

# **AFA Contract**



**Midwest Airlines**  
**2005 - 2008**

## **SECTION 1 RECOGNITION AND SCOPE**

### **A. Certification and Recognition**

1. In accordance with certification number R-6657 by the National Mediation Board on May 3, 1999, Midwest Express Airlines Inc. (hereinafter referred to as the "Company") hereby recognizes the Association of Flight Attendants, AFL-CIO (hereinafter referred to as "Union" or "AFA") as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purpose(s) of the Railway Labor Act, as amended.
2. This Agreement shall supersede and take precedence over all agreements, supplemental agreements, amendments and similar related documents executed between the Company and the Association prior to the signing of this Agreement and any Company rules and policies that are in conflict with this Agreement.
3. The parties agree that any past practices established prior to the date of this Agreement shall not create any contractual or legal obligation to continue such practices following the effective date of this Agreement. However, the parties shall not be barred from discussing such practice during a grievance proceeding.

### **B. Scope**

Except as otherwise provided for in this Agreement, all commercial flight operations (whether revenue, non-revenue, scheduled, non-scheduled or charter) conducted by the Company will be flown by Flight Attendants whose names appear on the Midwest Express Airlines, Inc. System Seniority List.

### **C. Subcontracting**

1. The Company may engage in subcontracted flying for periods not in excess of one hundred eighty (180) days per occurrence during the term of this Agreement under the following circumstances:
  - a. such subcontracting is necessary to accomplish the needs of the service of the Company, and
  - b. the Company determines that it does not have sufficient or appropriate aircraft, or sufficient or appropriately trained Flight Attendants available to perform the subcontracted flying, and

- c. the Company does not furlough or displace any Flight Attendants as a direct result of such engagement in subcontracted flying.
2. It is understood and agreed that nothing in Paragraph C.1 above will prevent the Company from furloughing or displacing Flight Attendants for economic reasons independent of or unrelated to its engagement in subcontracted flying.
3. Subcontracted flying shall not include any flying performed by another carrier whereby the other carrier transports passengers pursuant to a code-share agreement, a marketing agreement, an interline agreement, a pro-rate agreement or a block-space agreement, and there shall be no contractual restrictions on such flying or on any other flying performed pursuant to any other marketing or alliance agreement or arrangement.
4. Notwithstanding Paragraph C.1 above, in the event the Company engages in subcontracting solely due to circumstances over which the Company does not have control, it may engage in the subcontracted flying for a time not to exceed twelve (12) months. Circumstances beyond the Company's control shall include: an act of nature; a labor dispute; grounding of a substantial number of the Company's aircraft by a government agency or a court; a shortage or unavailability of flight simulator time; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; or owner's or manufacturer's delay in the delivery of aircraft scheduled for delivery.

#### **D. Successorship**

The provisions of this Agreement shall be binding upon any successor of the Company unless or until changed in accordance with the Railway Labor Act. If the Company voluntarily transfers the control, operation, or management of substantially all of the assets of its business to another entity for the purpose of enabling such transferee to conduct scheduled flight operations over the Company's routes, the Company will require the successor to assume the obligations of this Agreement.

#### **E. Mergers and Acquisitions**

1. In the event of a complete merger between the Company and another air carrier (i.e., the combination of all or substantially all the assets of the two carriers), where the surviving carrier decides to integrate the pre-merger operations, the following procedures will apply:
  - a. If the Company is the surviving carrier, the Company will integrate the two Flight Attendant groups in accordance with AFA Merger Policy if both groups are AFA-represented, and in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs if Flight Attendants of the Company's merger partner are not represented by AFA.
  - b. If the Company is not the surviving carrier, the Company will make reasonable efforts to have the surviving carrier integrate the two Flight Attendant groups in the same manner as stated in subparagraph a., above.
2. In the event the Company acquires all or substantially all of the assets or equity of another air carrier, or another air carrier acquires all or substantially all of the assets or equity of the Company, the Company will meet promptly with the Union to negotiate a possible "Fence Agreement" to be in effect during the period, if any, the two carriers are operated separately without integration of the Flight Attendant work force. These discussions shall not be pursuant to Section 6 of the Railway Labor Act and reaching an agreement with the Association shall not be a prerequisite for closing, or any other aspect of the transaction or operations pursuant to the transaction.

#### **F. Retained Management Rights**

1. Except as restricted by the express terms of this Agreement, the Company shall retain all rights to manage and operate its business and work force, including but not limited to: the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled flights; to determine its marketing methods and strategies, and to enter into code sharing, affiliation or marketing agreements with other carriers; to invest (including equity investments) in other business entities including, without limitation, other air carriers; and to determine the number and type of aircraft it will utilize.
2. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of such right, shall not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner.

