

# **Tentative Agreement**

## **Cathay Pacific Airways Ltd. (U.S.-based Cabin Crew) and AFA-CWA**

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## **Section 1**

### **Recognition, Scope and Successorship**

#### **A. Recognition**

In accordance with Certification Number R-7473 by the National Mediation Board, dated January 27, 2017, the Company recognizes the Association of Flight Attendants-CWA, AFL-CIO as the exclusive bargaining representative of the U.S. based cabin crew employed by the Company, for the purposes of the Railway Labor Act, as amended.

#### **B. Scope**

1. "Revenue Flying" includes all U.S.-based cabin crew flying on the Company's aircraft, whether leased, owned, or under the Company's operational control. Except as otherwise provided in this Agreement, all Revenue Flying performed by U.S.-based cabin crew will be flown in accordance with the provisions of this Agreement.
2. Notwithstanding paragraph B.1., above, the Company may contract out Revenue Flying or employ temporary employees to perform Revenue Flying if:
  - a. The Company does not have sufficient aircraft or qualified cabin crew available to perform the flying that is being contracted out, and
  - b. Cabin crew are not displaced as a result of such contracting out of Revenue Flying.

#### **C. Successorship**

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

#### **D. 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 in accordance with paragraph 2, below.
2. If a mutually agreed upon arbitrator cannot be selected within five (5) business days of the submission to the System Board an arbitrator will be selected pursuant to Section 2.B.2, following the submission to the System Board of Adjustment and the decision shall be issued no later than thirty days after close of the record. The time limits set forth in this paragraph may be extended only by written agreement of the Company and the Union.

## **Section 2 Merger Protection**

### **A. Merger Protection**

In the event of a merger of airline operations between the Company and another certified air carrier that affects the contractual rights of the cabin crew on the Cathay Pacific Airways U.S. Cabin Crew List, provisions will be made for fair and equitable integration of date of joining and/or seniority lists in accordance with the McCaskill-Bond Amendment, 49 U.S.C. 42112, which codified Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (Allegheny-Mohawk LPPs) into federal law. If the other airline's cabin crew (flight attendants) are represented by the AFA-CWA, the date of joining and/or seniority lists will be integrated pursuant to the AFA-CWA merger policy.

Prior to agreement over integration of date of joining and/or seniority lists, the terms and conditions of this Agreement shall continue to apply to the employees whose names appear on the Company's cabin crew list.

### **B. Dispute Resolution Procedure**

1. Pursuant to Section 13 of the Allegheny-Mohawk LPPs, in the event any grievance alleging a violation of this Section cannot be resolved by the parties within 20 days after the controversy arises, either party may refer the matter to the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. Expedited hearings and decisions will be expected, and the arbitrator will render a decision within 90 days, unless both parties agree to extend that time limit in writing.
2. If a mutually agreed-upon arbitrator cannot be selected within five (5) business days of the submission to the System Board of Adjustment, an arbitrator will be selected by the parties from a panel of seven names furnished by the National Mediation Board pursuant to the process set forth in Section 12.B.3. The salary and expenses of the arbitrator shall be borne equally by the carrier and the Union.

### **Section 3 Savings**

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

In the event of any invalidation, either party may, upon thirty (30) days' notice request negotiations for modification or amendment of the Agreement and negotiations shall commence within (30) days from the receipt of said notice.

## **Section 4 Management Rights**

Employees covered by this Agreement will be governed by all rules, regulations and orders of the Company which are not in direct conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains full and complete right and power to exercise its authority to manage the operations of its business. Such management authority includes, but is not limited to:

- the right to hire, assign, direct, promote, classify, transfer, layoff and recall cabin crew;
- the right to suspend, demote, discharge or otherwise discipline non-probationary crew for just cause;
- the right to determine qualifications for initial employment and promotions;
- the right to establish, amend, suspend or revoke rules, regulations and procedures, including, but not limited to, rules and regulations regarding employee conduct, safety, appearance, customer service, security, Company property and personnel, and Operations Manuals;
- the right to establish rules of conduct and standards of performance; the right to operate and manage its affairs in as efficient and economic a manner as it sees fit;
- the right to plan, direct, and control its operations, including the nature and kind of businesses to be conducted by the Company, the services to be rendered and the method by which such services shall be rendered, the kinds and locations of equipment and facilities used to provide services, the type of customer service to be provided, the materials and goods used, and the methods, processes and techniques of work;
- the right to determine the size, location, scheduling, and composition of the cabin crew workforce, including, without limitation, the schedules of flying operations, the number and locations of flights, the number of personnel to be employed, the number of personnel and classifications on any given flight, and the number of hours to be worked;
- the right to determine where to perform all or any part of its operations, including the right to change the location of the Company's bases and facilities, the flying to be done from each, and the location of work within the bases and facilities; the right to study and institute changes in jobs, job content or job assignments; and
- the right to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

## **Section 5**

### **Missing, Internment and Hostage**

- A. If a cabin crew, engaged in the course of duties for the Company, is interned, captured or held as a prisoner or hostage as a result of hostile action by a third party, she/he shall continue to be paid her/his contractual pay and benefits until she/he is released or until his/her death. In the event the cabin crew disappears or otherwise goes missing, the Company will continue to provide the following pay and benefits; minimum monthly guaranteed salary, pension contributions, medical benefits that the employee is enrolled in and Life Insurance cover until death is established, or for a period of two (2) years, whichever occurs sooner.
1. Such compensation shall be in lieu of any other compensation to which she/he might otherwise be entitled under this Agreement.
  2. The Company may offset from the amount paid herein any compensation that is received by the cabin crew as a result of the hostile action pursuant to any law, Workers' Compensation policy, or otherwise.
  3. Payment to the cabin crew of her/his regular monthly minimum guarantee for the period during which she/he is captured, or held as a prisoner or hostage shall be paid through the established method used by the Company to pay cabin crew that is in effect at that time.
- B. The cabin crew shall retain their date of joining throughout her/his absence due any of the above-specified period held, shall be considered a period of active service with the Company for the purpose of pay increases, annual leave accrual and sick leave accrual. The Company will continue paying contributions to insurance and retirement funds that were in effect prior to such absence, and deductions will continue to be made from the employee's paycheck as they were prior to the absence. All insurance and pass through benefits will remain in effect for eligible dependents. Spouse/domestic partner/dependent pass travel and all other benefits accorded those individuals will be continued.

## **Section 6 Domestic Partner Recognition**

To the extent permitted by applicable local, airport, state or federal laws, benefits available to spouses and/or dependents of employees will be made available to domestic partners and/or dependents thereof.

Domestic partners are same-sex and different-sex couples registered with any state or local government agency authorized to perform such registrations.

Domestic partners are required to provide the Company a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration.

For those employees residing in a jurisdiction that does not register domestic partnerships, the Company agrees to accept an affidavit of domestic partnership signed by both partners and notarized in the jurisdiction of their residence that will attest that they are at least 18 years old, that they have been living together and intend to continue to do so permanently, that they are not so closely related by blood as to bar marriage in that jurisdiction, and that they are not married to or a domestic partner of anyone else.

## **Section 7 Health and Safety**

Cathay Pacific Airways has a longstanding commitment to provide every employee with a safe working environment. Cabin crew who are injured at work must complete an Inflight Injury form and notify base management immediately.

Each U.S.-based cabin crew must successfully complete Annual Safety Refresher Training and other qualification training as determined by the company in accordance with Civil Aviation Department of Hong Kong (HKCAD) requirements.

The Corporate Group Safety and Operational Risk Management (GSORM) department maintains the Safety policy and the Quality policy – operations.

The Company maintains an Alcohol and Other Drugs (AOD) Policy which is outlined in the Employee Handbook, United States of America, Cabin Crew Edition.

The Company maintains a Cabin Crew Alcohol and Drug Assistance Policy as outlined in the California and New York Supplementals to the Cabin Crew Employee Handbook.

The company acknowledges cabin crew's right to access the AFA EAP and FADAP program(s) as an alternative source of assistance to cabin crew.

