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**TENTATIVE AGREEMENT**

**BETWEEN**

**AIR TRANSPORT INTERNATIONAL**

**AND**

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

**REPRESENTING**

**THE FLIGHT ATTENDANTS**

**IN THE SERVICE OF**

**AIR TRANSPORT INTERNATIONAL**

**October 2, 2017**

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## **Section 1 - Recognition**

A. In accordance with Certification Number R-7450 by the National Mediation Board, dated May 16, 2016, the Company recognizes the Association of Flight Attendants-CWA, AFL-CIO as the bargaining representative of the Flight Attendants employed by the Company, for the purposes of the Railway Labor Act, as amended.

B. Scope

1. Flight Attendant duties required for the current operations of the Company, as of the date of execution of this Agreement, will be performed by Flight Attendants of Air Transport International (ATI) on the Flight Attendant's System Seniority List and will be flown in accordance with the provisions of this Agreement.
2. Notwithstanding paragraph B.1., above, the Company may contract out flying or employ temporary employees to perform Flight Attendant duties if the Company does not have sufficient aircraft or qualified Flight Attendants available to perform the flying contracted out, and if no Flight Attendant is furloughed or displaced as a result.

C. Successorship

This Agreement will be binding upon any successors, and until changed in accordance with the provisions of the Railway Labor Act, as amended.

D. Merger Protections

In the event of the operational merger of the Company with another certified air carrier that affects the seniority rights of the Flight Attendants on the ATI Flight Attendant Seniority List, provisions will be made for the integration of seniority lists in accordance with Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (Allegheny-Mohawk LPPs). However, if the other airline's Flight Attendants are represented by the AFA-CWA, the seniority lists will be integrated pursuant to the AFA-CWA merger policy.

E. Expedited Board of Adjustment

1. Any grievance alleging a violation of this Section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis.
2. The dispute shall be heard no later than sixty (60) days following the submission to the System Board of Adjustment and the decision shall be issued no later than thirty (30) days after close of the record. The time limits set forth in this paragraph may be extended by written agreement of the Company and the Union.

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## **Section 2 – Definitions**

- A. **Active Service:** Periods during which a Flight Attendant is available for duty, on vacation, paid leave of absence, on pay status or as otherwise provided for in this Agreement. Periods of absence of longer than thirty (30) days due to furlough, FMLA leave and unpaid leaves of absence do not constitute Active Service.
- B. **Agreement:** This Collective Bargaining Agreement in its entirety, including any letters of understanding or addendum signed by the parties during the term of the Agreement.
- C. **Bid Line:** A schedule containing scheduled trips and scheduled days off or mixed lines-scheduled trips and reserve days and days off or a line of on call reserve days and days off during a designated Bid Unit Period.
- D. **Bid Line Award:** Bid Line granted to a Flight Attendant as a result of her/his bid.
- E. **Bid Unit/Period:** A specific period of days, designated by the Company, which comprise a Flight Attendant's schedule.
- F. **Bid Unit Guarantee BUG:** Bid Unit Guarantee - equals 56 credited hours under current operations.
- G. **Company:** Air Transport International
- H. **Deadhead Transportation (Deadhead or Deadheading):** The movement of a Flight Attendant from one duty reporting point to another or from a reporting point to a duty ending point at the direction of the Company while the Flight Attendant is not performing any assigned Flight Attendant duties. Deadhead Transportation may occur on a Company aircraft, via commercial flight or surface transportation.
- I. **Deadheading Pay:** The amount of pay credited to a Flight Attendant for Deadheading, calculated in conformity with Section X (Compensation).
- J. **DOS:** Date of Signing is the date this Agreement is ratified.
- K. **Duty Day:** Any consecutive 24 hour period, or fraction thereof, commencing at the scheduled or actual report time of any duty, whichever is the later, of the Flight Attendant and continuing until her/his release time upon completion of her/his Duty.
- L. **FAR:** Federal Aviation Regulation
- M. **Flight Attendant:** A crewmember qualified under the Federal Aviation (FAA) regulations and Company policies who is responsible for performing all assigned cabin services for passengers, including the responsibility for passenger safety, comfort and welfare.

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- N. Longevity: A Flight Attendant's period of Active Service with the Company measured in twelve (12) month periods with each period comprising a year of Longevity. A Flight Attendant shall begin to accrue Longevity on her/his Date of Hire and continue the accrual during her/his Active Service with the Company. A Flight Attendant's Longevity shall be adjusted for leaves of absence, furloughs, or other periods of service inactivity provided for in this Agreement or Company policies.
- O. Reserve Day: A period during which a Flight Attendant is on reserve assignment.
- P. Rest Period: The span of time where a Flight Attendant is released to receive rest measured from the end of the duty/reserve assignment to the start of the next duty/reserve assignment.
- Q. Scheduled Day Off: Any consecutive 24 hour period free from all Company duty.
- R. Segment: A flight leg comprising part of a Trip.
- S. Seniority: A Flight Attendant's position on the Seniority List in relation to all other Flight Attendants on the System Seniority List.
- T. Seniority List: The list, in Seniority order, of all Flight Attendants employed by the Company.
- U. Spouse: A person to whom a Flight Attendant has entered into a marriage relationship pursuant to the laws of the State in which the marriage takes place and which has not been terminated through divorce or other legal process.
- V. Trip: A sequence of flight segments or other Duty that begin and end at the Flight Attendant's Home Base.
- W. Union: The Association of Flight Attendants-CWA, AFL-CIO. Also known as AFA.

**Section 3 - Hours of Service, Scheduling and Reserve**

**A. Duty Limits and Rest Periods**

1. Scheduled flying, including duty and rest periods, shall comply with applicable Federal Aviation Regulations (FARs), except where the Company has designated flights for public use or other governmental flying not subject to FARs.
2. A duty period consists of all time spent performing Flight Attendant duties on a flight segment or trip from the time of report to the time of release.
3. Time away from home while on assignment for ATI is considered work time, including time spent on layovers and reserve days.

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4. A Flight Attendant will be scheduled for rest of at least eight hours following an international deadhead assignment prior to the commencement of a duty period.
5. Flight Attendants shall coordinate with other crew members, exercise good judgment and ensure continuous customer service when taking onboard rest.

### B. Report and Release

1. Report time for a commercial\_deadhead flight from the Flight Attendant's home base and downline stations will be one hour for domestic deadhead and two hours for international deadhead.
2. Downline report time for working segments will be no greater than 1.5 hours for a domestic segment and 2 hours for an international segment.
3. Release time will be 30 minutes after block-in of the last flight.