3. Furthermore, nothing in this Agreement shall restrict the right of Inflight Management to fly as crew members to maintain proficiency and to provide expertise and assistance to Flight Attendants in the form of supervision, instruction and demonstration to achieve the goal of superior service to all passenger. When a Flight Attendant is displaced from her/his scheduled flight assignment by a management/supervisory/inflight Flight Attendant, she/he will be released from all duty and paid as if flown. The Company will provide as much notice as possible of the displacement to the Flight Attendant.

**G. Expedited Board of Adjustment Procedures**

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this Section 1 on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed-upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 23.E of this Agreement. The dispute shall be heard no later than thirty (30) days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

## SECTION 2 DEFINITIONS

- A. Bid Period means the same as "Month."
- B. "Block Time" or "Flight Time" means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to a stop at the ramp at the next intermediate stop or final destination, or point of departure, as the case may be.
- C. "Calendar Day" or "Day" means the period of time from the hours of 0001 local time to 2400 local time.
- D. "Company" means Midwest Express Airlines, Inc., its successors or assigns.
- E. "Credit," "Credit Hour," "Flight Pay Credit," "Credited Flight Time," or "Pay Credit" means the hourly value of a trip pairing and is equal to the greater of (1) the scheduled or actual block hours flown on a trip pairing basis; or (2) the duty rig; or (3) the trip rig; or as further provided for in this Agreement.
- F. "DCFA" means a Dedicated Charter Flight Attendant.
- G. "Day Off" means a calendar day free from all duty with the Company.
- H. "Deadhead" means the transportation by air or surface vehicle of a Flight Attendant from one point to another, at the direction of the Company, for the purpose of performing any duty under this Agreement after arrival at the destination point, or for the purpose of returning after having performed such duty.
- I. "Domicile" means any geographic location designated by the Company where flight attendants are based for flight duty purposes.
- J. "Duty Time" means all time a Flight Attendant is on duty, commencing when a Flight Attendant is required to report for duty and terminating when a Flight Attendant is released from duty for the purpose of obtaining legal rest in accordance with the provisions of this Agreement. Duty time includes, but is not limited to, flying, deadheading, training, and Field Standby Reserve.
- K. "Field Standby Reserve" means a Reserve Flight Attendant who is required to report to the airport without a specific assignment.
- L. "Fence Agreement" means an agreement pursuant to a merger or acquisition that provides for the separate operations of the carriers and the negotiations of such provisions, if any, as may be necessary to integrate the Flight Attendant workforce.
- M. "Flight Attendant" is an employee whose duties include performing or assisting in the performance of inflight and ground cabin service and preparation, attending to passenger safety and comfort, and preparation and completion of reports as required by the Company and the law, who has completed training as prescribed by Midwest Express Airlines and the Federal Aviation Administration, who is qualified as a Flight Attendant, and whose name appears on the Midwest Express Flight Attendant Seniority List.
- N. "Ground Holding Time" means time spent on the blocks, with passengers on the aircraft, beginning thirty (30) minutes after scheduled departure.
- O. "Junior Assignment" means an involuntary assignment to a Flight Attendant on a day off in accordance with Section 7.H.4.
- P. "Longevity" means the period of time used for pay and benefit accrual purposes, commencing as noted in Section 3.A, and adjusted in accordance with this Agreement.
- Q. "Month" means the period starting from the first day of, to and including the last day of each calendar month of the year, except that the month of January shall be considered a thirty (30) day month, the month of February shall be considered to include the last day of January and the first day of March, and the month of March shall be considered to commence on March 2. February will be a thirty-one (31) day month in a leap year.
- R. "Moveable Days" are scheduled days off in Reserve lines that may be moved by Crew Scheduling.
- S. "On line travel" means travel on Midwest Express or Skyway Airlines.
- T. "Open Time" means flight time not assigned to schedules, trips, and scheduled flight assignments; charters; extra sections; trip drops and trip drop requests; and other flying that becomes available during the month.
- U. "Pop-up Charters" means a charter assignment that was not known at the time charter bids were distributed.

- V. "Rest" means time when the Flight Attendant is free from all duty with the Company.
- W. "Segment" or "Leg" means the flight time from block-out to block-in.
- X. "Seniority" means the length of service as a Flight Attendant with the Company, as governed by the provisions of this Agreement.
- Y. "Stand-up" means a continuous on duty overnight trip that contains a rest period which is of shorter duration than the minimum rest period required by the FARs and, consistent with Company practice, is noted on a trip pairing as a COD.
- Z. "Temporary Duty (TDY)" means a Flight Attendant's assignment to perform Flight Attendant duties at a location other than the Flight Attendant's domicile.
- AA. "Trip" or "Trip Pairing" means a series of flight segments that fall between check-in at the domicile and checkout at the domicile.
- BB. "Union" means the Association of Flight Attendants, AFL-CIO.

