventilated following pesticide application, that all surfaces are clean, dry and that the cabin is odor-free prior to Flight Attendant boarding. The Company shall instruct the Flight Attendants to deplane if the cabin is damp and/or odorous. In no event shall a Flight Attendant be required to board or work on under those circumstances. The Company shall put in place provisions to have aircrafts remain unoccupied and ventilated for twenty-four (24) hours following pesticide application. The Company shall conduct testing after each application to ensure that levels of residual pesticide pose no harm to Flight Attendants.

**SECTION 32
SAVINGS CLAUSE**

- BOOK

SECTION 33 BENEFITS

CLARIFICATION 33.A.1.b.

b. A Flight Attendant eligible for medical coverage may elect medical coverage on behalf of herself/himself and her/his eligible dependents. The Flight Attendant may elect to be covered for medical benefits under the Medical Preferred Provider Option ("Medical PPO") or an applicable Health Maintenance Organization (HMO), or she/he may elect not to be covered for medical benefits. A Flight Attendant who fails to make an election for Medical Benefit coverage, will be deemed to have waived coverage for her/himself and her/his eligible dependents. A Flight Attendant who fails to make an election during any succeeding Annual Benefit Open Enrollment will be enrolled in the last PPO or HMO coverage on record. Unless coverage was voluntarily waived, the Flight Attendant shall have coverage.

AMENDED
NEW

33.A.1.c.

c. Upon returning to active status from any leave of absence (LOA) during which medical/dental was not continued, a Flight Attendant shall default to the coverage in place prior to the leave of absence. Under no circumstances shall the Flight Attendant have no coverage. The Flight Attendant shall then have thirty (30) days to make any election changes.

AMENDED
NEW

33.A.1.d.

d. There shall be at least one HMO available for election in each State, and near each major Metropolitan area.

AMENDED

33.A.2.d.

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

10%

AMENDED

33.A.2.e.

e. The Total Monthly Cost of coverage as reflected in paragraph A.2.d. above on which the employee contribution is calculated will not increase by more than 7% per year. Employee contribution amounts will be rounded to the nearest penny. Any increase in the employee contribution for 2009 and beyond will not exceed 7% of the prior year's contribution rounded to the nearest penny. Under no circumstances shall Flight Attendants be required to pay more than 10% of the total projected cost of the Medical PPO for such calendar year for the coverage tier elected.

AMENDED

33.A.3.a.

a. Deductible: All covered medical expenses will be subject to a deductible in the amount of two hundred fifty dollars (\$250.00) per person per calendar year and five hundred dollars (\$500.00) per family per calendar year. The family deductible is reached when covered family members have, in aggregate, paid an amount equal to the family deductible, but in no event may one person satisfy more than the individual deductible amount.

A deductible which is satisfied in the last quarter of the year shall be considered as having satisfied the deductible for the next following year.

AMENDED

33.A.3.h.(4).

(4.) Hospice Care: Services of an approved hospice organization and facilities for terminally ill employees and/or dependents with a life expectancy of six (6) months or less pursuant to a Medicare-approved hospice care program. These services shall be paid at 100% after the deductible (*). Eligible hospice care services include:

- part-time nursing care (Registered Nurse),
- physical, occupational and speech therapy,
- medical social services under the direction of a Licensed Physician,
- hospice services provided on an out-patient basis,
- part-time services of a home health aide,
- necessary medical supplies,
- laboratory services,
- pain relief treatment, including drugs, medicines and medical supplies,

- Licensed Physician's services, and
- (*) psychological, spiritual and bereavement counseling to surviving members of the terminally ill person's immediate family within one year of the employee's or dependent's death.

AMENDED

33.A.3.h.(5).

(5). Auditory: Expenses for hearing examinations, hearing aids and batteries for hearing aids up to \$25,000 per person per lifetime.

AMENDED
NEW

33.A.3.h.(6).

(6). Expenses for services provided by a Naturopath, acupuncturist, massage therapist, chiropractor, Doctor of Chinese Medicine and traditional herbal medicine shall be covered procedures.

NEW

33.A.3.j.(4).

(4). All vaccines/immunizations recommended by the CDC and/or World Health Organization (WHO).

AMENDED

33.A.3.l.(2).

(2). Mail delivery of prescription drugs must be available worldwide for maintenance drugs (*). The Flight Attendant's cost for the medication will be ten dollars (\$10.00) per prescription for up to a ninety (90) day supply. The use of the mail delivery of prescription drugs shall be optional.

(*)

AMENDED

33.A.3.l. (3).

(3). (*) Determination about medical necessity, clinically appropriate use of a drug, and similar determinations shall be at the discretion of the individual's physician. (*)

- AMENDED 33.A.3.m.(1).
- (1). The definition of dependent child (*) is a child who is related to you by blood or marriage or for whom you have legal guardianship (*).
- DELETE 33.A.3.o.
- o. (*)
- AMENDED 33.A.3.p.(1).
- (1). Covered expenses for both out-patient and in-patient psychiatric and substance abuse treatment shall be covered the same as any other medical procedure.
- AMENDED 33.A.3.p.(2).
- (2). Coverage for in-patient psychiatric and substance abuse treatment received from an out-of-network provider is limited to 60 days per calendar year per person.
- DELETE 33.A.3.q.
- q. (*)
- AMENDED 33.A.3.r.
- r. Coordination of Benefits: The Medical PPO will apply Coordination of Benefits for employees with other group coverage (*).
- AMENDED 33.A.3.v.(1).a.
- a. Age fifty (50) or older with ten (10) or more years of service,
or
- DELETE 33.A.3.v.(1)f.
- f. (*)

AMENDED 33.A.3.v.(3).

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

Years of Service	Percentage of Cost
10 through 19	<u>40%</u>
20 through 24	<u>30%</u>
25 and over	<u>20%</u>

AMENDED 33.A.3.v.(6).