### C. Bid Lines

1. Flight pairings may include positioning time, deadhead time, report and release times, scheduled block-to-block flight time and rest. Flight pairings will be combined into lines of flying that may include known scheduled flights, reserve duty and days off.
2. The Company will determine the flight pairings and lines of flying, the duration of bid units or bid periods, the rotation of duty periods and days off, and bid unit (or bid period) hours.
3. Bid lines will be published no later than 15 days prior to the beginning of the bid unit (or bid period). Flight Attendants will have four days to submit bids, which will be awarded in seniority order. A Flight Attendant who does not bid sufficient lines to be awarded his/her bid will be assigned a line at the discretion of the Company. Bid line awards will be published to Flight Attendants within four days after the close of bidding. Protests must be made within 48 hours of posting to the manager of crew scheduling.
4. Flight Attendants who have not completed training (including IOE) or who have not been released from a medical restriction by the close of bidding will not be awarded a bid line. Such Flight Attendants who subsequently complete training or are released to duty will be assigned flying or reserve duty for the remainder of the bid unit.
5. Flight Attendants will not be awarded bid lines containing flight assignments that conflict with scheduled recurrent training; the Company may reschedule training in the event a Flight Attendant cannot hold a Bid Line that does not conflict with training.
6. Awarded lines of flying modified for scheduled vacation, customer-initiated schedule changes or other known events may have conflicting flight assignments replaced with reserve duty.

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7. Upon request, the Company will discuss with the Union Scheduling Committee scheduling related issues and receive input on the construction of lines of flying and reserve assignments published as Bid Lines.
  8. With approval from the manager of crew scheduling, which shall not unreasonably be denied, Flight Attendants may mutually trade their awarded Bid Lines prior to any positioning or deadhead travel being booked by the Company
- D. Current Operations – The following provisions apply to the Company’s current operations. The Company reserves the right to change its operation and scheduling practices based on the needs of the service or the Company’s business judgment. The Company will notify the Union of its intent to change operations or scheduling practices and will negotiate with the Union the effects of such changes on Flight Attendants covered by this Agreement.
1. Home Basing - A home-based Flight Attendant generally must reside within two hours of his/her home base airport, which must be located within the 48 contiguous United States and have sufficient and economical regular scheduled service, as shall be determined by the Company.
  2. Positioning – Flight Attendants will be positioned for flight assignments starting at, and returning to, their home base airport. A Flight Attendant may request, at the time of the initial bidding process, to have a rest period added to his/her schedule at the end of a duty period prior to positioning home. The addition of a rest period at the Flight Attendant’s request will not extend the payment of per diem or be considered to incur lost day(s) off.
  3. The Company will provide air transportation at no cost to the Flight Attendant. Flight Attendants may be reimbursed for certain expenses related to positioning as provided by Company policies.
  4. Posting and Award of Bid Lines – Lines of flying may be published for bid in 28-day bid units, a bid cycle consisting of two 28-day bid units, or in other bid periods as the needs of the service require and as determined by the Company. The normal bid line (in a 28-day bid unit) will have 16 work or reserve days and 12 days off per bid unit, or a total of 32 work or reserve days and 24 days off per bid cycle. Bid cycle work/reserve days and off days may be more or less than the standard within each single bid unit, but should be balanced out by the numbers in the other bid unit associated with that bid cycle. Bid lines containing no more than three separate trip sequences may be scheduled with less than 24 days off in the cycle.
  5. Bid lines will be constructed as:
    - a. All trips equal to 56 hours or greater;
    - b. Remaining trips that could not make a complete line of 56 hours or greater and reserve days to equal 56 hours or greater-mixed lines;

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- c. Lines constructed of all reserve on call days equal to 56 hours.
6. Bid Line Transition Period Procedures – At the discretion of the Company, Flight Attendants may be compensated for days off lost due to transition conflicts or have such days off restored subject to trip and reserve coverage.
    - a. Reserve Line to Reserve Line - hours flown in each Bid Unit will be paid in the Bid Unit in which they were flown.
    - b. Line Holder to Reserve Line - hours flown in each Bid Unit will be paid in the Bid Unit in which they were flown.
    - c. Reserve to Line Holder - no assignment in the Bid Unit in which the Flight Attendant is a reserve can conflict with any trips in the following Bid Unit.
    - d. Line Holder to Line Holder - a Flight Attendant with carry over flying cannot be awarded a conflicting line.
  7. Open Time
    - a. Open Time consists of all Trip Pairings that become known after the Bid Lines are published or become vacated after the Bid Lines are awarded.
    - b. When an Open Time assignment becomes available, the Company shall make every effort, when economically practicable to award/assign in the following order:
      - i. Assigned to a qualified Flight Attendant on Reserve status; then
      - ii. Awarded to a qualified Flight Attendant on Reserve status with no scheduling conflicts who agrees to work on his/her days off; then
      - iii. Awarded to a qualified Flight Attendant with no scheduling conflicts who agrees to work on his/her days off; then
      - iv. Assigned by junior assignment or extension.
  8. Trip Trades - Flight Attendants may request to trade Trip Pairings and reserve assignments in accordance with the following guidelines:
    - a. Same Standing- Both Crewmembers involved in the trade must hold a Bid Line with scheduled flying and/or reserve duty during the same Bid Unit Period.
    - b. Trade Requests- Both Flight Attendants involved in the trade must submit written trade requests to Crew Scheduling before positioning travel has been booked by Company, but in no event later than three (3) days prior to departure of the earliest affected Trip pairing or reserve assignment.

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- c. Responsibility for Trips- A Flight Attendant is responsible for her/his original Trip pairing or reserve assignment until Crew Scheduling approves the trade request. Trades are deemed “approved” when the Flight Attendant obtains written confirmation from Crew Scheduling. Upon approval, the Scheduling Department will make the change and the Flight Attendant will be responsible for any Trip pairing or reserve assignment added to her/his schedule as a result of the trade.
  - d. One Way Trades- A Flight Attendant may request to trade a Trip pairing with another Flight Attendant without receiving a corresponding Trip pairing in return. A Trip pairing deleted from a Flight Attendant’s Bid Line shall decrease her/his guarantee by the value of the Trip pairing that has been deleted. A Flight Attendant who works a trip received from another Flight Attendant in a one-way trade shall not receive premium pay intended to compensate a Flight Attendant for working on a Scheduled Day Off. A Flight Attendant may accept a one-way trade involving a period when she/he is on reserve only if released by the Company from the Reserve Duty.
  - e. Approval Standards- The following trade requests shall not be approved:
    - i. Trades that violate FARs, or any provision of this Agreement;
    - ii. Trades that interfere with a Flight Attendant's ability to protect the duty assignment that she/he acquired through the trade, and preceding or subsequent duty assignment(s). In administering this subsection, the Company will establish and publish a buffer period of not less than twenty-four hours (24), exclusive of any FAR-mandated minimum rest period, between duty assignments.
    - iii. Trades that interfere with a Flight Attendant’s training or vacation days.
9. Deadheading – Deadheading may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground deadhead.
- a. A Flight Attendant will not be required to wear her/his uniform on a Deadhead or ferry flight. A Flight Attendant ferrying or Deadheading into a live leg shall be required to wear the uniform if the ground time upon arrival provides less than two hours and thirty minutes (02:30) before departure of the live leg.
  - b. A Flight Attendant may request to deviate from a tail-end commercial Deadhead flight where the cost of the requested deviation flight and any additional fees associated with the deviation (e.g. change fee, cancellation fee, ground transportation) is equal to or less than the scheduled Deadhead flight. The written notification of the deviation request must be received by the Scheduling Department no less than three (3) days in advance of the scheduled Deadhead commercial flight. If the requested deviation causes the Flight Attendant to be in travel status on a Scheduled Day Off when the original Deadhead commercial flight would not, the Flight Attendant shall not be entitled to a returned day off. Permission to deviate

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from a tail-end Deadhead in all other circumstances will be awarded at Company discretion and will not be unreasonably denied. Requests made less than three (3) days in advance will be considered and granted at Company discretion.