## **Section 8 Employee Assistance Program (EAP)**

All U.S.-based cabin crew and their dependents including spouses and domestic partners and/or children of U.S.-based cabin crew are eligible to receive professional advice and information with personal and work-related problems through Cathay Pacific's Employee Assistance Program (EAP) at no cost to the cabin crew.

The Company acknowledges cabin crew's right to access the AFA EAP and FADAP program(s) as an alternative source of assistance to cabin crew.

## **Section 9 Non Discrimination**

The company and the union agree that they will comply with all applicable state and federal laws which prohibit discrimination. For further information regarding the company's non-discrimination policy, refer to the Cathay Pacific Employee Handbook, United States of America, Cabin Crew Edition.

## **Section 10 Leisure Travel**

Cathay Pacific Airways offer leisure travel privileges as per the Cathay Leisure Travel Policy.

This policy is a global policy and can be found on the Company intranet that all employees have access to.

## **Section 11 Grievance Procedure**

### **A. General**

Unless otherwise provided in this Agreement, a cabin crew, or the Union on behalf of a cabin crew, may file a grievance concerning any dispute:

1. Arising out of the interpretation or application of any of the provisions of this Agreement; or
2. To dispute discipline or discharge that the cabin crew believes was imposed without just cause.

### **B. Investigations – Discipline and Discharge**

1. Investigatory Meetings
  - a. Except for probationary crew, a cabin crew will not be disciplined or discharged without just cause and without previously being afforded a meeting before Base Management, provided that the cabin crew has made herself/himself available for the meeting.
  - b. The cabin crew will be notified of the time and place of the meeting and the nature of the matter to be discussed. When a cabin crew is required to attend an investigatory meeting, the cabin crew shall be entitled to Union representation.
  - c. If a Union representative is not reasonably available the investigatory meeting will be rescheduled to a time when a union representative can be available. This meeting must be rescheduled to be held within 14 days. If a cabin crew declines Union representation, the cabin crew may request the presence of another available Cathay Pacific U.S.-based cabin crew during the investigatory meeting. The Company may deny the presence of a particular cabin crew(s) pursuant to this paragraph if that cabin crew is involved in any manner in the incident under investigation. Upon agreement of the parties, the cabin crew may be permitted to attend an investigatory meeting via telephone conference.
2. Nothing herein will prevent the Company from holding a cabin crew out of service with pay during an investigation.
3. When a cabin crew is alleged to have engaged in misconduct, the Company will furnish her/him with a written statement of the precise charge(s) against her/him.

4. A notice of discipline or discharge will be delivered to the cabin crew and the Union by any of the following methods: hand-delivery in person; v-file or e-mail (in either case, emailed concurrently to the Union); regular U.S. mail; U.S. certified mail/return receipt requested; or express delivery (e.g., DHL, UPS, Fed.Ex, USPS, etc.).

### **C. The Grievance Process**

1. Discipline and Discharge
  - a. To be considered timely, a grievance challenging an action of discipline or discharge will be in writing, signed by the affected cabin crew or the Union representative and must be submitted to the Base Management no later than 14 calendar days following the date upon which the cabin crew receives written notice of the discipline or discharge.
  - b. Grievances must be submitted to the Base Management and will be deemed filed upon date of receipt. Hand-delivered grievances shall be acknowledged by signature of Base Management. Electronic filing is also accepted.
  - c. Failure of the Company to respond to a grievance within the specified time limits constitutes a granting of the grievance.
  - d. An investigation and hearing will be held by Base Management no later than 30 calendar days following the cabin crew's submittal of the grievance to Base Management. Such hearing will not be conducted by the same person who initiated the disciplinary action, or by anyone subordinate to that person.
  - e. The parties may agree to hold a Hearing for the purposes of hearing multiple grievances (i.e., "consolidated Hearing"). If that is the case, then the 30 calendar day time period above may be extended, by stipulation, for the grievances to be heard during the consolidated Hearing.
  - f. Upon agreement of the parties, Hearings may be held telephonically.
  - g. Within 14 calendar days following the date of the Hearing, the Company will issue a decision in writing to the affected cabin crew and the Union. For group grievances or consolidated Hearings, the Company will issue a decision in writing to the Union within 30 calendar days following the hearing date.
  - h. The decision of the Company may be appealed to the System Board of Adjustment in accordance with Section 12 "System Board of Adjustment" within 14 calendar days of receipt of the Company's written decision provided pursuant to Section 1.g. above.

- i. A cabin crew disciplined or discharged during her/his probationary period may not dispute or challenge such discipline or discharge through the grievance procedure.

## 2. Contractual Grievances

- a. The Union may file a grievance concerning any action of the Company the union alleges violates the terms of this Agreement. Prior to filing such a grievance the Union should discuss the matter with Base Management in an effort to resolve the matter.
- b. Contractual Grievances will be in writing, signed by a Union representative and will state in reasonable detail the facts upon which the claim is based, identifying the specific provisions of the Agreement claimed to have been violated and the relief sought. The grievance must be submitted to Base Management within 30 calendar days from the time the Union knew or reasonably should have known of the event(s) giving rise to the grievance, whichever is earlier. Electronic filing is also accepted.
- c. An investigation and hearing will be held by Base Management no later than 30 calendar days following the Union's request.
- d. The parties may agree to hold a Hearing for the purposes of hearing multiple grievances (i.e., "consolidated Hearing"). If that is the case, then the 30 calendar day time period above may be extended for the grievances to be heard during the consolidated Hearing.
- e. Upon agreement of the parties, Hearings may be held telephonically.
- f. Within 14 calendar days following the date of the Hearing, the Company will issue a decision in writing to the Union. For group grievances or consolidated Hearings, the Company will issue a decision in writing within 30 calendar days following the hearing date.
- g. The decision of the Company may be appealed to the System Board of Adjustment in accordance with Section 12 "System Board of Adjustment" within 14 calendar days of receipt of the Company's written decision provided pursuant to Section 2.f. above.

### **D. Grievance Review Meetings**

The Company and Union will schedule meetings regularly to review grievances pending at the System Board level in an effort to resolve as many grievances as possible. Both Company and Union will be represented by individuals with full authority to approve binding settlement agreements. Rejected offers of settlement and all settlement discussions made by the Company or Union and all other case evaluation(s) and discussion(s) will be without prejudice to either party and will be inadmissible in any System Board of Adjustment hearings. The parties may mutually agree to bypass this step in the grievance process.

## **E. Time Limits & Submissions**

1. Any time limits set forth in this Section for holding a grievance hearing may be extended by mutual agreement.
2. If the Company fails to render a decision within the time limits set forth in this Section, unless extended by mutual written agreement by the parties, the Union may advance the grievance to the next level in the Grievance process.

## **Section 12 System Board of Adjustment**

### **A. Establishment**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Agreement, and which are properly submitted to it as set forth in Section 12, which Board will be known as the "Cathay Pacific U.S.-based Cabin Crew System Board of Adjustment."

### **B. Membership**

1. The Board will be comprised of a Company Board Member, a Union Board Member, and a single neutral member (i.e., the Chairperson).
2. Each Board member will be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the Union may be affected by action taken in good faith in her/his capacity as a Board member. Board members who are employees of the Company will be granted time off to attend the hearing and subsequent executive session(s).
3. The parties will attempt to agree on a neutral arbitrator from a panel to be provided by the National Mediation Board (NMB) from its list of arbitrators. Should the parties be unable to agree, they will request a list of seven arbitrators from the NMB, and they will select a neutral from that list by using the alternate strike method, with the union exercising the first strike option.
4. Notwithstanding the foregoing, the parties may at any time agree to select a neutral who is not a member of its standing panel to sit as the Chairperson of the System Board of Adjustment.