(6). Monthly Contribution for Post-Medicare Coverage: Eligible individuals must pay a monthly contribution for the cost of Post-Medicare coverage. The monthly contribution is equal to 50% of the total projected cost of such post-Medicare coverage for the calendar year, per person, minus a Company contribution equal to \$90 per month per person covered.

AMENDED 33.B.2.d.

(d). The required contributions for each month of coverage under the Traditional Dental Plan will be a percentage of the total projected cost of the Traditional Dental Plan for such year for the coverage tier elected. The percentage (*) is as follows: 10%.

AMENDED 33.B.2.e

e. The total monthly cost of coverage as reflected in paragraph B.2.d. above on which the employee contribution is calculated will not increase by more than 7% per year. Employee contribution amounts will be rounded to the nearest penny. Any increase in the employee contribution for 2009 and beyond will not exceed 7% of the prior year's contribution rounded to the nearest penny.

Under no circumstances shall Flight Attendants be required to pay more than 10% of the total projected cost of the Dental Plan for such calendar year for the coverage tier elected.

AMENDED

33.B.3.

3. The benefits under the Traditional Dental Plan are as follows:

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

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

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

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

Maximum Payment

Non-Orthodontia Treatment: \$3500 per person per calendar year

Orthodontia Treatment: \$5,000 per person per lifetime

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

Retiree dental shall be made available on the same basis as Retiree medical. Post Medicare Retiree dental shall be the same as pre Medicare Retiree dental.

- AMENDED 33.B.5.
5. (*) Coordination of Benefits: The Traditional Dental Plan will apply (*) Coordination of Benefits for employees with other group coverage. (*)
- AMENDED 33.C.
- C. COBRA
- The Company will continue benefits in accordance with COBRA, as amended from time to time. Any period of time during which the Company continues to pay a portion of the cost of the coverage following a Qualifying Event will not be considered part of the COBRA continuation period.
- AMENDED 33.E.3.
3. Benefit Amount
- The Plan will pay a monthly benefit of sixty five percent (65%) of the employee's monthly salary on the date disability begins, reduced by any amount received from the following sources:
- a. Workers' compensation.
 - b. (*)
 - c. State disability benefits.
- AMENDED 33.E.5.
5. Benefit Waiting Period
- Benefits begin on the 120th day of total disability provided employee is under a doctor's care.
- DELETE 33.E.6.a.
- a. (*)
- DELETE 33.E.8.a.
- a. (*)

AMENDED

33.E.10.

10. Employee Cost

(*) The Company will provide LTD coverage at no cost to the employee.

AMENDED

33.E.11

11. Receiving New Benefits

If an employee who was receiving benefits, returns to work for less than 90 days, and is again unable to work because of the same or related disability, benefits will immediately recommence; but if the employee returns to work for longer than 90 days or if the disability is from an unrelated cause, the disability will be considered a new disability and will be subject to a new 120 day waiting period.

AMENDED

33.F.2.

2. The current Company-paid life insurance will be one hundred thousand dollars (\$100,000) for all employees covered by the Agreement.

AMENDED

33.F.6.a.

a. Age fifty (50) or older with ten (10) or more years of service, or

NEW

33.H.

H. Short Term Disability

A Flight Attendant shall be paid 50% of her/his salary per week while disabled because of a non-work related accident or sickness. This benefit amount may be higher if dictated by Law.

Benefits begin on the first day in the event of an accident or the eighth day in the event of a sickness.

While a Flight Attendant does not have to be confined to a hospital to receive benefits, she/he must be certified by the Flight Attendant's Doctor.

Benefits shall continue until the end of the disability, at the end of 120 days, or until the Flight Attendant is no longer under a doctor's care, whichever comes first.

This benefit shall not be offset by any other disability plans, and may be collected in addition to sick leave.

The Company shall pay 100% of the premiums for the Short Term Disability Plan.

The Union and the Company shall jointly determine the Plan Carrier and contents of the Policy.

NEW

33.I.

I. Health Reimbursement Arrangement (HRA)

The Company will establish a Health Reimbursement Arrangement Plan (HRA) conforming to Internal Revenue regulations. Sufficient funds will be placed into this account, to provide the same medical coverage the Flight Attendants had prior to the demise of the Company. These funds will provide 75% of the premium cost, at the tier elected by the employee, on a monthly basis for 60 months or until the Flight Attendant is eligible for Medicare.

This HRA will be funded prior to payment of any other debt, and may not be set aside under any circumstances, including bankruptcy.

This will apply to all Flight Attendants and Flight Attendant Retirees at the time of the Company's ceasing to exist, in any fashion.

NEW

33.K.

K. Eye Care

The Company agrees not to withdraw from the current eye care/vision care program and shall extend the program to retirees.

AMENDED

ATTACHMENT A

Preventive Health Care and Immunization Guide for Children Birth - 18 Years
These Preventative Care Office Visits and Procedures are covered at 100%

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

(*)

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

Vaccine	Birth	2 months	4 months	6 Months	12 months	15 thru 18 months	<u>19 months thru 12 Years</u>	12 thru 18 years
DtaP (Diphtheria, Tetanus, Acellular Pertussis) (*)		X	X	X		X	X	Adult Td (Tetanus, Diphtheria) X (*)
OPV (Oral Polio Vaccine) (*)		X	X		6 to 15 months X		X	
Hib (Haemophilus influenza b) (*)		X	X	X	12 to 15 months X			
MMR (Measles, Mumps, Rubella) (*)					12 to 15 months X			Booster between 11 th to 12 th year X
Varicella (Chicken Pox) (*)					12 to 18 months X			Booster between 11 th to 12 th year X
HV (Hepatitis B) (*)	X	2 to 4 months X			6 to 18 months X			X
<u>Pneumococcal Vaccine</u>					<u>Once in Childhood</u>			
<u>Influenza Vaccine</u>					<u>Once in Childhood</u>		<u>Annually</u>	<u>Annually</u>
<u>HPV Vaccine</u>					<u>Once in Childhood</u>			

Preventive Health Care Guide for Adults
These Preventative Care Office Visits and Procedures are covered at 100%