- c. Flight Attendants will provide the company their frequent flyer numbers issued by various commercial carriers to facilitate the booking of commercial Deadhead flights, including issuance of seat assignments, and ascertaining the appropriate checked baggage fee.
- d. When booking Deadhead flights on commercial carriers that offer pre-selected seat assignments the Company will attempt to secure preferred seat assignments in aisle or window seats.

### 10. Reserve Guidelines and Assignments

- a. A Flight Attendant on reserve must be able to be contacted at her/his designated telephone number. A Flight Attendant must confirm an assignment within fifteen minutes (00:15) from the time the call was made. A Flight Attendant will be released from reserve obligation once given an assignment unless operational necessity requires that she/he be retained on reserve. Reserve Flight Attendants must be able to report, at their home airport, for duty within a period not less than three hours (3:00) from when the initial call was made by the Company.
- b. When contacting a Flight Attendant on reserve, the Company shall use the phone number designated as the primary contact number by the Flight Attendant for this purpose. If the Company is unable to reach a Flight Attendant on that number, the secondary contact number shall be used, if applicable. It is the responsibility of the Flight Attendant to maintain a current primary and secondary phone number on record with the Scheduling Department.
- c. A Reserve must be available for contact between the hours of 0800ET-2000ET for every day of reserve duty.
- d. A Reserve Flight Attendant shall contact Crew Scheduling via phone or email at least 24 hours prior to the start of a continuous reserve availability period.
- e. The Company will consider seniority, availability and time balancing in assigning reserve Flight Attendants.

### E. Junior Assignment and Extension

1. The Company may junior assign a Flight Attendant to work on her/his scheduled days off. This includes rescheduling a Flight Attendant downline to additional flying that may conflict with days off.
2. A Lineholder may not be junior assigned to be an on call reserve.

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3. Flight Attendants will be junior assigned in inverse seniority order, starting with the most junior legal and available Flight Attendant.
4. An extension is any flying, including deadhead added to the end of a trip. For operational reasons Flight Attendants may be extended to perform flying, including deadhead, that conflict with days off.

F. Notification of Schedule Changes

1. A Flight Attendant will be notified of change(s) to their schedule by a designated Company representative.
2. All telephone lines used for conversations between Flight Attendants and Crew Scheduling will be recorded. The recordings will be retained for ninety days (90) days from the date of the conversation unless the recording has been identified as part of an investigation or grievance. In these cases the recordings will be retained until the matter is resolved.

**Section 4 – Compensation and Benefits**

A. Hourly Rates of Pay

Flight Attendant compensation during the term of this Agreement shall be based on the following hourly pay scale for Bid Unit Guarantee hours:

<b>Year</b>	<b>DOS</b>	<b>DOS+1</b>	<b>DOS+2</b>	<b>DOS+3</b>	<b>DOS+4</b>	<b>DOS+5</b>
1	39.66	39.66	40.46	41.27	42.09	42.93
2	40.83	40.83	41.65	42.48	43.33	44.20
3	41.29	41.29	42.11	42.95	43.81	44.69
4	42.44	42.44	43.28	44.15	45.03	45.93
5	43.02	43.02	43.88	44.75	45.65	46.56
6	43.57	43.57	44.44	45.33	46.23	47.16
7	44.69	44.69	45.58	46.49	47.42	48.37
8	46.93	46.93	47.87	48.82	49.80	50.80
9	48.05	48.05	49.01	49.99	50.99	52.01
10						

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	49.39	49.39	50.38	51.39	52.41	53.46
11	51.59	51.59	52.62	53.67	54.75	55.84
12	53.79	53.79	54.87	55.96	57.08	58.22
13	55.99	55.99	57.11	58.25	59.42	60.61
14	58.19	58.19	59.35	60.54	61.75	62.99
15	59.29	59.29	60.48	61.69	62.92	64.18
16	60.48	60.48	61.69	62.92	64.18	65.46

### Signing Bonus

**The bonus will be paid on the first pay period of 2018 as follows:**

**1-3 years completed years of service-\$500**

**4 years or more completed years of service-\$1000**

**This payment will be paid to all Flight Attendants who are active on date of ratification and remain active on the date of this payment.**

### Changes in Hourly Rate of Pay

The pay scale for year one of this Agreement shall become effective at the start of the first payroll period following the Date of Signing (DOS). Each subsequent general increase shall be effective at the start of the payroll period following the DOS anniversary date that triggers the increase. In a month in which a Flight Attendant has a Longevity increase in her/his hourly rate, it shall be applicable at the beginning of the Bid Unit in which the increase occurs.

### B. Bid Unit Pay Guarantee

Bid Unit Guarantee (BUG) will be comprised of fifty-six hours (56:00).

### Pay Credit Hours

Flight Time: When a Flight Attendant works a flight Segment as an assigned member of the cabin crew ("Live Flight Duty"), she/he shall receive PCH for the scheduled Block Time or the actual Block Time for the flight Segment on a one-for-one (1:1) basis whichever is greater.

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Deadheading:

- a. Deadheading time on Company aircraft shall be computed on scheduled or actual Block Time, whichever is greater and credits on a one-for-two (1:2) basis
- b. Positioning time on an international flight segment on commercial aircraft shall be credited as established in the published bid lines
- c. Deadheading time via surface transportation (not local in nature) shall be credited on a one-for-two (1:2) basis based on the scheduled time in transit unless the Scheduling Department is notified of a delay. Deadhead credit shall not accrue for local travel (50 statute miles or less).

C. Calculation of a Flight Attendant's Pay

For each Bid Month, a Flight Attendant shall receive the greater of BUG or cumulative credited hours during the Bid Unit. Hours in excess of BUG will be paid at a rate of \$26.00 per hour.