## **SECTION 3 COMPENSATION**

### **A. Longevity**

Longevity shall begin to accrue on the first day of initial training (including any Company orientation) or, if transferring to the line from another Company position, the first day on which he/she was on the payroll of the Company.

### **B. Pay Rates**

Flight Attendants will receive hourly pay rates in accordance with their longevity with the Company. The hourly rates are listed in Schedule "A" of this Agreement. Flight Attendants will be paid the greater of:

1. scheduled or actual hours on a trip pairing basis;
2. duty rig; or
3. trip rig.

### **C. Guarantees**

1. The monthly guarantee will be 78 hours per month.
2. Flight Attendants who are available for duty for a full month will be paid the monthly guarantee. Flight Attendants who are unavailable for part of a month will have their guarantee pro-rated. Flight Attendants on vacation, training, jury duty, sick leave, bereavement leave, or emergency leave will not be considered unavailable for purposes of this Section.
3. The monthly guarantee for Flight Attendants who bid low time lines will be thirty-seven and a half (37.5) hours per month.
4. A Reserve Flight Attendant on the Flight Attendant Seniority List as of the implementation of the hourly rate system will be "grandfathered" with a monthly guarantee of eighty (80) credit hours per month. These "grandfathered" rights will cease to exist after the first 24 months of the Agreement.
5. Duty Rig. A Flight Attendant shall receive one (1) hour of flight pay and flight time credit for each two (2) hours of actual on-duty time.
6. Trip Rig. A flight Attendant shall receive one (1) hour for every three hours and thirty minutes (3.5) of actual time away from base.
7. Open Time. A Flight Attendant who picks up a trip from open time will be paid or awarded comp time for trips flown in accordance with Section 7.G.4, Scheduling in addition to her/his monthly guarantee.

### **D. Cancellation Pay**

Cancellation pay shall be governed by Section 7.H.

### **E. Extension**

Whenever a Flight Attendant is extended more than four (4) hours beyond her/his originally scheduled release time and volunteers to continue to fly (as provided for in Section 7.H.2) the Flight Attendant will be paid one and one half times (1.5x) her/his hourly rate for all hours beyond four (4).

### **F. Junior Assignment**

Whenever a Flight Attendant is junior assigned to a trip or flight segment (as provided for in Section 7.H.4) the Flight Attendant will be paid one and one half times (1.5x) her/his hourly rate for flying that trip or flight segment.

### **G. Vacation pay**

Vacation shall be paid and deducted in the following manner:

1. Vacation Block

A Flight Attendant who is on a block of vacation days shall have his/her bank of vacation days reduced by the number of days in the block and shall receive the greater of twenty (20) hours of flight pay and credit or the value of the trip(s) missed falling within the vacation block.

2. **Vacation by the Hour**

A vacation block of seven (7) days converted to vacation by the hour is worth twenty (20) hours. A Flight Attendant who utilizes vacation by the hour shall have his/her bank reduced by the number of hours of the trip(s) he/she dropped, or the value of a reserve day if a reserve period is dropped, and he/she shall be paid for the trip(s) or reserve period dropped. The value of a reserve day for Flight Attendants with a 78-hour guarantee shall be 4.1 hours; the value of a reserve day for Flight Attendants with an 80-hour guarantee shall be 4.2 hours.

**H. Deadhead/Ferry Pay**

1. Whenever a Flight Attendant is required to deadhead to or from a flight duty assignment or engage in ferry flying, she/he will be paid the greater of scheduled or actual time flown on a trip pairing basis. If the Flight Attendant is required to deadhead by surface transportation, he/she will be paid the driving distance (AAA miles) divided by 60 to get a pay credit in terms of hours.
2. A Flight Attendant who accepts a trip which originates in a location other than the Flight Attendant's permanent domicile as the result of a mutual trip trade or voluntarily picking up open time will not receive any deadhead pay credit unless the deadhead was part of the originally scheduled pairing.

**I. Ground Holding Pay**

A Flight Attendant will receive pay in the amount of twelve dollars (\$12) per hour, or fraction thereof, after the first thirty (30) minutes of ground holding time. Ground holding time is not considered part of flight time credit, however, such time will be considered as part of determining on-duty limitations.