Preventive Services	Ages 19 thru 49	Ages 50 thru 54	Ages 55 and Over
Adult physical examination (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Blood pressure check (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Blood cholesterol (Total and HDL) (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Complete Blood Count (CBC) (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Chemistry Panel (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Hemoccult (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Flexible sigmoidoscopy or colonoscopy (*)	<u>Starting at age 35</u> <u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Vision Screening (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Tetanus-diphtheria (Td)vaccine (*)	Every 10 years	Every 10 years	Every 10 years
Influenza vaccine (*)	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Pneumococcal vaccine (*)		<u>Once in lifetime</u>	<u>Once in lifetime</u>
Rubella (*)	Once in lifetime	Once in lifetime	Once in lifetime
Shingles vaccine	<u>Once in lifetime</u>	<u>Once in lifetime</u>	<u>Once in lifetime</u>
HPV Vaccine	<u>Once</u>		
Meningococcal	<u>Once in lifetime</u>	<u>Once in lifetime</u>	<u>Once in lifetime</u>
PSA	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Mammogram	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>

(*)

SECTION 34 RETIREMENT

AMENDED

34.B.2.

2. For purposes of calculating contributions pursuant to the Defined Contribution Program in the 401(k) Plan, Eligible Earnings shall include "Qualified Wages" which shall include base pay, holiday pay, sick pay, occupational pay, vacation pay, overrides, premiums, incentive, similar awards or allowances and profit sharing payments, but shall exclude expense reimbursement, pension payments and imputed income.

AMENDED

34.B.3.

3. Eligibility

A Flight Attendant shall become eligible to participate in the 401(k) Plan after she/he is an Employee as defined in Section 2.J. A Flight Attendant shall have the option to decline to participate in the 401(k) Plan and receive a cash payment in an amount equal to the Direct Company Contribution.

AMENDED

34.B.5.a.(1).

(1). (*) The Company will make the following Direct Contribution as a percentage of such Flight Attendant's Eligible Earnings:

(*) 6.0%

DELETE

34.B.5.a.(2).

2. (*)

AMENDED

34.B.7.

7. Company Matching Contributions

(*) The Company will make a Matching Contribution equal to one-hundred percent (100%) of the first six percent (6%) of Eligible Earnings that a Flight Attendant contributes to her/his 401(k) Plan account on an annual basis.

DELETE	34.B.7.a. a. (*)
AMENDED	34.B.9. 9. Expenses of Plan <u>The Company will pay all associated fees of the 401(k) Plan including the brokerage link fee.</u>
AMENDED	34.B.11.d. d. The Company will offer to Flight Attendants the same investment options that are contained in the 401(k) Plan(s) for salaried, management and IAM represented employees <u>as well as T-bills and CD options if not included in the other plans.</u>
NEW	34.B.11.e. <u>e. The 401(k) Plan shall include a Roth IRA component.</u>
NEW	34.B.11.f. <u>f. Flight Attendants shall have the option to select an annuity feature.</u>
CLARIFICATION	34.D. <u>D. UK Group Stakeholder Plan</u> <u>The equivalent defined contribution program for the eligible Flight Attendants based in LHR shall be referred to as the UK Group Stakeholder Plan. The UK Group Stakeholder Plan shall contain all the features and benefits as the Flight Attendants' Company established 401(k) Plan unless prohibited or unavailable because of local governmental or tax restrictions.</u> <u>A Flight Attendant shall have the option to decline to participate in the UK Group Stakeholder Plan and receive a cash payment in an amount equal to the Direct Company Contribution.</u>

SECTION 35 DURATION

To be discussed

The following Letters of Agreement shall be DELETED from Section 35.

Blue Ribbon Committee
Contract Dispute 2003-2009
Convertible Notes
Dispute Resolution
Domestic Legal Rest
Early Out
Increase Trip Trade Allocation
Reserve – PBS
Success Sharing
Supplemental Insurance
TED Commission
Vacation Allocation – Merge

The following Letters of Agreement have been incorporated in to the Collective Bargaining Agreement.

Mailbox Criteria
Paycheck Mailing
Visa Issues

The following Letters of Agreement have been AMENDED and shall be incorporated into Section 35.

Dispute Resolution, Attendance and Performance Management

The following current Agreements shall be incorporated in Section 35.

Expedited Arbitration
Hotel Standards
Hotels - Amenities Agreement
Hotels - Operating Charter
OSAP – Memorandum of Understanding

The following NEW Letters of Agreement shall be incorporated into Section 35.

Consolidation Protection
Section 1113/1114 Bankruptcy Protection
Successorship
Trade with Open Flying Instant Award
Vacation Donation

LETTER OF AGREEMENT - AMENDED
Dispute Resolution, Attendance and Performance Management

I NON-DISCIPLINARY ACTIONS, CONTRACT MATTERS AND COMPANY POLICIES

In order to enable the processes of Flight Attendant Agreement Section 26.C. to resolve disputes pertaining to non-disciplinary actions, contract matters and Company policies quickly and effectively, the following procedures will supplement the operation of Section 26.C.

- A. Locally-based dispute resolution process
1. A group of Flight Attendants or a Flight Attendant who has an issue concerning any action of the Company which affects her/him, except as may arise out of disciplinary action, and which the Flight Attendant(s) has not been able to resolve satisfactorily, may file a worksheet with the Association, setting forth the basis for the dispute within 60 calendar days after the Flight Attendant(s) reasonably would have knowledge of the dispute.
 2. The Association shall review and evaluate every worksheet. If the Association determines that a worksheet reports a potentially valid claim, the Association shall file a Notice of Dispute ("NOD") with designated Company personnel within 30 calendar days of receipt of the worksheet. A NOD will identify a dispute concerning an action by the Company, except as may arise from a disciplinary action.
 3. The filing of a NOD obligates the Company and Association to engage in local discussions, utilizing interest-based dispute resolution. Association and Company participants in these discussions will be trained in interest-based dispute resolution, and, to the maximum extent feasible, should bring relevant expertise to the NOD in terms of factual and subject-matter knowledge, and locale of work or representational assignment. The expectation is that the vast majority of NODs will be resolved during these discussions and within 30 calendar days of filing.
 4. Within 30 calendar days after the filing of a NOD, the participants in the dispute resolution discussions shall resolve the NOD or, if those efforts are unsuccessful, file a NOD Submission to the Dispute Resolution Committee, described below. The NOD Submission shall be a document jointly prepared by the primary dispute resolution participants that, at a minimum, contains a complete statement of relevant undisputed and disputed facts, the issues in dispute, and the impediments to resolution.