### **C. Jurisdiction**

1. The Board will have jurisdiction over any grievance between any cabin crew and the Company, or the Union and the Company, growing out of grievances or out of interpretation of any of the terms of this Agreement; provided, however, that the jurisdiction of the Board will not extend to changes in hours of employment, rates of compensation or working conditions. The Board will consider any grievances properly submitted to it by the Union or the Company when such grievances have been previously submitted to, but not settled, in accordance with the grievances procedure provided for in this Agreement. Questions of arbitrability will be decided by the Arbitrator.
2. Each grievance presented to the Board will be treated as a separate case, unless the parties mutually agree otherwise.
3. Appeals to the Board will be made in writing with a copy of the grievance attached, and will contain the following:

- a. A statement of facts;
- b. The question(s) at issue;
- c. The position of the appealing party;
- d. The understood position of the other party;
- e. Specific provisions of the Agreement alleged to have been violated; and
- f. The remedy sought by the appealing party.

**D. Documents, Witnesses, Evidence and Representation**

1. The Union will designate its representative and the Company will designate its representative. Evidence may be presented either orally, in writing, or both.
2. Upon stipulation witnesses may testify telephonically, provided that the party, whose witness(s) will testify telephonically, has notified the other party prior to the hearing date.
3. The number of witnesses summoned at any time will not be greater than the number which can be spared from the Company's operation without interference with the services of the Company.
4. Unless the parties mutually agree otherwise, a stenographic report is to be taken.

**E. Executive Session**

Following the hearing, or at any time prior to the issuance of a final decision in the matter, upon the request of any member of the Board, the members of the Board will convene in executive session.

**F. Location of Board Hearings**

Board hearings will be held at a location agreed to by the parties on a case by case basis.

**G. Expenses – Arbitrator/Witnesses/Hearing**

1. The parties will each pay the cost and expenses of their own attorneys and/or advocates, witnesses and Board Members.
2. Unless otherwise provided in this Agreement, all fees and expenses of the neutral arbitrator and those related to the conduct of the hearing will be borne equally by the Company and the Union (e.g., hearing room rental, neutral arbitrator fees and travel expenses, court reporter, transcript, etc.).
3. The grievant (whether an employee of the Company or not), employee witnesses, employee board members, and representatives who are employees of the Company will be provided roundtrip positive space transportation on the lines of the Company from their point of duty or

assignment, if applicable, to the location at which they must appear as witness or representatives.

4. Should a hearing before the Board be postponed or canceled without mutual consent of the Company and the Union, the party postponing or cancelling will bear any and all expenses incurred by the neutral arbitrator and those related to the postponement or cancellation of the hearing (e.g., neutral arbitrator cancellation fee and travel expenses, hearing room rental, etc.).

## **Section 13 Probation**

- A. All cabin crew will have a six (6) month probation period commencing from the first day after successfully completing Induction training.
- B. The Company may, in its sole discretion, extend a cabin crew's probation and shall notify the cabin crew in writing of the reason for and length of such extension.
- C. During the probationary period, the Company shall have the right to discharge or discipline any cabin crew without cause and without a hearing, and such action shall not give rise to any contractual grievance right and Probationary cabin crew shall not have access to the Grievance or System Board of Adjustment Procedure.

## **Section 14 Training**

- A. The Company establishes and maintains requirements for cabin crew training including safety and regulatory (consistent with Hong Kong CAD Regulations), customer service, and category or promotion training as outlined in the Inflight Services Policy & Procedures Manual A.
- B. Training dates will be included in the cabin crews' roster, with minimum legal crew rest following the last rostered duty and prior to any other duty. Minimum legal rest periods will be determined by the Civil Aviation Department of Hong Kong (CAD) and adhered to by the Company.
- C. PX to or from Hong Kong for training will be considered as duty travel and will be in accordance with Company policies related to priority for such duty travel.
- D. Payment for classroom/CBT training will be compensated on an hour for hour basis at the cabin crew's applicable level of ground pay.
- E. The Company shall schedule training not to exceed nine (9) hours per day, including breaks and meal periods.
- F. A cabin crew is required to satisfactorily complete all required training to successfully complete a training event. A cabin crew who fails to attend or fails to successfully complete a training event will be followed up in accordance with Company policy. Consistent with current Company policy, in the event of a test failure, crew will be given an opportunity to retest.
- G. Cabin crew with training that includes a computer based training (CBT) module shall, whenever possible, have system access at least thirty (30) days prior to the due date for completing the module.
- H. Nothing in this Section shall apply to induction training.
- I. A cabin crew will not be required to return from annual leave or leave of absence to attend any required training.
- J. Cabin crew required to PX to and/or from training shall be compensated their full flying rate as if they operated the flight.
- K. A cabin crew required to attend training in Hong Kong shall be provided with single occupancy hotel accommodation and allowances consistent with Company policy.

**Section 15**  
**Agency Shop and Dues Checkoff (and Form)**

- A. Subject to the pertinent provisions of the Railway Labor Act, as amended, it is agreed that, as a condition of continued employment, all cabin crew presently in the employ of Cathay Pacific Airways Ltd – U.S. Branch (the “Company”), shall be required, within sixty (60) days after the effective date of this Agreement, or sixty (60) days following the beginning of such employment or as provided in the Union’s Constitution, whichever is later, to be required to either (1) become a member of the Association or, (2) choose to become a Non-Member. If the cabin crew chooses to be a Non-Member, she/he shall pay a monthly service charge in accordance with applicable law. The Company agrees to deduct from the wages of each cabin crew an amount equal to the International Union’s regular and usual monthly dues and periodic assessments. The monthly dues, service charge, or periodic assessment will be deducted from the cabin crew’s wages in accordance with clause D.1. Union dues and service charges may change from time to time, and the Company agrees to deduct the changed amount from the cabin crew’s wages after receiving written notice thereof from the Union.
- B. If any cabin crew covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charge or membership dues, the Union will notify such employee by Mail, Return Receipt Requested, copy to the Cabin Crew Base Manager, that she or he is delinquent in the payment of such service charge or membership dues and is subject to discharge as cabin crew from the Company. Such letter will also notify the cabin crew that she/he must remit the required payment within a period of fifteen (15) days or be discharged.
- C. If, upon the expiration of the fifteen (15) day period, the cabin crew remains delinquent the Union will certify in writing to the Cabin Crew Base Manager copy to the cabin crew, that the cabin crew has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Cabin Crew Base Manager will thereupon take proper steps to discharge such cabin crew from the service of the Company.
- D. A grievance by a cabin crew who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:
1. A cabin crew who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification of discharge by the Cabin Crew Base Manager above. The request must be submitted to the Cabin Crew Base Manager who will review the grievance and render her/his decision in writing not later than five (5) days following receipt of the grievance. The Cabin Crew Base Manager will forward her/his decision to the cabin crew, with a copy to the Union. Said decision will be final and binding on all interested parties unless appealed. If the decision is not satisfactory to either the cabin crew or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. If the parties fail to agree upon a neutral referee within the specified period, either the Company or the Union may request the National Mediation Board (NMB) to name such neutral referee. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne by the

Union/cabin crew.

- E. During the period a grievance is being handled under the provisions of this Section, and until final award by the Cabin Crew Base Manager or the neutral referee, the cabin crew will not be discharged from the Company nor lose any seniority rights solely because of noncompliance with the terms and provisions of this Section:
1. A cabin crew discharged by the Company under the provisions of this paragraph will be deemed to have been “discharged for cause.”
  2. The Company will not be liable for any time or wage claims of any cabin crew discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.
  3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

#### **F. Dues or Service Charge and Periodic Assessments**

1. During the life of this Agreement, the Company will deduct from the pay of each cabin crew covered by this Agreement and remit to the Union dues for Members or a service charge for Non-members, and periodic assessments as applicable.
  - a. The monthly dues or service charge will be deducted in two (2) equal payments from the first two pay checks that the cabin crew receives every month after the Company’s receipt of the Service Charge and/or Dues Form, in accordance with paragraph 3.
  - b. The Company will not be required to deduct monthly membership dues or service charges or periodic assessments unless the Company has received a Service Charge and/or Dues Form and has not received a notice of revocation. Probationary cabin crew are not charged dues or service fees as provided for in the Union’s Constitution during the Company’s probationary period.
  - c. The parties acknowledge when cabin crew return from any type of leave without pay monthly deductions will resume pursuant to the terms of the originally filed Service Charge and/or Dues Form. Leave does not constitute a basis for complete revocation of a Service Charge and/or Dues Form.

2. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the cabin crew and delivered by Mail, Return Receipt Requested, addressed to the International Secretary/Treasurer. The International Secretary/Treasurer will process the revocation and notify the Company within sixty (60) days of receipt. Such revocation will not relieve a cabin crew covered by this Agreement of the obligation to remit any and/or all required payments to the Union by alternate means. Service Charge and/or Dues Forms and notices received by the Company will be dated on the date received.
3. When a Service Charge and/or Dues Form is received by the Cabin Crew Base Manager on or before the 20th day of the month, deductions will commence 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, via electronic funds transfer, dues or service charges and/or initiation fees collected in payment on a given payday within ten (10) business days. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges, and periodic assessments to the Union will be accompanied by an editable electronic list showing names, payroll numbers and amounts deducted for cabin crew for whom deductions have been made in that particular period.
4. If the Company experiences problems with the payroll deduction of union dues, service fees, or periodic assessments, the Company and the Union through the International Secretary Treasurer's office will mutually agree on a course of action to resolve the problem. The affected cabin crew will be informed of the resolution at least five (5) business days before the first paycheck affected by the resolution.
5. Suspension or Termination of Service Fees or Dues Deductions
  - a. No deduction of dues or service charges will be required of any cabin crew who has been transferred to a job not covered by this Agreement, or who is on leave without pay. Upon return to work as a cabin crew, whether by transfer or termination of leave without pay, deductions will be automatically resumed, provided the cabin crew has not revoked the assignment in accordance with the appropriate provisions of this Section and of the Railway Labor Act, as amended.
  - b. A cabin crew who has executed a Service Charge or Dues Form and who resigns or is otherwise terminated from the employ of the Company, will be deemed to have automatically revoked her/his assignment. If the cabin crew is re-employed by the Company as a cabin crew, deductions will commence upon execution and receipt of a new Service Charge and/or Dues Form.

6. Separate and apart from all deductions for service charges, dues, or periodic assessments referenced herein, the Company will also 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 service charge, dues, or periodic assessment arrearages obligation and to pay such amount directly to the designated officer as determined by the International Secretary-Treasurer of the Union.
  
7. Deductions of membership dues or service charges will be made in the first two paychecks of each month provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the cabin crew or required by law have been satisfied. In the event of termination of the cabin crew's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which her/his last day of work occurs.

**ASSOCIATION OF FLIGHT ATTENDANTS  AFL-CIO  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF  
ASSOCIATION DUES and/or FEES**

TO: CATHAY PACIFIC AIRWAYS LTD.

I, \_\_\_\_\_, hereby authorize and direct CATHAY PACIFIC AIRWAYS LTD. to deduct from my earnings once each month \$\_\_\_\_\_, the standard monthly membership Union 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 Association of Flight Attendants-CWA, subject to all the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining agreement. This assignment 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.

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

Employee Reference Number: \_\_\_\_\_

Base: \_\_\_\_\_

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, AFL-CIO  
501 Third Street, N.W., Washington DC 20001-2797  
ATTN: AFA-CWA Membership Department

**\*\*Dues, contributions or gifts to the Association of Flight Attendants-CWA are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants-CWA, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.**

## **Section 16 Union Activities**

### **A. Union Information**

1. The Company will provide a bulletin board marked “Association of Flight Attendants – CWA” at each base office in an area reasonably accessible to cabin crew.
2. The Union may provide a bulletin book(s) for miscellaneous union material marked “Union” at each base office.
3. The Company will provide the Union with a lockable mailbox marked “Union” at each base office for the purpose of allowing cabin crew to deposit written communications to the Union.
4. The MEC/LEC President or authorized designee at each base office shall be allowed use of Company cabin crew mailboxes for distribution of official Union material.

### **B. New Hire Orientation**

1. A Union representative will be allotted 30 minutes with each new hire cabin crew class for the purpose of Union Orientation. Such meeting will be held at either the pre-employment briefing or at a post training meeting at the US base. The Union will coordinate the date and time of this orientation with the Company. The Company agrees to furnish a list of new hires, including email and telephonic contact information to the Union at least 30 days prior to the union’s 30 minute new hire class meeting. A minimum of two Union officers or designee will be rostered off to attend the Union Orientation.

### **C. Cabin Crew Information**

1. Once each quarter the Company agrees to provide the MEC President an electronic list of cabin crew transfers; leaves of absence exceeding 60 days; resignations; terminations; and changes in names, addresses, telephone numbers, or e-mail addresses.

### **D. Union Business Time Off and Flight Pay Loss**

1. MEC and LEC officers shall be rostered offline for purposes of conducting Union business.

Subject to the operational requirements, the Company will allow cabin crew designated by the Union to request time off for the purpose of conducting Union business. All union business time off requests will be directed from the MEC President or designee to the USA base management team. All approved union business time off requests will be rostered as union days with a roster code MUU.

2. Cabin crew time off requests for Union business will receive pay for the applicable hours spent on union duties, as advised by the MEC. They will also accrue all benefits as though they had performed the duty coded as union days.
3. The Company will make every effort to invoice the Union on a monthly basis for time off per Paragraph D.2 above and the Union will remit payment to the Company within thirty (30) days of receiving the invoice. Invoices will be directed to the Union's Accounting Department, 501 Third Street, NW, Washington, DC 20001 and marked "Attention to Accounts Payable".
4. At the request of the MEC President, cabin crew shall be afforded duty travel transportation in accordance with Company policy without cost over the routes of the Company when on Company requested Union business to the extent permitted by law.

#### **E. Political Action Committee (PAC) Contributions**

1. The Company will provide payroll deductions for cabin crews' political contributions to either or both of the Union's CWA COPE PCC or the Company's PAC.
2. The Union's plan, known as CWA COPE PCC (CWA Committee on Political Education, Political Contribution Committee), will be administered by the Union. The Company's responsibilities are to withhold from the second paycheck of each month the amount authorized by the cabin crew. The Company shall remit that amount to the Union within thirty (30) days.

## **Section 17 General**

### **A. Orders in Writing**

All orders to cabin crews involving a change in base, annual leave awards and leaves of absence shall be stated in writing. The Company may use electronic means of communication for such communications when available, unless otherwise provided for in this Agreement.

### **B. Personnel File**

1. One personnel file shall be maintained for each cabin crew. Except as provided in applicable law, the personnel file will contain all documents affecting a cabin crew's employment relationship with the Company, except for training, confidential medical files, and attendance records.
2. Upon request a cabin crew may inspect her/his personnel file and attendance record and receive a copy of the contents of therein. Following the termination of a cabin crew, a Union representative who is a Cathay Pacific cabin crew, and has written authorization from the terminated cabin crew, may also make an appointment to review that cabin crew's personnel file or attendance records. The cabin crew or Union representative may be charged for such copies.
3. A cabin crew will be notified at the time any critical or unfavorable material is placed in her/his file, and, upon request, will be given a copy. The cabin crew may provide written comments to such critical or unfavorable material within ten (10) days of receiving notice of the material and such comments will become part of her/his permanent record.
4. Disciplinary letters and derogatory information will not be considered after twenty-four (24) months from date of issuance if no other discipline of a similar nature has been issued.

### **C. Company Issued Equipment**

All electronic tablets issued to cabin crew will be the responsibility of the crew to whom it is issued. Consistent with current Company policy, in the event of loss or damage to an issued electronic tablet the Company will issue a replacement one time at no cost to the cabin crew. Subsequent replacements will be charged to the cabin crew responsible for damage or loss; replacement value shall be calculated on a two-year depreciation schedule based upon original purchase price.

#### **D. Collective Bargaining Agreement Printing**

The Union Printing Department will print the Agreement and will provide copies of the completed Agreement for all cabin crew. The Union will provide the Company with fifty (50) copies of the Agreement. The Parties will share equally the costs of printing and distributing copies of this Agreement. Any subsequent side letters will be posted electronically and will be accessible to all cabin crew. The Company will provide to all new hires a copy of this Agreement prior to employment.