**J. Holiday Pay**

1. A Flight Attendant who actually works on a Company designated holiday shall receive, in addition to all other compensation, his/her hourly rate for all hours flown on the holiday. If the Flight Attendant on a trip is on a layover that encompasses the entire holiday, she/he will receive 6.4 hours of pay at his/her applicable hourly rate of pay. The pay will be in addition to the Flight Attendant's regular pay for the trip.
2. The Company designated holidays are:
  - a. New Years Day
  - b. Memorial Day
  - c. July 4th
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Day after Thanksgiving
  - g. Christmas Eve
  - h. Christmas Day

**K. International Pay**

A Flight Attendant shall receive, in addition to any other pay, an international premium of fifty (50) cents per hour, prorated to the nearest minute, for flying international segments. International flying shall include anything outside of the contiguous 48 United States, except Canada and Mexico.

**L. Jury Pay**

1. A lineholding Flight Attendant who is summoned and/or selected to serve on a jury shall receive pay and credit for scheduled trips missed while actually serving jury duty as provided for in Section 13.F, Leaves of Absence. A Reserve Flight Attendant shall receive pay and credit in the amount of 4.1 hours per day for reserves with a 78-hour guarantee and 4.2 hours per day for reserves with an 80-hour guarantee when required to serve on jury duty on a scheduled reserve duty day.
2. Any fees received by the flight Attendant as a juror are in addition to her/his compensation from the Company.

**M. Training Pay**

1. A Flight attendant shall receive four (4) hours pay and credit for each day of recurrent training.
2. A Flight Attendant shall receive one (1) hour pay and credit for every two (2.0) hours on duty for non-recurrent training.
3. If replacement training under Section 14.E.5, Training, occurs on days when a Flight Attendant is assigned to work a trip, she/he shall be paid and credited the greater of the original trip credit, the training credit, or combination of the training credit and the rescheduled trip credit.
4. If the Company elects to use a method of home study training to comply with FAA requirements, a Flight Attendant will be paid and credited one (1) hour for each two (2) hours of FAA-approved training credit earned in home study, with a minimum of one (1) hour of pay and credit.
5. A Flight Attendant who attends a mandatory mini-training in accordance with Section 14.J, Training, shall receive one (1) minute of pay and credit for each (1) minute of training.

**N. Staff Day**

A Flight Attendant shall receive one (1.0) hour of pay and credit for every two (2.0) hours of duty for staff day duty.

**O. Reserve Pay**

1. Open time picked up by a Reserve on her/his day off shall not count toward the credit hour cap. Approval of picking up of trips by Reserves on their day(s) off is based on minimum availability of Reserves scheduled for duty on a particular day(s).
2. Credit for a reserve day assigned to a relief lineholder or low-time lineholder in her/his final bid award, or a reserve day picked up from open time by a lineholder, shall be the greater of the value of the trip assigned or 4.1 hours.

**P. Volunteer Fly Pay**

A Flight Attendant recruited to Volunteer Fly shall be paid one and one half times (1.5x) her/his hourly rate for performing that flying. Volunteer Flying shall be awarded pursuant to Section 7.H.3.

**Q. Coaching Pay**

Each Flight Attendant fulfilling the duties of a "Coach" or its equivalent shall receive, in addition to all other compensation, three dollars and fifty cents (\$3.50) per credit hour, prorated to the nearest minute, provided the Company has a Coaching Program or equivalent.

**R. Pay Checks**

1. Paychecks will be issued on the fifteenth (15th) (the "first" paycheck) and last day of the month (the "second" paycheck). When a payday falls on a Saturday or Sunday, payment will be on the previous Friday; if on a weekday Company holiday, payment will be made on the last prior business day.
  - a. The first paycheck will include all flight time pay earned for the period from the 16th to the end of the month prior to, plus balance of guarantee, as well as all paid absences and per diem, and all other pay (e.g., holiday pay, ground holding pay, coaching pay, etc.), for the same period.
  - b. The second paycheck will include all flight time pay earned for the period from the 1st through the 15th of the current month, as well as all paid absences and per diem, and all other pay (e.g., holiday pay, ground holding pay, coaching pay, etc.), for the same period.
  - c. The Company will, at the option of the Flight Attendant, either provide a paper check or direct deposit his/her paycheck and provide him/her with a pay stub in his/her Company mailbox on or before payday. A Flight Attendant shall not be charged a fee for opting for either receiving a paper check or having it direct deposited.
2. The Company shall not make any payroll deductions without written authorization from the Flight Attendant or a Court order requiring the Company to do so.