B. Dispute Resolution Committee

The Dispute Resolution Committee (“DRC”) shall be composed of four participants, two appointed by the Association and two by the Company. The mission and purpose of the DRC is to: 1) promote the prompt, effective and local resolution of disputes through the use of interest-based dispute resolution, and 2) preserve traditional arbitration primarily for the timely adjudication of discharge grievances and contractual disputes that have significant and widespread impact among Flight Attendants. The DRC shall meet at least twelve times per year, but may meet more frequently if needed.

With respect to any NOD Submission, the DRC is empowered to: 1) resolve the NOD in whole or in part; 2) remand the NOD, in whole or in part, to the first-level dispute resolution participants for further local resolution efforts; 3) assign the NOD, in whole or in part, to Expedited Arbitration, 4) assign the NOD, in whole or in part, to traditional arbitration, or, 5) where none of the previous options appear appropriate, escalate the NOD to the MEC Grievance Chair and the Managing Director Labor and Employee Relations.

The DRC shall make decisions by majority vote of the whole committee. The expectation is that NOD Submissions will be processed within 60 days of receipt.

C. Expedited Arbitration

Expedited Arbitration is an abbreviated hearing before the UAL/AFA System Board of Adjustment that will be designated the Expedited Arbitration Board of Adjustment and that will be subject to rules and procedures jointly agreed to by the parties. Awards issued by the Expedited Arbitration Board of Adjustment will be final and binding, but will be without precedent and/or prejudice in regard to any other NOD, dispute, grievance, or System Board hearing.

D. Bypass of the process

The MEC Grievance Chair or the Managing Director Labor and Employee Relations may decide that a NOD shall bypass the dispute resolution process contained herein where it is unlikely that that process will achieve a resolution, and proceed to Section 27 of the Flight Attendant Agreement. This right shall be exercised only in cases of disputes having significant widespread impact on Flight Attendants and/or significant financial impact to the Company, and then only after a discussion between the MEC Grievance Chair and the Managing Director Labor and Employee Relations.

E. Non-precedent and non-prejudice

All resolutions of NODs shall be without precedent and prejudice in regard to any other NOD, dispute, grievance, or System Board of Adjustment hearing unless: 1) the resolution clearly states in writing that it is precedent-setting, and 2) the resolution is signed by the MEC President on behalf of the Association and the Managing Director Labor Strategy or Managing Director Labor and Employee Relations on behalf of the Company.

F. Duty to resolve dispute resolution problems

If the Association or the Company receives credible information to the effect that the local dispute resolution process is experiencing problems in a locale or department, the parties will in good faith evaluate the situation and, if a problem exists, take appropriate action. The DRC is authorized to report such problems.

G. The process contained in this Section I shall not apply to MEC Grievances.

H. In a 26.C. NOD, a Flight Attendant's or a group of Flight Attendants' right to retrospective relief shall not exceed 60 days, except where the NOD is pursuant to a LEC Group grievance, in which case retrospective relief shall not exceed 120 days.

II ATTENDANCE POINT VALUES

AMENDED II.A.

A. A point system will apply to attendance occurrences covered by Flight Attendant Articles of Conduct ("AOC") 31. The following occurrences shall generate the following points:

OCCURRENCE	POINTS
Illness/Injury:	
Over 6 days	2
6 days or less, with no physician's note	2
6 days or less, with physician's note	1.5
DNF	3
Late boarding that delays a flight	2.5
Missed meeting or training	2
Late boarding, no flight delay	<u>1</u>
Late check-in	1

- B. A "physician's note" as used herein means a written notation from the Flight Attendant's treating physician, or a physician affiliated with United Medical that contains:
- a. Date of illness or injury;
 - b. Date of examination;
 - c. Date of return to work; and
 - d. Signature of the physician or physician's designee on a document that contains, at a minimum, the physician's printed name, work address and work telephone number.

On or before the Flight Attendant's next scheduled ID, the Flight Attendant must give the physician's note to her/his supervisor, not to United Medical.

AMENDED II.C.

- C. If a Flight Attendant misses an ID, resulting in a DNF and: 1) picks up an ID that departs on the same day as the missed ID, and 2) secures the assignment while physically present at the departure airport of the missed ID, the point assessment will be 2, not 3. If reserve Flight Attendant receives a DNF but is still awarded an assignment on that same calendar day, the point assessment will be 2, not 3.

AMENDED II.D.

- D. Occupational injury or illness occurrences will not generate points as set forth in above subparagraph A. nor trigger new or escalated discipline.
- E. Special circumstances will be handled on an individual basis at the sole discretion of the Company.
- F. Time off pursuant to the Flight Attendant Agreement and/or Company policy is exempt from point assessment.
- G. The method of notifying a Flight Attendant of a point-generating occurrence other than an injury/illness absence shall be by notice in the Flight Attendant's mailbox. Illness/injury absences and related points, shall be posted to a Flight Attendant's Work History with no notice in the Flight Attendant's mailbox. Such information may be communicated electronically if an electronic communication process is implemented pursuant to Section 4.Z. of the Flight Attendant Agreement.