D. Compensation in addition to Base Pay

1. Call Out or Hold Over on a Scheduled Day Off (Junior Assignment/Extension):  
A Flight Attendant who is called out or held over on a Scheduled Day Off shall be compensated as follows:
  - a. A Flight Attendant who performs flight duty and/or Deadhead Travel during the Scheduled Day(s) Off shall receive \$100.00 pay and be credited for hours derived from live flight duty and/or Deadhead in accordance with this Section.
  - b. A Flight Attendant who is called out or held over on a Scheduled Day(s) Off and does not perform any live flight duty or Deadhead Travel shall receive \$100.00 pay.
  - c. A Flight Attendant, not on a day off, who reports downline for his/her flight and does not work will be credited an additional one hour (1:00).
2. Aircraft Cleaning: Where a Flight Attendant is assigned by the Company to clean the aircraft cabin in the absence of ground cleaning, she/he shall receive a premium of fifty dollars (\$55.00) for fulfilling the assignment.
3. Duty During Delay/Enroute Stops/Post Arrival: When passengers remain onboard the aircraft and are unable to deplane for more than one hour (01:00), Flight Attendants will be credited at the applicable rate for the period of time spent on board with passengers.

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### E. Check Flight Attendant

A Check Flight Attendant will receive an additional ten dollars (\$10.00) per hour in addition to their regular rate for all time served completing the assigned duties of the position.

### F. Payroll Procedures

1. All compensation shall be calculated in United States dollars. Flight Attendants shall have their paychecks direct deposited. Earning statements will be made available on the Company's intranet.
2. Flight Attendant's will be paid every other Friday. Pay above guarantee will be paid every second pay date. Per diem and cabin cleaning will be payable according to the scheduled dates every scheduled payday.
3. At the Flight Attendant's request, a pay shortage of one hundred dollars (\$100) or more will be rectified by the Company within five (5) business days or less via direct deposit.

### G. Benefits

1. Flight Attendants will be eligible to participate in those benefit programs established company-wide for non-pilot employees on the terms and conditions established for Flight Attendants.
2. Such programs will not be discontinued or changed for Flight Attendants unless done so for other employees on a company-wide basis.
3. Upon request, the Company will meet with AFA representatives to discuss any changes to benefit programs.
4. Current programs offered by the Company include:
  - Medical
  - Dental
  - Vision
  - Life Insurance
  - Accidental Death and Dismemberment Insurance
  - Supplemental Life Insurance
  - Supplemental Health and Welfare Coverage
  - Personal Accident Insurance
  - Short Term Disability Insurance

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- Long Term Disability Insurance
- Flexible Spending Account
- 401(k) Plan

### Section 5 - Travel and Expenses

#### A. Per Diem

1. Per diem commences two hours (2:00) prior to an international departure and one hour (1:00) prior to a domestic departure from the Flight Attendant's Home Base and continues for all time away from base plus thirty minutes (0:30) after block in of the last flight (including time required to clear customs at the Flight Attendant's Home Base).
2. Per diem will be \$ 2.75 per hour for each hour or fraction thereof, or an amount equal to the Pilot's per diem, if greater.

#### B. Parking, Transportation and Other Expenses

Flight Attendants will be reimbursed for expenses such as airport parking, transportation and checked bags in accordance with Company policy.

#### C. Passports, Visas, and Required Inoculations

1. It is the responsibility of the Flight Attendant to maintain and carry a valid passport at all times.
2. Passports must be renewed so that they always have twelve (12) months of validity.
3. The Company will pay for visas, passport renewal costs and, if needed, expedited fees, subsequent to initial employment, necessary photographs and inoculations required of Flight Attendants. If practicable, the Company will obtain all necessary visas. Flight Attendants will submit expense reports detailing the above-mentioned fees accompanied by original receipts for prompt reimbursement.

#### D. Layover Transportation

The Company shall provide for work related transportation between airports and lodging facilities when such transportation is not provided by the lodging facility. The Company will make every effort to pre-arrange transportation; however, in the event it is not feasible to make these arrangements, on a case-by-case basis, the Company may authorize the Flight Attendants to utilize locally obtained transportation (e.g., taxi). The Company will reimburse Flight Attendants, with receipt, for the cost of such transportation.

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E. Hotel Accommodations

The Company will provide non-smoking, if available, single occupancy accommodations for all Flight Attendants in safe, clean, quiet hotels, with adequate eating facilities in the hotel or nearby. The Company is only responsible for room costs and room tax. It is recognized that some accommodations on military or other government trips may not meet the requirements outlined above due to availability or security (i.e., staying in military facilities). Flight Attendants will be provided accommodations in accordance to the standards outlined for pilots.

Upon request, the Company will meet with the AFA Hotel Chairperson to review any concerns about the suitability of crew lodging, crew meals or transportation.

F. Crew meals will be provided to Flight Attendants equal to the crew meals provided to pilots.

G. If airline or hotel points/mileage are earned while on a commercial flight or layover, they will be the property of the Flight Attendant.

H. If, in the discretion of the Company, a Flight Attendant is authorized to use personal transportation on a Company assignment, he/she will be reimbursed at the current IRS rate per mile up to a maximum of the most direct route between the point of departure and the point of destination, for long term parking fees and any toll charges actually incurred.

I. In accordance with Company policy, Flight Attendants will be reimbursed, upon submission of receipts, the normal and customary ancillary fees for no more than two checked bags.

**Section 6 - Vacations**

A. A Flight Attendant will be entitled to vacation based on active service with the Company in accordance with the following:

Completed Years of Service	Vacation Days Accrued per Bid Unit	Annual Accrual
0-4	1.08	14 days
5-14	1.62	21 days
15+	2.15	28 days

Vacation will be available upon completion of one year of Active Service as a Flight Attendant. This accumulation is to be utilized in the following calendar year and each calendar year thereafter. Earned vacation may not be carried over to the subsequent calendar year, absent approval of the Company.

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- B. Vacation days will be paid and credited at 2.0 hours per day. Vacation pay shall be computed at the Flight Attendant's hourly rate of pay in effect at the time the vacation is taken.
- C. A Flight Attendant will not be required to remain in contact with the Company while on a scheduled vacation.
- D. A Flight Attendant on vacation, at his/her option may pick up trip(s) that operate during his/her vacation. Trip(s) worked during a scheduled vacation will be paid above any guarantee than may be owed.
- E. On or before October 1st of each year, the Company will post the vacation bid packet for the ensuing calendar year. The primary vacation bid packet shall include:
  - 1. Weeks numbered 1 through 52 during the next calendar year
  - 2. Which of those weeks are available for vacation slots
  - 3. The number of vacation slots available during each available week
  - 4. The number of vacation days available to each Flight Attendant
  - 5. The dates that the primary and secondary vacation bids close
- F. Flight Attendants shall bid for vacation slots (periods of seven consecutive days of vacation identified in the bid packets) to be taken in the following calendar year.
- G. A Flight Attendant who has accumulated more than seven days may split his/her vacation once during each calendar year into primary and secondary vacation bids. The primary and secondary vacation slots during which Flight Attendants take their vacation shall be awarded during the respective primary and secondary award processes, in order of seniority.
- H. A Flight Attendant who fails to bid, or fails to bid sufficient choices, during the primary bid and thus is not awarded vacation will be allowed to rebid his/her vacation during the secondary vacation bid. A Flight Attendant who fails to bid, or fails to bid sufficient choices, during the secondary bid will be assigned a scheduled vacation at the time of the secondary vacation award.
- I. Vacations will begin 0001Z on the first vacation day and end after 2359Z on the last vacation day in the block.
- J. If approved by the Company, a Flight Attendant may trade his/her vacation with another Flight Attendant or with open vacation period(s).
- K. A Flight Attendant on family medical leave or medical leave at the time his/her vacation period is due to be taken will be converted to vacation status, after which he/she may resume

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such leave. A Flight Attendant may use part or all of his/her vacation to supplement his/her sick leave, medical leave or family medical leave of absence.