**S. Pay Errors**

1. If the Company denies any item of pay or expenses, the Flight Attendant shall be notified in writing.
2. If a Company pay error results in a Flight Attendant being shorted by \$50 or greater, such error shall be corrected and rectified within two (2) business days after verification of the error. Pay errors of less than \$50 shall be rectified on the following paycheck after verification of the error.
3.
  - a. Flight Attendants will not be required to repay the Company for any overpayment received at a rate greater than the rate in which it was overpaid.
  - b. If the repayment schedule causes undue hardship to the Flight Attendant, the Flight Attendant and the Company shall agree on a reasonable repayment plan. If the Flight Attendant and the Company are unable to agree on a reasonable repayment plan within ten (10) days, the Company may collect the overpayment in accordance with Section 3.S.3a above, subject to Sections 22, Grievance Procedure and 23, System Board of Adjustment.

**T. Profit Sharing**

It is understood and agreed between the parties that all profit sharing and bonus plans which are presently or hereafter made available to other crafts and classes of Midwest Express Airlines, Inc. employees will be made available on the same terms and conditions to Flight attendants covered by this Agreement.

**U. Drug/Alcohol Testing**

A Flight Attendant who is required by the Company to take a random drug/alcohol test immediately following a duty period shall be paid and credited at the rate of one (1) hour for each two (2) hours on a minute-by-minute basis, beginning fifteen (15) minutes after release time, up to a maximum of one (1) hour pay and credit.

### Section 3 Compensation – Schedule A

Year Group	Oct. 22, 2002	Oct. 22, 2003	Oct. 22, 2004	April 22, 2006
0-6 months	\$18.31	\$18.86	\$19.23	\$19.81
7-12 months	\$19.45	\$20.04	\$20.44	\$21.05
1-2 years	\$21.40	\$22.04	\$22.48	\$23.16
2-3 years	\$22.54	\$23.22	\$23.68	\$24.39
3-4 years	\$24.19	\$24.92	\$25.41	\$26.18
4-5 years	\$25.53	\$26.30	\$26.82	\$27.63
5-6 years	\$26.94	\$27.75	\$28.30	\$29.15
6-7 years	\$28.13	\$28.97	\$29.55	\$30.44
7-8 years	\$29.52	\$30.41	\$31.01	\$31.94
8-9 years	\$30.84	\$31.77	\$32.40	\$33.37
9-10 years	\$32.04	\$33.00	\$33.66	\$34.67
10-11 years	\$33.29	\$34.29	\$34.98	\$36.03
11-12 years	\$34.59	\$35.63	\$36.34	\$37.43
12-13 years	\$35.98	\$37.06	\$37.80	\$38.93
13-14 years	\$36.86	\$37.96	\$38.72	\$39.89
14-15 years	\$37.97	\$39.10	\$39.89	\$41.08
15-16 years	\$39.10	\$40.28	\$41.08	\$42.31
16-17 years	\$40.00	\$41.20	\$42.02	\$43.28
17-18 years				\$44.28

**SECTION 4  
LODGING AND EXPENSES**

**A. Union Hotel Committee**

1. The Union shall appoint a Hotel Committee which shall work jointly with the Company to establish and evaluate, on an ongoing basis, a list of acceptable crew hotels in all layover cities.
2. The parties shall establish procedures for changes, deletions and additions to the approved hotel list as set forth below.
3. The role of the Union Hotel Committee shall be to provide the Company with information, report the results of site inspection(s) to the Company, and make selection recommendations to the Company.
4. Prior to contract renewal with any listed hotel, the Company shall meet with the Union Hotel Committee and the parties shall agree as to the continued adequacy and suitability of the hotel for use as an approved crew layover hotel.
5. Should the adequacy and suitability of a hotel change during the term of the Agreement, the Union Hotel Committee or the Company shall bring the information to the attention of the other party as soon as it is reasonably practicable. The Company and the Union Hotel Committee shall agree on what efforts shall be made to remedy any problems, who shall be responsible for promptly informing the hotel of the parties' concerns, and for reviewing the results of these efforts. Should the remedial efforts be unsuccessful, a new hotel may be approved as provided below.
6. Either party may propose additional or substitute hotels at any time. The Union Hotel Committee shall ensure that the hotel's representatives understand that the Committee is not authorized to negotiate room rates or any other contractual terms and conditions or to conclude any agreement with the hotel on behalf of the Company.