- H. It shall be the responsibility of the Flight Attendant to know the status of her/his point accumulation. Upon request, the Company shall provide to the Flight Attendant her/his current point status electronically pursuant to Section 4.Z of the Flight Attendant Agreement, if implemented, or on paper. A Flight Attendant is at all times free to contact her/his supervisor regarding point accumulation or assessment.
- I. Points will accumulate for occurrences even if Letters of Warning, Letters of Charge or notices of point-generating occurrences have not been sent or received.
- J. If point(s) assessment is deemed unjustified in whole or in part, the Company shall correct the record and adjust any discipline imposed as a consequence of the unjustified assessment.
- K. Unless a Flight Attendant is in Attendance Track discipline, points will be deducted from the Flight Attendant's accumulated point total twelve months after the occurrence for which the points were assessed.

NEW II.L.

L.

1. For each calendar quarter during which a Flight Attendant is active for the entire quarter and has perfect attendance, two (2.0) points will be deducted from the Flight Attendant's accumulated point total. The point total cannot be below zero (0), but any remaining points up to a maximum of two (2) points will go into the Flight Attendant's "Attendance Points Bank".
2. For each calendar quarter during which a Flight Attendant is active for the entire quarter and has no chargeable occurrences during the quarter, two (2) points will be deducted from the Flight Attendant's accumulated point total. If the reduction brings the point total below zero (0), it will be reset to zero (0) but no point will be transferred to the "Attendance Points Bank".
3. For each calendar year during which a Flight Attendant is active for the entire year and has no chargeable occurrences during the quarter, two (2) points will be deducted from the Flight Attendant's accumulated point total. The point total cannot be below zero (0), but any remaining points up to a maximum of two (2) points will go into the "Attendance Points Bank".
4. The maximum points that a Flight Attendant may "bank" is six (6) points.

III PROGRESSIVE DISCIPLINE

- A. Progressive discipline under the Articles of Conduct (“AOC”) shall operate on two separate tracks, an Attendance Track for AOC 31 and a Performance Track for all other AOC violations subject to progressive discipline. These two tracks merge as set forth below in subsection C. The Attendance Track shall operate as follows:

1. Attendance Track progressive discipline steps:

Attendance Letter of Warning (“LOW”) Level 1: A Flight Attendant will be assessed an Attendance LOW Level 1 if s/he accumulates 6 or more points in a rolling 12-month period. The LOW Level 1 will remain in effect for 12 months of active service at which time it will be cleared from the record unless the Flight Attendant progresses to Attendance LOW Level 2.

Attendance LOW Level 2: A Flight Attendant will be assessed an Attendance LOW Level 2 if s/he accumulates 12 or more points. Points that triggered the Attendance LOW Level 1 count toward this 12-point threshold. The Attendance LOW Level 2 will remain in effect for 12 months of active service at which time Attendance LOW Levels 1 and 2 will be cleared from the record unless the Flight Attendant progresses to Attendance LOW Level 3.

Attendance LOW Level 3: A Flight Attendant will be assessed an Attendance LOW Level 3 if s/he accumulates 18 or more points. Points that triggered the Attendance LOW Levels 1-2 count toward this 18-point threshold. The Attendance LOW Level 3 will remain in effect for 18 months of active service at which time the Attendance LOW Levels 1-3 will be cleared from the record unless the Flight Attendant progresses to an Attendance LOW Level 4.

Attendance LOW Level 4: A Flight Attendant will be assessed an Attendance LOW Level 4 if s/he accumulates 24 or more points. Points that triggered the Attendance LOW Levels 1-3 count toward this 24-point threshold. The Attendance LOW Level 4 will remain in effect for 24 months of active service at which time the Attendance LOW Levels 1-4 will be cleared from the record unless the Flight Attendant progresses to an Attendance Letter of Charge -- Termination.

Attendance Letter of Charge - Termination: A Flight Attendant will be subject to termination if s/he accumulates 30 or more points. Points that triggered the Attendance LOW Levels 1- 4 count toward this 30-point threshold. Section 26.A. of the Flight Attendant Agreement applies to Attendance Letters of Charge – Termination.

2. Attendance LOWs shall be effective upon the date the triggering points occurred, not the date of issuance of the LOW.
3. A Flight Attendant whose attendance discipline expires shall exit the Attendance Track with zero points.

B. The Performance Track applies to all progressive discipline issued pursuant to certain Articles of Conduct and Company policies and procedures except for AOC 31. The Performance Track shall be as follows:

1. Performance Track progressive discipline:

Performance Letter of Warning (“LOW”) Level 1: Duration of 12 months of active service from date of issuance unless progressed to a higher level.

Performance LOW Level 2: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance LOW Level 3: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance LOW Level 4: Duration of 24 months of active service from date of issuance unless progressed to a Performance Letter of Charge – Termination.

Performance Letter of Charge – Termination

2. The Association’s agreement to the Performance Track shall not be construed as agreement with the application of the Articles of Conduct in any individual case.

C. A Flight Attendant cannot simultaneously be on an Attendance LOW Level 4 and a Performance LOW Level 4. If an occurrence, event or combination of occurrences and/or events would result in a combined Attendance LOW Level 4 and Performance LOW Level 4 status, that occurrence, event and/or combination of events instead triggers a Letter of Charge – Termination.

IV SECTION 26.A. AND 26.B. PROCESSES

In order to enable the processes of Section 26 of the Flight Attendant Agreement to resolve disputes pertaining to discipline and discharge, the following procedures will supplement the operation of Section 26.A. and B.