#### **E. Base Closure Transfers**

United States crew domiciled in the affected base(s) may transfer to any U.S. base remaining open subject to available vacant positions at that base. Such transfer(s) will be awarded based upon earliest to latest date of joining (as a cabin crew at a U.S. base) within each respective cabin crew category.

## **Section 18 Compensation**

### **A. Payment Rates**

1. Schedule A, Schedule B, and Schedule C from each U.S.-base are appended to this section and are incorporated herein by reference. Payment rates therein shall be increased by:
  - i. 2.75 % retroactive to January 1, 2019
  - ii. 2.8% effective January 1, 2020
  - iii. 3% effective January 1, 2021
2. Schedule C payment rates shall be terminated upon ratification of this Agreement and all cabin crew compensated pursuant to Schedule C shall be progressed to Schedule B, at which time Schedule C will be terminated.
3. On the ratification of this Agreement cabin crew compensated pursuant to Schedule A and Schedule B will receive, in the second payroll, a one-time signing bonus of US\$300. This signing bonus is taxable and does not form part of any calculation for discretionary or severance payments or, included for 401K contributions.
4. Both Introductory Flying rates and Ground Pay rates shall be paid at no less than the prevailing minimum hourly wage in each base. The minimum hourly wage rate shall be the greater of either state, municipal, city, or port authority minimum wage rates and shall increase automatically upon implementation of increased minimum wage rates.

### **B. 401K Salary Savings Plan**

1. The Company shall maintain the Cathay Pacific Airways Limited Salary Savings Plan (401K plan), which U.S-based cabin crew shall be eligible to participate in according to the current rules, as published.
2. In addition to the above published contributions available to cabin crew the Company shall make further Employer contributions of 4% of gross wages into the same Company plan for all eligible US-based cabin crew. The Employee is not required to match this additional 4% contribution. These additional contributions would cease should there be a change in regulations that mean cabin crew would begin contributions to Federal Insurance Contributions Act (*FICA*).
3. The contributions stated in paragraph 2 above, will be effective when all administrative functions related to amending the Cathay Pacific Airways Limited Salary Savings Plan have been undertaken.
4. The additional 4% Employer contribution for the period January 1, 2019 until the amended contributions are in place will be paid out in the form of a taxable lump sum payment together in the second payroll after the plan implementation. This lump sum payment will not form any part of salary in respect of discretionary

payment or severance payment calculations or, are included for 401K contributions.

5. Contribution matching matrix (upon amended plan implementation):

1. 4% Employer contributions (no Employee matching contributions required) and, 2. Up to 6% Employer contributions when matched by Employee contributions		
Employee Contribution	Employer Contribution	Total
0%	4%	4%
1%	4%	5%
2%	4%	6%
3%	4%	7%
4%	4%	8%
5%	5%	10%
6%	6%	12%
7%	7%	14%
8%	8%	16%
9%	9%	18%
10%	10%	20%
11%	10%	21%
12%	10%	22%
13%	10%	23%
14%	10%	24%
15%	10%	25%
16%	10%	26%
17%	10%	27%
18%	10%	28%
19%	10%	29%
20%	10%	30%
21% to 90%	10%	31% - 100%

*\*subject to IRS limits which may change from time to time*

**C. Monthly Minimum Guarantee**

The 70 hour monthly minimum guarantee shall be compensated at the crew member's applicable Band I Flying Rate.

**D. Base Closure/Severance Pay**

In the event of any base closure in the United States the crew domiciled in the affected base will be compensated at four (4) days of pay for every year of service up to a maximum of ten (10) years. Years of service shall be calculated from date of joining as a US-based cabin crew to date of base closure. The rate of pay shall be calculated based upon an average of the prior twelve (12) months' pay, excluding any discretionary payments made.

## **Section 19 Rostering**

### **A. Introduction**

The Company and the US-based cabin crew are governed by the requirements of the Company's Approved Flight Time Limitations Scheme (AFTLS) which is approved, varied and interpreted by the Hong Kong Civil Aviation Department (HKCAD).

The parties agree the Company will manage schedules and rosters to meet the requirements of the AFTLS, the airline's operational requirements and to meet efficiency and productivity goals which are required to ensure sustainable profitability in compliance with the terms of this agreement.

In the event of changes to the AFTLS, the corresponding item in this agreement will change as required. Such changes, if any, will be advised to the Union prior to implementation.

### **B. Scheduling and Roster Publication**

- 1 Flight Operations in Hong Kong are responsible for producing cabin crew rosters. Rosters are constructed meeting the regulations as outlined in AFTLS which is determined by the CAD. These regulations are available on the Company intranet.
- 2 Guaranteed Day Off (GDO). Cabin crew shall be granted three GDO's per month: cabin crew may request specific days each month up to a maximum of three GDO's per month, either consecutively or three stand-alone GDO's. Once rostered G-Days will not be moved or rescheduled except with the consent of the cabin crew.
- 3 Preferential Guaranteed Day (PG). Cabin crew may request three PG's per calendar year. Once rostered PG's will not be moved or rescheduled except with the consent of the cabin crew.
- 4 Rosters include but are not limited to: flying duties, special events, reserve duties, annual leave, training including regulatory and otherwise.
5. Rosters are currently produced on a fair share basis and published to the cabin crew monthly.
6. The current date, which is subject to change by the Company, is to publish rosters on the 16th of every month (HK Time).

### **C. Flight Duty Period (FDP)**

Flight Duty Period subject to AFTLS 7.1.28.2 to 7.1.28.5

In any Scheduled Sector of 10 hours or more cabin crew will have a break from all In-Flight Duties of at least one hour which need not be continuous.

For further regulations related to Flight Duty Period please refer to AFTLS 7.1.28.2 to 7.1.28.5.

## Flights – Other (Non AFTLS)

1. If a flight is delayed and subsequently cancelled or rescheduled after sign on, cabin crew will receive a minimum of 4 hours of ground duty pay, or the period from sign on until released from duty, whichever is greater.

## **D. Reserve Duties**

Reserve Duty subject to AFTLS 7.1.28.6

1. The time of start and finish and nature of reserve duty will be defined and notified to cabin crew members by the Company.
2. The reporting time resulting from a callout from a Reserve duty will allow a minimum period of 45 minutes for the cabin crew member to prepare to leave the suitable accommodation, and travelling time.
3. The maximum duration of any reserve duty will be 12 hours.
4. During a period of reserve duty, a cabin crew member may be called out for a duty that starts later than the end of the reserve duty, if there is less than 10 hours between the time of notification and the reporting time for the duty then the maximum time from the start of the schedules reserve duty to the end of the FDP will be 23 hours.
5. When a cabin crew member undertakes a reserve duty on immediate readiness at an airport, then the maximum allowable FDP is calculated using the start time of the reserve duty, and the FDP will start at the start time of the reserve duty.

For further regulations related to Reserve Duty please refer to AFTLS 7.1.28.6 (F to H).

## Reserve Duty – Other (Non AFTLS)

1. Ordinarily reserve duties are four (4) to five (5) hours in duration.
2. Cabin crew called from reserve for a duty with less than 135 minutes are paid from the sign on time of the pattern operated.

## **E. Normal Rest Periods**

Rest periods subject to AFTLS 7.1.28.7

1. When the local difference between the places where the preceding duty period started and finished is less than 6 hours, the minimum rest period which must be provided following the end of that duty period and the commencement of the next FDP will be:
  - a. At least as long as the preceding duty period, or
  - b. 12 hours

whichever is the greater.

In the case where the minimum rest period is 12 hours and suitable accommodation is provided by the Company, then that minimum rest

period may be 11 hours. In such circumstances if the travelling time is more than 30 minutes each way then the minimum rest period must be increased by the amount the total travelling time exceeds one hour. The room allocated the cabin crew member must be available for his occupation for a minimum of 10 hours This note does not apply to minimum rest periods that exceed 12 hours.