- L. A Flight Attendant who resigns, retires, is furloughed, terminated or deceased will be paid for all vacation accrued and unused in the current year, provided the Flight Attendant has completed one year of Active Service.
- M. If training slots are available, a Flight Attendant may elect to attend training while on vacation. Pay for training will be paid in addition to vacation pay.
- N. A Flight Attendant who is awarded or assigned a vacation period that conflicts with scheduled training will be given his/her choice of remaining open vacation periods or, if there are no open periods, his/her vacation may be moved to a mutually acceptable period.
- O. Vacation Postponement
  - 1. The Company will not cancel a Flight Attendant's vacation except for operational necessity. When a Flight Attendant's awarded vacation is cancelled by the Company, the Flight Attendant may, at her/his option, elect to:
    - a. Have the cancelled vacation rescheduled to an open vacation period(s) at her/his domicile or to an otherwise mutually-agreeable time; or
    - b. Be paid out the vacation.
  - 2. A Flight Attendant will notify the Company if an announced vacation cancellation may result in forfeiture of a non-refundable deposit and will use her/his best efforts to recover the deposit. The Company may also attempt recovery of the deposit. A Flight Attendant whose vacation is involuntarily canceled or postponed by the Company will be reimbursed for any deposit made in reliance on her/his awarded schedule, provided the deposit is not refundable. Receipts for such loss must be documented to the Company for reimbursement.

### **Section 7 - Training**

#### A. General

- 1. In the event a Flight Attendant fails to pass training, or fails to successfully complete any segment of the training, additional training without pay may be provided at the Company's sole discretion.
- 2. A Flight Attendant who does not demonstrate satisfactory performance during training may be discharged for cause.

#### B. Scheduling

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1. A Flight Attendant is required to attend recurrent training on his/her day(s) off as scheduled by the Company, unless prior arrangements have been made to move training days.
2. A Flight Attendant unable to attend training during his/her scheduled month due to a leave of absence, will coordinate his/her training with the Training Department. If the training required is to attend Initial Flight Attendant Training, she/he will be credited for actual hours in each day of training.
3. A Flight Attendant shall not be required to return while on vacation or leave of absence to attend training, except as may be required to resume duty following a leave, unless first agreed to by the Flight Attendant.
4. A Flight Attendant who attends training during a scheduled vacation will receive pay for the vacation days, in addition to pay for all training days completed during the vacation period.
5. Classroom training will not exceed ten (10) hours per day, excluding breaks.

### C. Compensation and Expenses

1. A Flight Attendant will be credited for actual hours for each day of classroom training.
2. The Company will schedule and provide transportation from the Flight Attendant's Home Base airport to attend training. A Flight Attendant will earn per diem for all time spent attending training including travel time. The Company will provide a single occupancy hotel room paid for by the Company.

### D. Check Flight Attendants

1. A Check Flight Attendant (CFA) is a Flight Attendant who is designated by the Company to perform Initial Operating Experiences (IOE), Check Rides, and other non-flying duties as assigned by the Company.
2. The primary objective of the Check Flight Attendant (CFA) is to ensure line standardization and compliance with regard to all Inflight Service policies and procedures, FAA and other applicable government regulations.
3. A Flight Attendant will have the opportunity to add a written response to any Check Ride evaluation placed in the personnel file.

## **Section 8 - Leaves of Absence and Sick Leave**

### A. Personal Leave of Absence

Upon written request, a non-probationary Flight Attendant may be granted an unpaid personal leave of absence at the discretion of the Company. A Flight Attendant returning from a personal leave will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.

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### B. Medical Leave of Absence

Upon written request and presentation of documentation from a medical professional, a Flight Attendant who is unable to perform her/his duties due to illness or injury and has exhausted her/his sick leave bank shall be granted an unpaid medical leave of absence for a period not to exceed twelve (12) months.

### C. Maternity Leave of Absence

A pregnant Flight Attendant will provide medical documentation containing her expected delivery date and certifying her ability to perform Flight Attendant duties no later than the 4<sup>th</sup> month of pregnancy, or immediately upon learning of the pregnancy if it becomes known after the 4<sup>th</sup> month. A pregnant Flight Attendant certified by her physician as unable to perform her duties will be granted an unpaid medical leave of absence in accordance with paragraph B., above. Such Flight Attendant will be eligible to receive accumulated sick leave on the same basis as any other illness.

### D. Family and Medical Leave

The Company will comply with the provisions of the Family and Medical Leave Act, as amended (FMLA). FML will run concurrent with any other leave, including sick leave, granted pursuant to this Agreement.

### E. Jury Duty

A Flight Attendant must inform the Company as soon as she/he receives a notice of jury duty from the court and must provide a copy of the summons. The Company may require that a Flight Attendant request to reschedule her/his jury service. A Flight Attendant will be granted leave for jury duty and will be pay protected for her/his BUG.

### F. Military Leave of Absence

Military Leave of Absence will be granted in accordance with applicable law.

### G. Worker's Compensation Leave of Absence

A Flight Attendant may request to use accrued paid sick leave and upon exhausting sick leave may also use earned vacation to cover the statutory waiting period and to supplement any applicable Workers' Compensation benefits. The combination of any Workers' Compensation payments and paid sick leave/vacation cannot exceed the Flight Attendant's normal weekly wages.

### H. Bereavement Leave of Absence

In the event of a death in the Flight Attendant's immediate family, she/he shall be granted leave for up to three (3) consecutive days of work and will be pay protected for her/his BUG. Immediate family will be as defined as Spouse, Parent or Step-Parent, Legal Guardian, Child or Step-Child, Brother or Sister, Grandparent or Parent or Legal Guardian of Spouse.

### I. Sick Leave of Absence

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A Flight Attendant in active service will accrue two (2) days of paid sick leave per bid unit up to twenty-six days (26) annually. Each sick day will have a pay value of two hours (2:00). The maximum accrual will be capped at ninety (90) days. The sick accrual bank will carry over.

The Company may require a Flight Attendant to provide a doctor's excuse for an incapacitating illness or injury from an accredited doctor, chiropractor, physician assistance or nurse practitioner when circumstances suggest abuse or misuse of a sick leave benefit has occurred.