- A. Discipline not involving discharge - 26.B.
- 1 For both Attendance-Track and Performance-Track discipline, the Company shall notify a Flight Attendant by issuing a disciplinary Letter of Warning ("LOW") in compliance with Section 26.B.1.a. of the Flight Attendant Agreement. The LOW will be sent by first-class U.S. Mail or the foreign equivalent thereof to the Flight Attendant's address of record and a copy will be placed in the Flight Attendant's mailbox. The Company is not required to copy the Association on LOWs.
 2. The effective date of Attendance-Track LOWs is the date of the triggering point occurrence. The effective date of Performance-Track LOWs is the date of issuance of the LOW.
 3. Pursuant to Section 26.B.1.b. of the Flight Attendant Agreement, a Flight Attendant may request a review of any LOW; the Association may request such a review on behalf of the Flight Attendant only if the Flight Attendant specifically so requests. An LOW that is not timely challenged in the form of a request for review is final and is not subject to later appeal, challenge or review. The thirty-day deadline for requesting review is triggered by the date of the LOW.
 4. The Section 26.B.2. hearing shall be a conference between the Manager Onboard Service and/or designee, the supervisor, the Flight Attendant and Association representative and/or witnesses as applicable. With respect to this conference:
 - a. Formal rules of evidence and procedure will not apply.
 - b. Any party may bring to the hearing documents or other evidence, although this is not required.
 - c. The management representative and the Association representative will be trained in interest-based dispute resolution.
 - d. The parties are encouraged to candidly discuss the merits of the LOW.

5. The Manager Onboard Service or designee will record the result of the hearing on a jointly-created template document, but will not have to issue a written explanation. This result will be distributed pursuant to Section 26.B.2. of the Flight Attendant Agreement.
 6. Where a 26.B.2. hearing results in an LOW being sustained in whole or in part, all arguments are preserved; however, the matter cannot be appealed to the System Board of Adjustment unless the Flight Attendant is later discharged, and then only if the LOW is active at the time of the discharge.
 7. Notwithstanding the above subsection 6, in extraordinary circumstances, the Association, but not an individual Flight Attendant, may appeal the outcome of a Section 26.B.2. hearing to the Managing Director Labor and Employee Relations by providing written notice to the Managing Director within 15 calendar days of the result of the hearing. The Managing Director will then meet with the MEC President and/or the MEC Grievance Chair. If this meeting does not resolve the matter to the satisfaction of the Association, the Association may, with 15 calendar days of the conclusion of the meeting, appeal the hearing result to the System Board of Adjustment. By mutual agreement of the Company and the Association, the parties may assign the dispute to Expedited Arbitration.
- B. Discharge – 26.A.
1. In the event of any alleged action or inaction by a Flight Attendant, which in the opinion of the Company may result in discharge, Section 26.A. of the Agreement applies. The Company shall copy the Association on Letters of Charge unless the Flight Attendant has informed the Company that s/he does not want Association representation in the particular matter.
 2. The Section 26.A.2. hearing shall be conducted by the Flight Attendant's Domicile Manager. This hearing shall be a conference between the Flight Attendant's Domicile Manager, the supervisor, the Flight Attendant and Association representative and/or witnesses as applicable. The principles set forth in subsection A.4.a-d., above, apply to this hearing. The Manager's decision will be due within 15 days of the hearing, pursuant to Section 26.A.3. of the Flight Attendant Agreement.

3. If the Domicile Manager determines that discharge is justified, s/he will issue a letter to the Flight Attendant that, at a minimum: advises the Flight Attendant of the termination of employment, confirms the date of the hearing, summarizes the basis for the decision, advises the Flight Attendant of her/his Section 26.A.4. appeal right, and copies the persons identified in Section 26.A.3.
 4. A discharged Flight Attendant has the right to appeal the discharge to the System Board of Adjustment pursuant to Section 26.A.4. of the Flight Attendant Agreement. A discharge that is not timely appealed pursuant to Section 26.A.4. is final and is not subject to later appeal, challenge or review. Where a discharge has been properly appealed to the System Board of Adjustment, the Board has jurisdiction to consider all arguments and objections pertaining to relevant prior discipline that were preserved.
- C. All settlements of Letters of Charge, Letters of Warning, point assessments, and/or potential discharge or discipline shall be without precedent and prejudice in regard to any other dispute, grievance, or System Board of Adjustment hearing unless: 1) the settlement clearly states in writing that it is precedent-setting, and 2) the settlement is signed by the MEC President on behalf of the Association and the Managing Director Labor Strategy or Managing Director Labor and Employee Relations on behalf of the Company.

V. CLEARING OF INDIVIDUAL FLIGHT ATTENDANT DISCIPLINARY RECORDS

- A. Effective January 16, 2008 ("Effective Date"), the following Flight Attendants shall have their disciplinary records cleared, to reflect a clean record as of the Effective Date:
1. Flight Attendants who, as of the Effective Date, are at a discipline level of 3-day suspension or less, inclusive of non-disciplinary initial discussions;
 2. Flight Attendants who, as of the Effective Date, have been charged with conduct or occurrences that could not result in discipline more severe than a 3-day suspension; and
 3. Flight Attendants who, as of the Effective Date, are under investigation for conduct, that occurred on or before the Effective Date but which could not result in discipline more severe than a 3-day suspension.
- B. If, as of the Effective Date, a Flight Attendant: 1) has been charged with conduct that, individually or cumulatively, may result in discipline more severe than a 3-day suspension, and/or 2) is under investigation for conduct that, individually or cumulatively, occurred on or before the

Effective Date and may result in discipline more severe than a 3-day suspension, the process contained in Section 26.A. of the Flight Attendant Agreement shall operate to its conclusion. If the outcome of the Letter of Charge Hearing(s) is the imposition of discipline less than a 10-day suspension, the Flight Attendant's disciplinary record shall be cleared retroactive to the Effective Date. If the outcome of the Letter of Charge Hearing(s) is the imposition of discipline greater than a 3-day suspension, the Flight Attendant's disciplinary record is not affected by this Section V.

- C. This Section V shall not operate to clear or modify any disciplinary record except as specifically provided in subsections A. and B. above.
- D. If the Association serves a notice of termination of this Agreement on or before the one-year anniversary of the implementation of this Agreement (the "Transition Date" as defined below), the Company shall have the right to reinstate any or all discipline or disciplinary records cleared pursuant to this Section V., which will result in all challenges to such discipline or disciplinary records also being reinstated. If the Company serves a notice of termination of this Agreement, there shall be no right to reinstate discipline or disciplinary records cleared pursuant to this Section V.