**B. Lodging**

1. The Company shall provide comfortable, safe and clean single occupancy hotel rooms when a Flight Attendant has a scheduled layover or ground time away from a domicile of six (6) hours or more, or while in training away from their permanent domicile. Furthermore, the Company shall provide the same single occupancy hotel room to a Flight Attendant who is on a continuous duty overnight (COD)/standup.
2. For purposes of screening future hotel sites, the Company and the Union Hotel Committee shall consider the following:
  - a. On layovers of ten (10) hours or less, a hotel within twenty (20) minutes of the airport will be furnished, where practical. In the event it is not practical, the Company will provide notice to AFA, and a hotel within the closest proximity of the airport will be secured. On layovers of more than ten (10) hours, the hotel shall be in a metropolitan area, if feasible, and within close proximity (safe walking distance) of shopping, theaters, restaurants, etc.;
  - b. Hotels with twenty-four (24) hour restaurants or room service or twenty-four (24) hour transportation service to nearby restaurants;
  - c. Hotels with rooms on the second floor or higher; that can accommodate all the Flight Attendants on the same floor; with doors that open to an indoor hallway and are removed from elevators, ice machines and other noise sources; with blackout curtains and quiet heating and air conditioning systems; and on non-smoking floors (Flight Attendants may request smoking rooms);
  - d. Availability of separate crew sign-in sheet and crew rooms that will be immediately available upon arrival of the crew;
  - e. Hotels with unblocked telephones, free local calls and no long distance access charges; and
  - f. Safe and secure transportation for crewmembers and their luggage.

In the event the Union Hotel Committee and the Company are unable to agree upon the selection of a hotel, the Vice President of Flight Operations, or her/his designee, shall be requested to discuss the matters at issue to mediate and seek resolution, and, if necessary, to make a final determination. The Vice President or her/his designee will make reasonable efforts to resolve the disagreement in a manner acceptable to both parties.

## **C. Transportation**

1. The Company shall provide transportation at all layover stations. In the event there are difficulties with the transportation arranged by the Company, the matter shall be resolved pursuant to Paragraph B.3 above.
2. Transportation shall be available within forty-five (45) minutes of block-in time.
3. A Flight Attendant is authorized to take alternate transportation to the hotel forty-six (46) minutes after block-in time. The expense for the transportation shall be paid by the hotel. If the hotel refuses to pay, the Flight Attendant shall pay the cost and be reimbursed by the Company within thirty (30) days of the submission of the receipt.

## **D. Parking**

1. The Company shall provide free parking to all Flight Attendants at their domicile. Transportation to/from the parking lot and airport terminal shall be provided, if necessary.
2. A Flight Attendant may elect to park at another city served by the Company rather than at her/his domicile, provided the cost to the Company is no greater than the cost at the domicile. If the cost is greater, the Flight Attendant shall pay the difference. A Flight Attendant shall make an annual election of whether to participate in domicile or out of domicile parking. Such election may be revised if a Flight Attendant changes domiciles.

## **E. Per Diem**

1. A Flight Attendant shall receive per diem for a single or multiple duty period trip at \$1.50 per duty hour or fraction thereof, based on actual time away from base (TAFB). TAFB begins at the scheduled report time or when the Flight Attendant actually reports for duty, whichever is later, and shall continue until termination of the trip upon return to her/his domicile. This amount will increase to \$1.75 on October 22, 2005.
2. A Flight Attendant on Temporary Duty ("TDY") shall receive per diem for all time away from base. TAFB shall begin when she/he checks-in for deadhead or begins ground transportation to the TDY location, and shall end at check-out from the deadhead/ ground transportation back at her/his domicile at the end of the TDY assignment.
3. A Flight Attendant who travels away from her/his domicile for training or a mandatory Company meeting shall receive per diem for all time away from base. TAFB shall begin when she/he checks-in for deadhead or begins ground transportation to the training or meeting, and shall end when she/he checks-out upon having returned to her/his domicile.

## **F. Crew Meals**

1. The Company and an AFA designated representative will meet periodically and upon request of either party to review trip pairings and reach consensus on which segments the Company will provide no charge crew meals to the Flight Attendant.
2. A Flight Attendant may remove her/his designated crew meal from the aircraft. The Company will provide a non-alcoholic beverage with the crew meal.
3. The Company and an AFA designated representative will meet for the purpose of discussing ways to ensure that Flight Attendants on layover during holidays will have adequate food available in situations when eating establishments in the vicinity of the layover hotels are closed for the holidays.

## **G. General**

1. Each Flight Attendant shall pay for any incidental charges (i.e., telephone calls, in-room movie rentals, etc.) prior to checking out of the hotel. Only telephone and movies may be charged by a Flight Attendant to her/his room. All other expenses (i.e., restaurant, lounge, room service, laundry/dry cleaning, etc.) must be paid at the time the services are rendered unless credit arrangements have been individually established by the Flight Attendant with the hotel upon check-in. It is the Flight Attendant's responsibility to resolve any discrepancies in incidental charges at the time of check-out.
2. Flight Attendants shall be responsible for all personal checks cashed at a layover hotel and shall adhere to each hotel's check cashing policy.
3. If a Flight Attendant chooses not to stay at her/his assigned crew hotel, she/he must advise Crew Scheduling no later than

check-in time of the first leg of the pairing and must provide a contact number where she/he can be reached.