- c. If the preceding duty period exceeded 18 hours then the rest period must include a local night.
2. When the local time difference between the places where the preceding Duty Period started and finished is 6 hours or more the Minimum Rest Period which must be provided following the end of that Duty Period and the commencement of the next FDP will be determined as follows:
    - a. Where the rest starts within 72 hours after the start of the duty period that resulted in the cabin crew member becoming unacclimatised, the rest period will be:
      - i At least as long as the preceding Duty Period or
      - ii A period sufficient to allow a sleep opportunity within the period 22:00 to 08:00 Home Base Local time
      - iii 14 hours

Whichever is the greater

For further regulations related to Rest Periods please refer to AFTLS 7.1.28.7 (C to E).

## **F. Duty Hour Limitations**

Duty Hour Limitations subject to AFTLS 7.1.28.8

The maximum duty hours for cabin crew calculated on cabin crew members' base local time are laid out in AFTLS (section 7.1.28.8) and will not exceed:

- a. 60 hours in any consecutive 7 days, but may be increased to 65 hours when a rostered duty covering a series of duty periods, once commenced, is subject to unforeseen delays, and
- b. In addition the 7 day, 60 and 65 hour limits may be further exceeded by a maximum of 10 hours, to 70 and 75. The 60 and 65 hour limits may be further exceeded to 70 and 75 hours respectively, provided that this 10 hours exceedance is used solely for the purpose of Positioning a cabin crew member back to her/his home base prior to commencing Days Off, and
- c. 105 hours in any period of 14 consecutive days
- d. 210 hours in any period of 28 consecutive days

For further regulations related to Duty Hour Limitations, please refer to AFTLS 7.1.28.8 (C to D)

## **G. Days Off**

Days Off subject to AFTLS 7.1.28.9

1. In the context of cabin crew “Days Off” means periods free of all duties. A single day off will comprise a minimum period of 34 consecutive hours and will include two local nights. Consecutive days off will include a further local night for each additional consecutive day off. A rest period may form part of a day off.
2. Cabin crew:
  - a. Will not be scheduled for duty on more than 6 consecutive days between days off, however subject to the agreement of the cabin crew member, this may be extended to 7 consecutive days; and
  - b. May be positioned to their home base on the 7<sup>th</sup> day (8<sup>th</sup> day if the duty is extended to 7 days) provided they are then allocated at least two consecutive days off, and
  - c. Will have two consecutive days off in any 14 consecutive days following the previous two consecutive days off, and
  - d. Will have a minimum of 7 days off in any period of consecutive 28 days and
  - e. Will have an average of at least 8 days off in each period of consecutive 28 days, averaged over three such periods.
3. Cabin Crew completing a Duty Cycle of length 120 hours or more that contained a maximum local time difference from Home Base local time of more than 6 hours will be scheduled for not less than two consecutive Days Off.
4. On return to Home Base after a ULRO Duty Cycle the Cabin Crew member will be Scheduled for not less than 4 Days Off.

## **H. Records to be Maintained**

Records to be Maintained subject to AFTLS 7.1.28.10

- a) Records for the Duty and Rest Periods of all cabin crew members must be kept. These records will include:
  - i. For each cabin crew member, the beginning, end and duration of each Duty Period or Flight Duty Period, and function performed during the period, duration of each Rest Period prior to a flight Duty or Reserve Duty period, dates of days off and cumulative totals of Duty.
- b) Records will be preserved for at least 12 calendar months from the date of the last relevant entry.

## **I. Commander’s Discretion - Extension of FDP**

Commander’s Discretion - Extension of FDP subject to AFTLS 7.2.1

- a) This provision is to cover unforeseen circumstances, which occur during operations. It is not intended for use in regular practice, cannot

be Scheduled and will only apply once the crew member has commenced a rostered FDP.

- b) In the case of Service Disruption, the aircraft Commander may decide, or the Company may request the aircraft Commander, to implement the provisions of the Section in order to extend a FDP beyond the maximum allowable FDP normally permitted.

For further regulations related to Commander's Discretion - Extension of FDP, please refer to AFTLS 7.2.1.3 to 7.2.1.9.

## **J. Commander's Discretion - Reduction of Rest Period**

Commander's Discretion - Reduction of Rest Period subject to AFTLS 7.2.2

- a) This provision is to cover unforeseen circumstances which occur during operations. It is not intended for use in regular practice, cannot be Scheduled and will only apply once the crew member has commenced a rostered FDP.
- b) In the case of Service Disruption, the aircraft Commander may decide, or the Company may request the aircraft Commander, to implement the provisions of this Section in order to reduce a Rest Period.

For further regulations related to Commander's Discretion - Reduction of Rest Period, please refer to AFTLS 7.2.2.3 to 7.2.2.11.

## **K. Cabin Crew Responsibility**

### **1. Duty Report and End Time**

- a. The reporting time resulting from a call out from a Reserve duty will allow a minimum period of 45 minutes for the cabin crew to prepare. Cabin crew must report for duty no later than 135 minutes at the place as designated by the Company.
- b. Cabin crew must report for duty at the time and place as determined by the Company and any changes will be notified in advance. Current report times are:
  - Operating cabin crew: eighty (80) minutes prior to scheduled time of departure at home port and sixty (60) minutes prior to scheduled time of departure at outport (if full team flying) or eighty (80) minutes prior to scheduled time of departure at outport if mixed crew flying.
  - PX cabin crew: eighty (80) minutes prior to scheduled time of departure at home port and sixty (60) minutes prior to scheduled time of departure at outport.
  - Report time for training and other duties will be as advised.

### **2. Contactability whilst on Reserve**

- a. In order to ensure an efficient operation that protects the interests of the Company, cabin crew are responsible for ensuring they are contactable at all times while on Reserve duty. Providing the Company with an operating mobile phone number or other number and being contactable on that mobile phone or other number during reserve assignments satisfies this requirement.
- b. The responsibility for a listed mobile phone's ability, or other number to receive and accept incoming calls rests completely with the cabin crew.

### 3. Roster Changes

Roster changes will take place when cabin crew report sick, and at times for operational and ad hoc reasons. Flight Operations has the final authority on roster changes.

## Section 20 Annual Leave

Cabin crew are eligible to accrue and take periods of Annual Leave per calendar year as follows.

<b>Category</b>	<i>Days per Year</i>
Inflight Service Manager (ISM)	35
Senior Purser (SP)	28
Flight Purser (FP)	28
Bar & Cabin Flight Attendant (BC) > 3 years	28
Bar & Cabin Flight Attendant (BC) < 3 years	21

If a cabin crew operates a flight duty which reports on the following holidays, they will be compensated at 1.5 times for the relevant sector:

- New Year's Day
- Independence Day (4<sup>th</sup> July)
- Thanksgiving Day
- Christmas Day

Annual Leave must be taken in periods of at least seven days, unless otherwise approved by the Company.

For periods of service that are less than one calendar year, Annual Leave entitlements will be calculated on a pro rata basis according to the number of full calendar months worked by the cabin crew during the calendar year.

Where the Annual Leave entitlement of a cabin crew is increased during a calendar year as a result of promotion, the additional Annual Leave due to the cabin crew will be calculated on a pro rata basis according to the number of full calendar months worked by the cabin crew in her/his new position during the calendar year of the promotion.

Cabin crew may request that the Company advance them Annual Leave days to use before they have accrued them, which the Company may grant at its sole discretion, subject to the cabin crew's execution of an agreement to reimburse the Company for any advanced days in the event the cabin crew resigns from her/his employment with the Company prior to accruing leave sufficient to cover the advanced days. In the event cabin crew uses advance Annual Leave and then subsequently resigns from her/his employment with the Company, the amount of advanced time will be deducted from the final paycheck upon execution of proper authorization and consistent with applicable law.

Annual Leave will not accrue while an employee is on a leave of absence or off work for any reason for more than fifteen (15) days (excluding purely Annual Leave days) in any thirty-day period.

For the first year of employment Annual Leave is not earned until six (6) full months of employment have been completed. To the extent permitted by law, an employee whose

employment terminates prior to the completion of six (6) months of employment will not be entitled to any Annual Leave pay.