### Section 9 - Medical Examinations

- A. If the Company questions a Flight Attendant's fitness for duty, the Company may require a Flight Attendant to submit to a medical examination by a Company designated medical examiner. The Flight Attendant shall be furnished a copy of the Company's medical examiner's report. The Company will pay the cost of such medical examination.
- B. A Flight Attendant who is deemed to be not fit for duty may, at her/his option, have a review of her/his case in the following manner:
  - 1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense.
  - 2. A copy of the findings of the medical examiner employed by the Flight Attendant will be furnished to the Company within ten (10) days following the receipt by the Flight Attendant of the report of the Company's medical examiner. In the event that such findings verify the findings of the medical examiner employed by the Company, or if the Flight Attendant fails to furnish the report to the Company within said time, no further review of the case will be afforded.
  - 3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Flight Attendant, ask that the two medical examiners agree upon and appoint as promptly as possible, but no later than fifteen (15) days, a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination. If the disinterested medical examiner determines that the Flight Attendant is fit for duty, the Flight Attendant shall be reinstated to active service and paid status.
  - 4. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's reports will be furnished to the Company and to the Flight Attendant.
- C. In the event that the Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described above, the provisions of Section 7 Leaves of Absence and Sick Leave, will be applicable from the date she/he is withheld from service.

## Section 10 - Seniority

### A. Seniority List

1. For the purposes of establishing the Flight Attendant System Seniority List, a Flight Attendant's seniority date will be the day she/he begins training. In the event that more than one (1) Flight Attendant begins training on the same day, they will be placed on the seniority list according to a lottery. If any individuals in the class are current Company employees, they will be senior to all other trainees within their class. If more than one trainee is a current Company employee, their respective seniority will be decided by lottery.
2. The System Seniority List will be updated after each new hire class and posted twice a year, January 1 and July 1.
3. Each Flight Attendant will be permitted a period of twenty-one (21) days after the posting of the System Seniority List in which to protest, in writing, to the Company an alleged omission or incorrect posting affecting her/his seniority. A Flight Attendant returning to work after a leave or furlough shall be given twenty-one (21) days upon her/his return to initiate a protest to the list. A Flight Attendant may not repeat a protest which was not resolved to her/his satisfaction.
4. The System Seniority List will include each Flight Attendant's name as it appears on her/his passport, seniority number, ID number, seniority date, and status (active or inactive).
5. Upon request, the Company will supply a copy of the updated System Seniority List to the Union.
6. A Flight Attendant who transfers into a non-bargaining unit position within the In-Flight Department will retain and accrue seniority and longevity during her/his continuous employment within the In-Flight Department or a department related to customer service provided she/he remains qualified to perform Flight Attendant duties. Temporary loss of qualification due to furlough or leave of absence will not affect the individual's seniority and longevity retention so long as the qualification is timely restored upon return to active duty.
7. A Flight Attendant who transfers to a non-bargaining unit position outside the In-flight Department will continue to retain and accrue seniority and longevity for twelve (12) months. Thereafter, she/he will retain but not accrue seniority.

### B. Seniority Forfeiture

1. A Flight Attendant will forfeit his/her System Seniority in the following circumstances:

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- a. Resigns or is terminated from employment;
- b. After one (1) year on medical leave of absence;
- c. After three (3) years on furlough status without recall.

C. Probation

A Flight Attendant will be on probation for the first 365 consecutive days of active service following completion of OE. Time spent on sick leave or other absence will extend the probationary period by a commensurate period.

**Section 11 - Furlough and Recall**

- A. The Company will notify the Union prior to announcing or implementing a furlough of Flight Attendants.
- B. The Company may offer unpaid Company Offered Leaves of Absence (COLAs) to mitigate the impact of required staffing reductions. Flight Attendants who are subject to involuntary furlough shall not be eligible for COLA.
- C. In the event of furlough, the Company shall determine the positions to be reduced. Flight Attendants subject to reduction will be furloughed in inverse order of seniority.
- D. The Company will provide twenty-one (21) days of notification of furlough or pay in lieu thereof, except in case of emergency, acts of God, national emergency, acts of terrorism, loss of business or the grounding of any of the Company's aircraft.
- E. A Flight Attendant on involuntary furlough will retain and accrue bid seniority for the duration of the furlough.
- F. A Flight Attendant on furlough will be paid out for her/his earned and unused vacation in the current year.
- G. A Flight Attendant who is receiving group health care benefits on the date of furlough will continue to be covered until the end of the month in which the furlough becomes effective.
- H. Flight Attendants will be recalled to service in seniority order.
- I. A furloughed Flight Attendant who fails to notify the Company of his/her intention to return with ten (10) days after receipt of notice of recall or who fails to return within

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twenty-one (21) calendar days after the notice was sent, will be considered to have declined recall and resigned from employment with the Company.

- J. A Flight Attendant on furlough will retain recall rights for a period equal to his/her length of service or five (5) years, whichever is less, and thereafter shall be discharged from employment.

## **Section 12 - Uniforms**

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- A. A Flight Attendant shall wear the complete regulation uniform while on duty and comply with all uniform and appearance guidelines required by the Company. The Flight Attendant is responsible for keeping the uniform clean, pressed, well-fitted and in good repair.
- B. If the Company requires changes to the style and/or color of the uniform, it shall pay the total cost of the required items for two (2) complete replacement uniforms. All uniform pieces purchased by Flight Attendants will be new, with tags.
- C. The Company may make optional uniform pieces available for purchase by Flight Attendants. Optional uniform pieces may include, among other items, women's pants, maternity dress and winter coat. Should the Company make any optional uniform piece a required item, the Company shall pay for the cost of that piece for each Flight Attendant.
- D. One pair of wings and one name tag will be supplied at no cost to the Flight Attendant. A Flight Attendant whose wings and/or name tag are damaged while at work will, upon presentation of the damaged wings and/or name tag, receive a replacement or repair at the Company's expense.
- E. Flight Attendants are permitted to carry up to four (4) normal-sized pieces of luggage that conform to the requirements of Company's policy. A Flight Attendant whose uniform/luggage is damaged or stolen while in the Company's possession will be reimbursed by the Company.
- F. New hire Flight Attendants are required to purchase two (2) sets of required uniforms pieces and may purchase additional or optional uniform pieces at any time.
- G. At each Flight Attendant's anniversary date, the Flight Attendant will receive two hundred-fifty dollars (\$250.00) that shall be used during the following year to purchase replacement uniform pieces and/or uniform accessories.
- H. Flight Attendants will be permitted to wear the official Union insignia (which shall not display any messaging) in the form of a pin or tie tack on a place visible on all Flight Attendant uniforms.
- I. A Flight Attendant may wear approved winter items, such as a hat, scarf or gloves while in uniform. Winter items may not be worn on the aircraft when passengers are onboard, except where needed due to cabin temperature issues.
- J. The Company will notify the Union of changes in the uniform policy and, upon request, will meet and discuss such changes with the Union.

**Section 13 - General**

- A. Personnel Files

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A personnel file will be maintained for each Flight Attendant. The Company will not place any disciplinary notice or statement that may be considered derogatory in the personnel file without providing a copy to the affected Flight Attendant. Upon reasonable request, a Flight Attendant may inspect, and receive a copy at his/her expense, of the personnel file and training record.