4. The Company will not release information to third parties concerning a Flight Attendant's schedule unless authorized by the Flight Attendant. The Flight Attendant is responsible for providing hotel information to her/his family members.

## **SECTION 5 MOVING EXPENSES**

### **A. Paid Moves**

The Company shall provide a paid move under the following circumstances:

1. Original vacancies upon opening of a new domicile or new vacancies created within the first six (6) months after domicile opening.
2. Domicile closure where the Flight Attendant is relocating her residence to another domicile.
3. Displacement from domicile where the Flight Attendant is relocating her residence to another domicile.
4. A Flight Attendant recalled to a domicile other than the one she/he was furloughed from shall receive a paid move from the domicile she/he was furloughed from, or her/his place of residence, whichever is least expensive.
5. If a Flight Attendant on leave of absence would have otherwise been entitled to a paid move, she/he will be entitled to such a paid move upon return to active status.

### **B. Moving Expenses**

The Company shall pay the following moving expenses:

1. Actual moving expenses including packing, unpacking and insurance for household effects up to fourteen thousand (14,000) pounds.
2. Storage reimbursement up to sixty (60) days.
3. Up to two (2) vehicles at twenty-six cents (\$.26) per mile using the most direct AAA mileage between domiciles. Flight Attendants will be allowed to ship vehicles. If the automobile is shipped, the Company will pay the shipment charges up to the allowable mileage provided herein.
4. Actual and reasonable expenses for lodging and telephone calls necessary for moving the Flight Attendant and her/his dependents. Actual receipts for meal, lodging and telephone expenses must be retained and submitted to the Company for reimbursement. En route expenses will be determined at travel day(s) of three hundred fifty (350) miles per day, plus one additional day at each end of the move.
5. An incidental allowance of two thousands dollars (\$2,000) to cover miscellaneous expenses.
6. A Flight Attendant who elects to move herself/himself shall be reimbursed for actual moving expenses such as truck rental, gas, oil, drop-off, and other Company-approved expenses. The actual expense cannot exceed the total estimated cost of a Company-coordinated move.
7. If the actual move by the Flight Attendant is less than the lowest estimate for a Company-coordinated move, one-half of the difference will be paid to the Flight Attendant.
8. In the event a Flight Attendant must break her/his lease as a result of a paid move per this Section, the Company shall reimburse the Flight Attendant for up to one (1) month's rent and her/his security deposit, but only to the extent the rent and/or security deposit would be forfeited due to the Flight Attendant having to break the lease. Appropriate documentation supporting the lost rent/security deposit must be submitted to the Company in order for the Flight Attendant to receive reimbursement.
9. A Flight Attendant who is entitled to a Company-paid move shall be provided three (3) calendar days to move, and will receive pay and credit of four (4) hours per day or trips missed, whichever is greater. If operational requirements allow, the Flight Attendant will be permitted to take two (2) additional unpaid days off.

### **C. General**

1. A Flight Attendant will not be entitled to a Company-paid move unless she/he actually moves to a residence within a two hundred (200) mile radius of the new domicile location.
2. A Flight Attendant must notify the Company in advance of a move, receive prior Company approval and follow the

specified procedures per Company policy in order to be reimbursed.

3. A Flight Attendant whose residence is already located within a two hundred (200) mile radius of the new domicile shall not be entitled to moving expenses. Extenuating circumstances may warrant deviations from this policy at the Company's sole discretion on a non-precedent setting, case-by-case basis.
4. A Flight Attendant will be limited to one (1) Company paid move in any twelve (12) month period unless the Flight Attendant is displaced or the move is to a newly opened domicile.
5. Reimbursement shall be limited to the cost of moving from the Flight Attendant's actual residence or domicile location, whichever is closer, to the new domicile location.
6. The Company's obligation to provide a paid move to the new domicile will terminate if not used within twenty-four (24) months of the change in domicile locations. The date of the move will be the date the mover loads the household effects where the move originates.
7. A Flight Attendant will be given passes in accordance with the Corporate Relocation Policy.
8. A Flight Attendant shall be reimbursed actual expenses pursuant to Paragraph B.4, above, for two (2) house-finding trips of two (2) days each.
9. A Flight Attendant who leaves the Company on a voluntary basis within twelve (12) months of a paid move will be required to repay the Company for 75% of the move. A Flight Attendant who leaves the Company on a voluntary basis within twenty-four (24) months of a paid move will be required to repay the Company for 50% of the move.