## **Section 21**

### **Medical Examinations**

- A.** The Civil Aviation Department of Hong Kong (HKCAD) requires that cabin crew are in good general health and are free from any physical or mental illness which might lead to incapacitation or inability to perform cabin crew duties. As an operator the Company must ensure that cabin crew remain medically fit to discharge their duties.
- B.** Per the Air Operator's Certificates, CAD, Part One, the final authority on fitness for duty rests with a medical practitioner registered in Hong Kong who is a CAD Approved Aviation Medical Assessor (AMA).
- C.** When there is a doubt about a cabin crew's fitness for duty the Group Medical Department (GMD) will collect medical reports from the cabin crew's attending doctors and specialists for review and discussion with the Company Designated AMA for review before the recommendation for clearance can be given.
- D.** If further information or tests are needed before the crew can be cleared for duty, GMD will share the requirements with the cabin crew and the crew will be responsible to obtain the necessary examinations and return reports back to GMD for further review and discussion with the Company Designated AMA.
- E.** It may be necessary for the cabin crew to undergo a medical evaluation with a Company Designated Doctor (CDD). The Company will pay the cost of such medical examination that is not covered by the cabin crew's medical insurance. The cabin crew will not be responsible for any cost related to use of medical insurance for the examination, such as copay or deductible. The medical evaluation reports from the CDD would then again be presented to the Company Designated AMA for final clearance.
- F.** The cabin crew shall be furnished a copy of the CDD report and/or Company Designated AMA's recommendation as requested by the cabin crew.
- G.** A cabin crew who disagrees with the outcome of the Company Designated AMA review may at her/his option, have a review of her/his case in the following manner:
  - 1. The cabin crew may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a medical examination or review for the same purpose as the medical review made by the Company Designated AMA. Such medical examiner must be qualified per paragraph B of this section.
  - 2. A copy of the findings of the medical examiner employed by the cabin crew will be furnished to the Company within thirty (30) days following the receipt by the cabin crew. In the event that such findings verify the findings of the Company Designated AMA or if the cabin crew 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 cabin crew are timely filed with the Company and they disagree with the findings of the Company Designated AMA, the Company will, at the written request of the cabin crew, 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 independent medical examiner, for the purpose of making a further review. Such medical examiner must be qualified per paragraph B of this section.
    - i. The independent medical examiner will then promptly make a further review of the cabin crew's case and it will be settled on the basis of these findings. If the independent medical examiner determines that the cabin crew was fit for duty at the time that the Company Designated AMA

determined otherwise, the cabin crew shall be compensated for any loss of pay during the time she/he was withheld from service.

- ii. The expense of employing the independent medical examiner will be borne by the cabin crew. Copies of such medical examiner's reports will be furnished to the Company and to the cabin crew.
- H.** The Company will furnish transportation to a cabin crew member who travels to Hong Kong for a medical review specified in this section, including Paragraph G.1. and G.3. above.
- I.** In the event that the cabin crew is determined to be unfit to perform cabin crew duties as a consequence of the procedures described above, the provisions of Section 23, Sick Leave and Section 22, Leaves of Absence, if relevant, will be applicable from the date she/he is withheld from service.

## **Section 22 Leave of Absence**

### **A. Personal Leave**

Upon written request, a non-probationary cabin crew may be granted a personal leave of absence at the discretion of the Company. The Company may request verification of the reason and duration of personal leave at any time.

### **B. Medical Leave**

1. Upon written request and presentation of Company specified documentation from a qualified medical doctor, a cabin crew who is unable to perform her/his duties due to illness or injury may be granted a medical leave of absence for a period not to exceed 12 months.

2. The Company retains the right to require a medical examination by a Company Designated Doctor (CDD) and to invoke the provisions of Section 21, Medical Examinations, of this Agreement, in which event the provisions will be binding.

3. Such leave will constitute leave under the federal FMLA and related state leave statutes.

4. In no case will a medical leave of absence exceed a total continuous period of one year unless extended by consent of the Company.

5. When a cabin crew on sick leave submits a request for a medical leave of absence, the Company will back date the medical leave of absence to the date the cabin crew went on sick leave for that medical condition.

4. Cabin crew may use accrued sick leave and upon exhausting sick leave may use earned vacation to cover any unpaid portion of a medical leave.

5. A cabin crew on a medical leave of absence may apply for disability benefits subject to the plan rules.

6. Upon return from extended Medical Leave cabin crew will not be entitled to any further family or medical leave until such time as they qualify for FMLA.

7. Failure of a cabin crew to return to active duty at the end of any medical leave of absence or extension thereof will be deemed a voluntary termination of employment.

### **C. Maternity Leave**

A cabin crew who is pregnant shall upon notification to the Company be provided an unpaid Maternity Leave for the duration of the pregnancy until qualification for PDL.

Cabin crew will receive leave in accordance with statutory requirements including Pregnancy Disability Leave (PDL) and Family Medical Leave (FML) as applicable.

#### **D. Paternity/Adoption Leave**

Following the birth or adoption of a child, a cabin crew may take a Paternity or Adoption Leave in accordance with statutory requirements, including FML as applicable.

#### **E. Family and Medical Leave (FML)**

A cabin crew is entitled to take family and medical leave in accordance with the provisions of applicable US federal and state law.

#### **F. Jury Duty**

1. A cabin crew must inform her/his base office as soon as she/he receives a notice of jury duty from the court and must provide a copy of the summons.
2. The Company may require that a cabin crew request to reschedule her/his jury service.
3. A cabin crew will be granted leave for jury duty. If a cabin crew is summoned or assigned to jury duty or witness duty on a day(s) the cabin crew is normally scheduled to work, he/she will receive the equivalent pay of one leave day per day for the first ten (10) days while on jury duty or appearing as a witness. The cabin crew will not receive pay or additional time off if she/he is summoned or assigned to jury duty or witness duty on her/his day off. Any such compensation will be less fees received for such services (excluding mileage and expenses), for up to ten (10) calendar days.
4. Immediately upon release from jury duty, the cabin crew shall notify her/his respective base office. Cabin crew may, at their sole discretion use any Annual Leave to cover any unpaid portion of their jury duty leave (e.g. jury duty assignments that exceed 10 days). Following exhaustion of all paid leave, the remainder of the leave will be unpaid unless otherwise required by law. Cabin crew excused from jury duty on any day they are scheduled to serve are expected to return to work for the balance of the day. At the conclusion of jury duty, the cabin crew must submit documentation as proof of jury participation to her/his base office. Time spent on jury duty leave does not count as hours worked for overtime purposes.

#### **G. Military Leave**

Military leave will be granted in accordance with applicable U.S. federal or state law.

#### **H. Company Unpaid Leave**

The Company in its sole discretion may offer and approve unpaid leave when business or operating requirements allow.

#### **I. Workers' Compensation**

Cabin crew, including part-time, temporary, and introductory employees, are eligible for Workers' Compensation benefits in the event of an injury arising in the course and scope of their employment. Any employee who sustains an on-the-job injury must immediately notify his or her Supervisor or Department Manager about the injury. Failure to promptly report a work-related injury may result in the denial of benefits. A cabin crew may use accrued sick leave, and upon exhausting sick leave, may use earned vacation, to cover the statutory waiting period for payment of Workers' Compensation benefits.

## **J. Bereavement Leave**

1. In the event of a death in the cabin crew's immediate family, she/he shall be granted leave free from all duties with the company for up to three (3) consecutive days of work and paid the equivalent of a leave day for each day of such leave.
2. Immediate family will be defined as:
  - the cabin crew's current spouse
  - the cabin crew's current domestic partner
  - the cabin crew's parents, children and siblings
  - the cabin crew's current spouse's parents (also known as "in laws"), children and siblings
  - the cabin crew's current domestic partner's parents (also known as "in laws"), children and siblings
  - the cabin crew's step-parents, step-children and step-siblings
  - the cabin crew's grandparents
  - the cabin crew's grandchildren
3. Requests for bereavement leave should be made to your base office as soon as possible following a family member's death. In circumstances where a cabin crew wishes to attend a memorial or special service occurring at a later date, she/he may request that the allocated bereavement leave be postponed until the date of that service.
4. Documentation, such as a memorial notice, funeral notice, obituary, death certificate or note from a medical provider may be required to verify the absence.

## **K. Union Leave of Absence**

A cabin crew who accepts an elected or a staff position with the International Union will be granted a leave of absence for the term of office or appointment.