### B. Equal Employment Opportunity Clause

It is mutually understood and agreed that the Collective Bargaining Agreement and terms and conditions thereof apply equally to all Flight Attendants in accordance with applicable federal and state laws. The Company will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or protected veteran status.

### C. Publication of Agreement

The Company and the Union will bear the equally the cost of providing copies of this Agreement for distribution to the Flight Attendants. The Company will be responsible for the publication of the Agreement and will bill the Union for its share once printing is complete.

### D. Flight Attendants will have their paychecks direct deposited.

### E. Savings Clause

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.

### F. Management Rights

1. The Company retains the sole and exclusive right to operate, control and manage its business and exercise all traditional management rights, powers, or authorities it had prior to signing this Collective Bargaining Agreement, except those specifically modified by this Agreement. Included by way of description and not by way of limitation are rights to: direct the working force and determine its size and composition; maintain order and efficiency; hire, transfer, demote and promote employees and discipline, suspend, and discharge them for cause; assign work to employees; extend, maintain, curtail or terminate its operations in whole or part; determine the nature and extent of services to be rendered; determine the business concerns with whom it will deal and the customers it wishes to serve; establish and enforce quality standards for its services and employees; determine and change methods, processes, and techniques of operation; determine the number and starting of duty periods and determine when vacancies shall be filled; establish and modify

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reasonable rules and regulations and require observance thereof and engage in any activity not otherwise specifically prohibited by the terms of this Agreement.

2. It is entirely within the discretion of the Company to unilaterally change, eliminate, and/or modify any term and condition of employment not specifically provided for in this Agreement, during the term of this Agreement and/or upon expiration of the duration of this Agreement.
- G. The Union, including its directors, officers, representatives and agents, will not engage in, promote, or cause any strike or work stoppage at the Company, including but not limited to sympathy strikes or recognition of picket lines at the Company, and the Union will not otherwise support picket lines established at the Company, or cause any other organized job action.

### H. Union Business

1. The Company will grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with the International Office of the Union. A Flight Attendant on such a Union Leave will be paid directly by the Union and will not be covered by the flight pay loss provisions below. The Flight Attendant will retain and accrue seniority and longevity.
2. When a Flight Attendant drops day(s), trip(s) or is scheduled for a preplanned absence because of Union business, she/he will receive full pay and credit for the dropped trip(s), day(s) or for each of the day(s) of preplanned absence. She/he will also accrue seniority, longevity and all benefits, including sick and vacation accruals as if she/he had performed the duty from which she/he was released for Union business. Requests for time off for Union business may be denied due to operational necessity. If such leave is denied, the Company will provide notice to the Union of the reason(s) for the denial. However, if meetings are known in advance of bidding AFA representatives will attempt to bid around the event to avoid the need to drop any trips.
3. The Company will invoice the Union for flight pay loss and all related fringe benefit costs for trips dropped for each day(s) of preplanned absence and trip/day drop(s) for Union business. The Union will remit payment to the Company within thirty (30) days of receiving the invoice.
4. The Company will provide AFA International Office and the MECF the following information, in electronic format:

All Flight Attendants who have separate from the Company

All Flight Attendants on leave of absence, including off payroll dates and return to work dates

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A new hire list that includes date of graduation

Address reports including contact numbers and email addresses

Seniority list when updated

If, for example, there is only one change to the list above an email to AFA with that change will suffice. If there are no changes from the previous month an email stating “no changes” will meet the requirements.

5. The Company will recognize the committees designated by AFA and agree to meet, upon request, with the committee designees and consider recommendations relating to matters affecting Flight Attendants.

### I. Hostage Benefits

Flight Attendants who, while acting within the scope of their employment, are hijacked, interned, captured, held as prisoner or hostage will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and benefits will remain in effect for eligible dependents.

### J. Drug and Alcohol Testing

1. Flight Attendants will be subject to all testing for illicit drugs and alcohol as required by the country within which they are performing their duties or any customer, government department or agency on behalf of which they are performing their duties, or as required by Company policy or Department of Transportation (DOT) regulations.
2. If the Flight Attendant is required to travel off-site for a drug or alcohol test the reasonable expenses incurred by the Flight Attendant will be reimbursed.
3. Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program if on a leave approved by the Company. The Flight Attendant may use accrued sick leave and vacation while obtaining treatment and applicable insurance coverages will continue as provided for the Company’s group health plan(s).

### K. Immediate Release from Duty

A Flight Attendant who is injured in the line of duty and unable to perform flight duties or who is involved in an aircraft accident will be relieved from duty. Such Flight Attendant will be given a deadhead flight transportation to his/her home as soon as is possible, if the Flight Attendant is medically able to travel.

- L. Paid trip removal and travel will be provided to an ATI Flight Attendant designated by the MEC President to provide EAP support following an aircraft incident/accident as defined by the NTSB, which impacts the Flight Attendants.

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M. The Company may refer crew conflict issues not involving safety to the Professional Standards component of the AFA EAP. The Chief Flight Attendant will meet with the MEC EAP Chairperson upon request.

N. Safety and Health

1. The AFA Safety Chairperson may offer recommendations with respect to matters concerning the safety of Flight Attendants, equipment and passengers.
2. Air Transport International (ATI) is committed to ensure a safe and secure work environment in our workplace and the safe operation of our airline.
3. In the event of a bomb threat while the aircraft is on the ground, Flight Attendants will not be required to search for bombs or other suspicious or potentially dangerous items, or remain on board during such search.
4. Upon request, the Company will provide the MEC Safety Chairperson with copies of injury reports and safety-related reports filed by Flight Attendants.
5. The Company will notify the MEC President of accidents or serious incidents involving a Company aircraft with a Flight Attendant onboard, defined as follows:
  - a. Aircraft Accident- an occurrence that causes damage to a Company aircraft with a Flight Attendant onboard in which there is a death or serious injury or in which the aircraft receives significant damage.
  - b. Serious injury to a Flight Attendant
  - c. Death onboard
  - d. Inflight fire
  - e. Assault or crew interference
  - f. Aircraft decompression

**Section 14 - Investigations, Grievances and Arbitration**

A. Investigations

1. In the event the Company conducts an investigation that could result in a Flight Attendant losing pay or being discharged, the Flight Attendant shall be afforded an opportunity to

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present information on her/his behalf before a final determination is made. The Flight Attendant will have the right to secure representation, normally via teleconference, from either a Union representative or a fellow ATI Flight Attendant as long as this does not cause a significant delay in the proceedings.

2. A Flight Attendant may be removed from duty without pay pending a disciplinary investigation. If, as a result of the investigation, the Flight Attendant is exonerated, the Flight Attendant will be made whole for lost pay.
3. The Company will not discipline or discharge Flight Attendants without just cause.
4. The Company will provide the Flight Attendant with written notice of discipline or discharge, including a short, concise statement of the reason(s) therefore.
5. A Flight Attendant who is disciplined or discharged may appeal the decision by filing a written grievance. A Flight Attendant who has not completed the probationary period is not entitled to appeal any matter related to discipline or discharge.