VI IMPLEMENTATION AND CONVERSION OF DISCIPLINE

- A. In recognition of the fact that training of relevant Association and Company personnel is essential to the successful implementation of this Agreement, the parties will implement the terms of this Agreement on a mutually agreed-upon date, to be determined, which will occur as soon as practicable after substantially all relevant personnel have been trained. That agreed-upon date is referred to herein as the Implementation Date.
- B. During the period between approval of this Agreement and the Transition Date, pre-Agreement procedures and processes will govern discipline and dispute resolution.
- C. On the Implementation Date, Flight Attendants who are in active discipline shall convert from their pre-implementation status to their post-implementation status based on whether their pre-implementation status is based on AOC 31 occurrences exclusively, on AOC violations other than AOC 31 exclusively, or on a combination of AOC 31 and other AOC violations.
 - 1. Flight Attendants whose active discipline as of the Implementation Date is based exclusively on AOC 31 occurrences will convert as follows:

Pre-Implementation	Post-Implementation
Initial Discussion Oral Warning	Clear record Attendance LOW Level 1 (6 points)
Letter of Warning	Attendance LOW Level 1 (6 points)
3-Day Suspension	Attendance LOW Level 2 (12 points)
10-Day Suspension	Attendance LOW Level 3 (18 points)
30-Day Suspension	Attendance LOW Level 4 (24 points)

2. Flight Attendants whose active discipline as of the Implementation Date is based exclusively on violations other than AOC 31 will convert as follows:

Pre-Implementation	Post-Implementation
Oral Warning	Performance LOW Level 1
Letter of Warning	Performance LOW Level 1
3-Day Suspension	Performance LOW Level 2
10-Day Suspension	Performance LOW Level 3
30-Day Suspension	Performance LOW Level 4

3. Flight Attendants whose active discipline as of the Implementation Date is based on a combination of AOC 31 occurrences and other AOC violations will convert as follows:

Pre-Implementation	Post-Implementation
3-Day Suspension	Performance LOW Level 1 and Attendance LOW Level 1 (6 points)
10-Day Suspension	Performance LOW Level 2 and Attendance LOW Level 2 (12 points)
30-Day Suspension	Performance LOW Level 3 and Attendance LOW Level 3 (18 points)

Flight Attendants who are on an Oral Warning or Letter of Warning as of the Implementation Date based on a combination of AOC 31 occurrences or any other AOC violations will be converted to the new system by mutual agreement of the Company and the Association based on individual facts and circumstances.

- D. Flight Attendants converted into the Attendance Track will be assigned the minimum number of points for their level, irrespective of actual attendance records. For example, all Flight Attendants converted into Attendance LOW Level 1 will be assigned 6 points.
- E. For alleged misconduct occurring after approval of this Agreement but before the Implementation Date, the parties will jointly use best efforts to complete applicable hearings before the Implementation Date. If a hearing is not completed before the Implementation Date, the new procedures of this Agreement will govern the administration and application of discipline even if the underlying conduct occurred prior to the Implementation Date, subject to an exception if the Company is at fault in unreasonably delaying the hearing.
- F. Time served in discipline prior to the Implementation Date shall apply to a Flight Attendant's disciplinary status post-implementation.
- G. Prior to the Implementation Date, the timely challenge of discipline pursuant to Section 26.A.4. or 26.B., as applicable, of the Flight Attendant Agreement shall preserve one's right to contest that discipline at a System Board of Adjustment hearing.

VII GRIEVANCE AND SYSTEM BOARD OF ADJUSTMENT APPEAL BACKLOG

With the exception of MEC Grievances, the Company and the Association jointly commit to using best efforts to review and resolve, to the maximum extent feasible, the current backlog of unresolved grievances and appeals to the System Board of Adjustment. This task will commence within 30 calendar days of the acceptance of this Agreement with a goal of completing the task within 90 calendar days of acceptance of this agreement. In accomplishing this assignment, the parties will apply resolution principles that have been mutually agreed to with an outside mediator.

VIII GENERAL

- A. The counting of months as provided for in this Agreement means to the calendar day. For example, a 12-month period commencing on January 15, 2008 encompasses the period of January 15, 2008 through the end of the day of January 14, 2009.

- B. Within two weeks of the date of this Agreement, the Company and the Association shall create a joint committee to oversee the implementation and operation of the terms of this Agreement for a period of time to be determined jointly by the parties.

IX TERMINATION RIGHTS

Both the Company and the Association have the unilateral right to terminate this Agreement subject to the following procedure:

- A. The party who wishes to terminate the Agreement will provide written notice of intent to terminate to the Vice President of Labor and Employee Relations or to the MEC President, as applicable.
- B. Such notice will trigger a 60-calendar-day period, during which the Agreement remains in effect. During this period, neither party will reject a request from the other to meet and confer regarding their differences.
- C. After expiration of the 60-day period, but no later than 75 calendar days after issuance of the notice of intent to terminate, either party may serve written notice of termination of the Agreement. Such notice of termination will terminate this Agreement immediately and in its entirety, and all terms contained in this Agreement will be null and void.
- D. If a notice of termination is not served within the applicable 15-day window of opportunity, a party who wishes to terminate the Agreement must begin the process anew by serving a written notice of intent to terminate.
- E. If this Agreement is terminated, the Company and the Association will each possess all rights, authority and powers that they respectively possessed before entering into this Agreement. The negotiating history and any statements made in connection with the negotiation of this Agreement shall not be admissible in any hearing before the System Board of Adjustment or other forum adjudicating a dispute over party's rights, authority or powers.

Letter of Agreement:
Expedited Arbitration

This current Agreement shall be incorporated in Section 35.

Letter of Agreement:
Hotel Standards:

This current Agreement shall be incorporated in Section 35.

Letter of Agreement
Hotels - Amenities Agreement

This current Agreement shall be incorporated into Section 35.

Letter of Agreement
Hotels - Operating Charter

This current Agreement shall be incorporated into Section 35.

Letter of Agreement
OSAP – Memorandum of Understanding

This current Agreement shall be incorporated into Section 35.