## **L. General**

1. Except as otherwise noted in this Agreement or Company Policy, leaves of absence will be unpaid.
2. If a cabin crew is on a leave of absence for part of the rostered month and on active status the rest of the rostered month, her/his minimum number of days off shall be prorated according to Section 22.
3. A cabin crew on a leave of absence shall maintain updated contact information, including address and phone number(s), with the company.
4. A cabin crew on a leave of absence will contact her/his base office to coordinate her/his return to duty.
5. A cabin crew may be required to provide supporting documentation related to eligibility for a leave of absence.
6. A probationary cabin crew on a leave of absence will serve any remaining portion of her/his probationary period upon return to active status.
7. Consistent with federal and state law, cabin crew returning from an authorized leave of absence will be returned to work in the same job class they held prior to going on leave, assuming she/he is not medically restricted from doing so.

**M. Voting Leave**

To the extent consistent with applicable laws all employees will be allowed a reasonable amount of time off, not to exceed two hours to vote in statewide elections without loss of pay, as required by law either at the beginning or at the end of the work day, provided the polls are not open a sufficient time outside working hours. Time off for voting must be requested in advance, in accordance with applicable law.

**N. State Law Leave Provisions**

1. The current practice of complying with all California state law leave provisions for cabin crew based in California State will continue.
2. The current practice of complying with all New York state law leave provisions for cabin crew based in New York State will continue.

## **Section 23 Sick Leave**

### **Sick Leave Entitlement**

1. Cabin crew will start accruing sick days at hire. Cabin crew are eligible for twelve (12) days paid sick leave per calendar year, accrued at a rate of one day per month. Cabin crew are entitled to use accrued paid sick days beginning on the ninetieth (90) day of employment. Sick leave may be accumulated up to a maximum of one hundred and twenty (120) days. No cabin crew will receive pay in lieu of sick leave under any circumstances.
2. Pay for sick leave will be as outlined on the Schedule and will be the same as Annual Leave days. Sick leave will only be paid for days with duties on roster, and only if the employee has accrued enough time.
3. Employees may use sick leave benefits for an absence due to their own injury or illnesses.
4. In addition, employees may utilize all or a portion of their annual sick leave benefits to attend to an illness or doctors' appointment of a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse or registered domestic partner under any state or local law, sibling, grandparent, grandchild or other eligible family member of the employee.
5. Abuse of sick leave will not be tolerated, and upon reasonable suspicion of abuse a cabin crew may be investigated and be subject to discipline, up to and including discharge from employment, if abuse of sick leave is found. Any other use outside of that described in paragraphs 3 and 4 above constitutes abuse and where there is basis for reasonable suspicion the cabin crew will be subject to discipline up to and including termination of employment.
6. Sick leave will not accrue while a cabin crew is on a leave of absence or off work for more than fifteen (15) days (excluding annual leave days) in any thirty (30) day period.
7. In the event that there is a reasonable suspicion of abuse by a showing of a pattern or clear instance of abuse, the Company reserves the right to require a doctor's note or other documentation to verify that an employee's use of paid sick leave is warranted, even if the use of paid sick leave was for three consecutive work days or less.
8. Eligibility for sick leave is subject to cabin crew complying with the Sickness notification and reporting procedures as set forth in the Employee Handbook, United States of America, Cabin Crew Edition.
9. If a cabin crew fails to come to work as a result of being involved in an activity that prevents them attending, or delays any return to work, Sick Leave payment may be suspended whilst the absence is investigated.

## **Section 24 Insurance**

### **A. Medical, Vision and Dental Insurance**

1. The Company will maintain a medical, vision and dental insurance program for cabin crew. Subject to eligibility requirements discussed in Section 22, Leaves of Absence, cabin crew shall be entitled to coverage under such programs on the same basis and at the same premium contribution level as other non-pilot US-based employee groups at the Company.
2. The Company will notify the Union prior to implementing benefit or premium changes (e.g., increasing deductibles or co-pay)
3. Cabin crew's cost sharing contribution under the Healthcare Benefits Employee Contribution will be the same as other non-pilot US-based employee groups at the Company.

### **B. Life/AD&D/Disability**

1. The Company will maintain life, accidental death and dismemberment (AD&D), for cabin crew, at no cost to the cabin crew and in an amount equal to three times the cabin crew's base annual salary (up to a maximum of \$300,000).
2. The Company will provide a Long Term Disability insurance program for cabin crew.
3. The Company will provide a Short Term Disability Policy providing coverage for cabin crew based in California.
4. New York based crew receive state-mandated STD coverage benefits at the date of implementation of this agreement. Should New York law eliminate or diminish the currently mandated STD coverage the Company will provide STD coverage to New York based crews at the same level as coverage provided to California bases.
5. Cabin crew may use accrued sick leave, and, upon exhausting sick leave, may use earned vacation at their option to cover the contractual waiting period for payment of either Short Term Disability benefits or Long Term Disability benefits.

### **C. Other Insurance Programs**

Should the Company introduce any other insurance coverage the cabin crew shall be entitled to coverage under such programs on the same basis and at the same premium contribution levels as other non-pilot US-based employees at the Company.

## **Section 25 Uniform**

- A. Cabin crew shall wear a complete regulation uniform while on duty and at such other times as required by the Company in accordance with Company policy.
- B. Cathay Pacific's Grooming and Uniform Policy applies to all cabin crew globally, including US-based cabin crew.
- C. Cabin crew may wear the official AFA pin only on the Company approved lanyard.
- D. Each cabin crew will be furnished a Company ID card at no expense to the cabin crew. If the ID card is lost or stolen, the cabin crew will immediately report that information to the Company. If the ID card is stolen through no fault of the cabin crew and a police report is provided to the Company, it will be replaced at no cost to the cabin crew.

## **Section 26**

## Expense Allowance and Uniform Cleaning

- 1. Uniform Cleaning** - The Company agrees to permit cabin crew employees to use dry cleaning and laundry facilities in Hong Kong at no cost.
- 2. Outport Allowances** - The Company agrees to continue the current practice of providing outport allowances to cabin crew. The outport allowances are determined by the Company for all cabin crew and globally implemented to all cabin crew including US-based cabin crew and are subject to revision periodically. Revised allowances will continue to be published on the Company intranet.
- 3. Transportation Allowance** - The current practice of providing Transportation Allowance to US-based cabin crew will continue.

### Section 27

## Definitions

- A. **'PX'** denotes a cabin crew travelling as a passenger who is positioning to operate a flight or other duty e.g. training.
- B. **'Reasonable suspicion' related to abuse of Sick Leave;** means that there is articulable basis to infer abuse related to a cabin crew's pattern of absence or sick leave reporting behavior. For example, but not limited to; repeatedly calling sick over weekends, public holidays, before or after annual leave, reserve duties, not adhering to the sick leave reporting procedures, being uncontactable during the sick leave period, failure to produce documentation or documentation that does not appear to be authentic.
- C. **'Periodic Assessments'** used within the context of the Agency Fees section shall be defined as any economic assessment the AFA membership votes to impose upon itself.
- D. **'Ultra Long Range Operation (ULRO)'** refers to any scheduled sector time that is greater than 16 hours.

**Section 28**  
**Duration**

- A. This Agreement shall become effective upon ratification and shall continue in full force and effect for **BLANK** until **BLANK** and shall renew itself without change each succeeding year thereafter unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto, at least ninety (90) days prior to **BLANK**.
- B. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, its specific terms and conditions will supersede any specific terms and conditions of employment listed in Company handbooks, read files or any other Company issued correspondence.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 28<sup>th</sup> day of June, 2019.

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

**FOR CATHAY PACIFIC AIRWAYS  
LIMITED**

\_\_\_\_\_  
**Jason Chang**  
AFA-CWA MEC President

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**Deborah McConnochie**  
Head of Employee Relations & Communications-IS

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**Jennifer Lee**  
AFA-CWA MEC Secretary-Treasurer  
Negotiation Committee Member

\_\_\_\_\_  
**Jay Trumble**  
AFA-CWA Staff Negotiator