### B. Grievances

1. A grievance is a dispute between a Flight Attendant(s) and the Company over the proper interpretation or application of this Agreement. Grievances may be filed by individual Flight Attendants, the MEC President acting on behalf of a group of Flight Attendants, or the Company.
2. Prior to filing a grievance, the Flight Attendant or MEC President will discuss the matter with the Company's designee in an effort to resolve the dispute.
3. Grievances must be reduced to writing and served on the other party within twenty (20) days from the time the grieving party became aware or reasonably should have become aware of the circumstances giving rise to the dispute.
4. The Company and Union shall meet to discuss any grievance submitted on a mutually agreeable date, which shall be no later than twenty (20) days following the service of the grievance.
5. Within twenty (20) days following the completion of the hearing, the party responding to the grievance will issue a decision in writing with a copy to the MECP or designee.
6. If the decision is not satisfactory, it may be appealed to the System Board of Adjustment no later than twenty (20) calendar days following receipt of the decision.

### C. Arbitration

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1. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby establish a System Board of Adjustment (“System Board”) for the purpose of adjusting disputes arising under the terms of this Agreement.
2. The System Board will be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral arbitrator who will be selected by: (a) mutual agreement; or (b) alternate strike from a panel of seven arbitrators provided by the National Mediation Board.
3. The System Board will consider disputes over the interpretation or application of this Agreement not resolved through the grievance process.
4. The System Board’s jurisdiction will not extend to proposed changes in rates of pay, hours of service or working conditions.
5. Unless the Company and the Union agree upon a combination of grievances to be presented to the System Board, each grievance will be presented as a separate case.
6. System Board hearings will take place in the city where the general offices of the Company are located or another site agreeable to the Company and the Union.
7. Flight Attendants who are necessary participants at a System Board hearing will be released from duty, when necessary, in order to attend the hearing, so long as such release will not unreasonably interfere with the operations of the Company.
8. The reasonable expenses and reasonable compensation of the Chairperson will be borne equally by the Company and the Union. The Company and the Union will also equally share the cost of the hearing meeting room. Each of the parties will assume the compensation, travel expense and other expenses of the System Board member selected by it, witnesses called by it, and its participants at the hearing.
9. When it is mutually agreed that a stenographic report of a System Board hearing is to be taken, the cost will be borne equally by the Company and the Union. Any transcript made by either of the parties shall be furnished to the other party upon request, provided that the cost of such transcript shall be borne equally by the parties.
10. A majority vote of the members of the System Board shall be competent to reach a decision, which shall be final and binding.

**D. General**

1. All time limits in this Section may be extended, orally or in writing, by mutual agreement of the Company and the Union. Oral agreements must be made prior to the expiration of the time limit to be extended and will be confirmed in writing as soon as practicable.
2. If a grievance is not filed, or the Company’s decision following a hearing is not appealed, within the time limits prescribed in this Section, the decision of the Company will become final and binding. If the Company fails to hold a hearing or issue a decision

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within the prescribed time limits, the grievance will be considered denied and will automatically be advanced to the System Board.

3. Upon ratification of this Agreement, the parties designated representatives will meet and confer to select a panel of seven (7) neutrals. Both parties are free to replace any or all of its choices on the panel at any time as long as there no cases scheduled to be heard by the neutral to be replaced.

**Section 15 - Union Security and Dues Check Off**

- A. Each Flight Attendant who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of continued employment to pay to the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual dues and periodic assessments, including MEC assessments.
- B. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation or reinstatement fee, or to any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C. If a Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of her/his membership dues or service charge, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the designated representative of the Company that she/he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant and that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- D. If, upon the expiration of the thirty (30) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the designated Company representative, copy to the Flight Attendant that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company shall discharge such Flight Attendant from the service of the Company.
- E. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.
- F. Payroll Deduction
  1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union, membership dues or service charge, and any back-membership dues, service

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charge or assessment uniformly required by the Union, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Dues and Service Charge", also to be known as a Dues/Service Charge Check Off Form, shall be prepared and furnished by the Union.

2. When a member of the Union properly executes such Dues/Service Charge Check Off Form, the Treasurer of the Union shall forward an original copy to the designated Company representative. Any Dues/Service Charge Check Off Form which is incomplete, or improperly executed, will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the designated Company representative, with a copy to the Union. Dues/Service Charge Check Off Form and notices received by the Company will be stamp dated on the date received and not when mailed.
3. When a Dues/Service Charge Check Off Form, as specified herein, is received by the designated Company representative on or before the first day of the month, the dues deduction will begin with the first payday of the following month, and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union a Company check for payment of all dues collected on a given payday, on or as soon after payday as possible, but in no event later than five (5) business days after payday. The Company remittance of the Union membership dues to the Union will be accompanied by electronic listing of names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made. The list shall be transmitted electronically in a format that is selectable, editable, and in export-friendly file type.
4. No deduction of the Union dues/service charge will be made from the wages of any Flight Attendant who has executed a Dues/Service Charge Check Off Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay for a period longer than thirty (30) days. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment provisions of this Section and of the Railway Labor Act, as amended.
5. A Flight Attendant may revoke her/his Dues/Service Charge Check Off Form with thirty (30) days written notice of such revocation directed to the designated Company representative. Such revocation will be valid notwithstanding any provisions to the contrary set forth in the standard Dues/Service Charge Check Off Form provided by the Union.
6. The Company shall only make the monthly dues/back dues owed/service charge deductions provided by the Union. It shall be the responsibility of the Union to

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notify the designated Company representative of the amount of such dues/service charge and any changes thereto at least thirty (30) days prior to the effective date.

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

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

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF DUES**

**TO:**

I, \_\_\_\_\_ hereby authorize ATI to deduct from my earnings once each month the standard monthly membership dues, assessments required by the Association of Flight Attendants Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Union, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This Agreement and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the Agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Local Executive Council.

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

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

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

Classification Seniority Date \_\_\_\_\_

Domicile \_\_\_\_\_

Date of First Deduction \_\_\_\_\_

**Note: This form may be used by non-members for monthly service charge deductions.**

Please print name and address below:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP \_\_\_\_\_

Please complete and return to: Association of Flight Attendants-CWA  
501 Third Street NW  
Washington DC 20001  
ATTN: AFA Membership Department

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**Section 16 - Effective Date and Duration**

This Agreement shall become effective <Month> <Date>, 2017 and shall continue in full force and effect through <Month> <Date>, 2023, and thereafter until either party serves notice of intended change in accordance with Section 6, Title I of the Railway Labor Act, as amended; provided, however it is expressly and mutually agreed that in no event may such proposals for intended change be submitted or served by either party at any time prior to 365 days before the amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.