Letter of Agreement:
Consolidation Protection

This NEW Letter of Agreement shall be incorporated in Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement related to the purchase of assets.

1. The Company shall not hire, employ or agree to hire or employ Flight Attendants from another air carrier in a purchase of assets unless:

There are no UAL Flight Attendants on furlough; and

The Company's obligation to employ such Flight Attendants is limited to the minimum number of Flight Attendants necessary to operate the assets acquired by the Company under the Flight Attendant Agreement.

2. A grievance filed by AFA alleging a violation of this letter shall, at the request of either party, bypass the initial steps of the grievance process and shall be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard by the System Board no later than thirty (30) days following the submission to the System Board and decided no later than thirty (30) days after such hearing, unless the parties agree otherwise in writing.

Letter of Agreement:
Hotels – Hotel Reward Points

This NEW Letter of Agreement shall be incorporated in Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement, Flight Attendants shall accrue hotel reward points for stays associated with layovers and other business travel.

Letter of Agreement:
Hotels – Free Internet Access

This NEW Letter of Agreement shall be incorporated into Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement, Flight Attendants shall be provided access to high speed internet service in their room free of charge for stays associated with layovers and other business travel.

Letter of Agreement:
Section 1113/1114 Bankruptcy Protection

This NEW Letter of Agreement shall be incorporated into Section 35.

If the Company/UAL Corporation files a petition for reorganization under Chapter 11, neither the Company nor UAL will file or support any motion or proceeding under any provision of 11 U.S.C. §§1113 or 1114 with respect to the Flight Attendant Collective Bargaining Agreement .

Letter of Agreement:
Successorship Transactions

This NEW Letter of Agreement shall be incorporated into Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement

A. Successorship Transactions

1. The Company and any Parent shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or of a Parent (a "Successor") resulting from the transfer (in a single transaction or in multi-step transactions) to the Successor of the ownership and/or control of 50% or more of the equity of the Company or Parent or 50% or more of the value of the assets of the Company (a "Successorship Transaction") to employ or cause the Company to continue to employ the employees represented by the Association in accordance with the provisions of the Agreement and to assume and be bound by the Agreement. "Parent" refers to UAL Corp ("UAL") or any entity that has majority control of the Company, whether directly or indirectly through the majority control of other entities that have majority control of the Company.

B. The Company and its Parent shall not conclude any agreement for a Successorship Transaction without the expressed written consent of the Union. Further, the Successor shall agree in writing, as an irrevocable condition of the Successorship Transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the Successor's employees, and to guarantee that the employees represented by the Association under the Agreement will be employed by Successor in accordance with the provisions of the Agreement.

C. In the event of a Successorship Transaction in which the Successor is an air carrier or entity that controls or is under the control of an air carrier, the Successor shall provide employees represented by the Association under the Agreement immediately prior to the transaction with seniority integration rights provided in Section 2, 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPPs"), except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association's Merger Policy if both pre-transaction Flight Attendant groups are represented by the Association.

- D. A grievance filed by AFA alleging a violation of this letter shall, at the request of either party, bypass the initial steps of the grievance process and shall be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard by the System Board no later than thirty (30) days following the submission to the System Board and decided no later than thirty (30) days after such hearing, unless the parties agree otherwise in writing.

Letter of Agreement:
Trip Trade with Open Flying Instant Award

This NEW Letter of Agreement shall be incorporated in Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement, that the Company and the Union will develop and implement the automation necessary to process Trip Trades with Open Flying on an instant award basis.

This instant trade process will be available to Flight Attendants between the hours of 2000 and 0800 and shall be in addition to the Trip Trading with Open Flying provided for in Section 9.G.4.

Nine (9) months following the implementation of this new process, the Company and the Union will meet to evaluate the effectiveness of this program. Following this meeting, the Union may provide written notice of intent to terminate this new process.

LETTER OF AGREEMENT

Vacation Donation

This NEW Letter of Agreement shall be incorporated into Section 35.

This will confirm the Agreement reached during the course of the negotiations leading to the XX Agreement.

Vacation Donation

1. Flight Attendants may donate a portion of their accrued vacation to other Flight Attendants in need of financial assistance. Vacation may be donated to another Flight Attendant who has exhausted her/his own vacation under the following circumstances:
 - a. The Flight Attendant is ill/injured and has exhausted her/his sick leave bank.
 - b. A member of the Flight Attendant's immediate family is suffering from a serious illness or injury.
 - c. The Flight Attendant has suffered the death of an immediate family member.
2. Accrued vacation, for the purpose of this Section means:
 - a. Vacation accrued in the previous year for use in the current year.
 - b. Vacation accrued in the current year and awarded for use in the following year.
3. The maximum vacation donation shall be the entire year's accrual.
4. Flight Attendants shall be permitted to donate vacation to any other Flight Attendants on the System Seniority list.
5. Donated vacation will be valued at five (5) hours per day.
6. Donated vacation compensation shall be as follows:
 - a. A Flight Attendant donating vacation days shall work her/his regular schedule and be compensated accordingly.
 - b. A Flight Attendant receiving donated vacation days shall be compensated for the number of flight hours determined by multiplying the number of vacation days by five (5) hours.
 - (1). The flight hours will be paid to the receiving Flight Attendant at her/his rate of pay, provided that rate is equal or less than the donating Flight Attendant.

- (2). If the rate of pay of the receiving Flight Attendant is greater than the rate of pay of the donating Flight Attendant, compensation will be made at the rate of pay of the donating Flight Attendant.
7. A Flight Attendant who wishes to donate vacation days will specify which accrued vacation days are to be donated according to the following criteria:
 - a. A Flight Attendant who wishes to donate vacation days will specify which vacation period to be donated/reduced.
 - b. A Flight Attendant donating a portion of a vacation period will specify the number of days to be donated and the specific dates. Vacation days may only be donated from the beginning or end of a vacation period.
8. Unused donated vacation days shall be returned to the donating Flight Attendant in the form of a check at the rate of pay at the time of donation.