## SECTION 6 HOURS OF SERVICE

### A. Flight Time Limitations

1. The Company shall not schedule a Flight Attendant to exceed ninety (90) credit hours per month. Scheduled credit time can exceed ninety (90) credit hours as a result of:
  - a. A Flight Attendant increasing her/his time through personal adjustments (i.e., picking up trades or picking up/trading with Company open time);
  - b. Weather, maintenance or ATC delays;
  - c. Reschedules, reassignments or extensions; or
  - d. Other items outside of the Company's control (i.e., changes to the marketing schedule after bids have been posted.)
2. Reserve Flight Attendant credit time shall be calculated pursuant to Section 8.
3. Flight Attendants are guaranteed a minimum of eleven (11) days off in a thirty (30) day month and twelve (12) days off in a thirty-one (31) day month in their domicile.
  - a. All days off must be at the Flight Attendant's permanent domicile unless she/he is filling a temporary vacancy or while in training.
  - b. At her/his sole option, a Flight Attendant may drop below the guaranteed minimum days off after the Final Bid Awards.
  - c. If a flight assignment is scheduled to result in a Flight Attendant being released no later than 0130 on her/his day off, the Flight Attendant shall not be considered to have lost her/his day off.

### B. Report and Release

1. Report time at domicile will be one (1) hour prior to scheduled departure time or actual report time, whichever is later. Deadheading Flight Attendants will report one (1) hour prior to scheduled departure time or actual report time, whichever is later. Report time at a RON station will be forty-five (45) minutes prior to scheduled departure time. A Flight Attendant's report time may be reduced to no less than thirty (30) minutes prior to scheduled departure time.
2. A Flight Attendant who works a charter flight may have a report time of greater than one (1.0) hour.
3. If a Flight Attendant is more than five (5) minutes late (and has not notified Crew Scheduling that she/he will check in late), Crew Scheduling will attempt to contact the Flight Attendant. If contact cannot be established with the Flight Attendant, a reserve Flight Attendant will be called. If this leads to a situation in which two Flight Attendants report for the same flight, the decision concerning who takes the flight and who remains on reserve remains with the Crew Scheduler. If the line holder is assigned to reserve, she/he shall be released from reserve duty no later than the release time of her/his original trip and be paid and credited for the greater of the original trip or whatever flight assignment she/he is given for that day.
4. A Flight Attendant will be released from duty fifteen (15) minutes after block in of a flight, or when released by the Company, whichever is later.
5. Flight Attendants may be required to report via computer or in person. The Company shall notify Flight Attendants of the check-in procedures.
6. Bid lineholding Flight Attendants will not be required to be released by crew scheduling from a trip upon completion of a trip.

### C. Rest Provisions

1. Rest periods shall begin at release and shall end at report.

2. A Flight Attendant shall be scheduled for the following minimum rest between duty periods:
  - a. Ten (10) hours at domicile. The actual rest at domicile may be reduced to no less than nine (9) hours in order to accommodate irregular operations.
  - b. Nine (9) hours at a RON station. The Company will not schedule any FAR reduced rest periods for Flight Attendants while on a scheduled layover where such layover city has more than one (1) crew remaining overnight. The actual rest at a layover station may be reduced to the FAR minimum rest requirements.

**D. Duty Period**

1. A Flight Attendant will not be scheduled for any trip that exceeds 13.5 hours of duty, except that charters will be constructed pursuant to the FARs.
2. A Flight Attendant will not be required to remain on duty in excess of 15.5 hours in a duty period, except that charters will be governed by the applicable FARs.
3. The Company may schedule stand-up overnights. Such stand-ups will not be scheduled to exceed sixteen (16) hours report to release and shall not be scheduled or rescheduled for more than three (3) flight segments, two (2) of which may occur prior to the actual standup overnight. Only two (2) of the three (3) flight segments may be full service. Definition of "full service" is full breakfast, lunch or dinner.

**E. Other Limitations**

1. A Flight Attendant shall be relieved of duty for twenty-four (24) hours during any seven (7) days. The twenty-four (24) hour duty break must occur in domicile.
2. A Flight Attendant shall not be scheduled or rescheduled for more than a total of five (5) legs in any duty period, except that she/he may be scheduled or rescheduled to fly a sixth (6th) leg for the purpose of deadheading home.

**F. General**

1. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off, rest periods, vacation or leaves of absence. A Flight Attendant is required to inform the Company if she/he is not staying at the overnight crew hotel and must provide Crew Scheduling with a contact number of the location where she/he is staying.
2. Both Flight Attendants and the Company share responsibility for monitoring schedules to ensure the FARs and the Agreement are not violated. The parties understand that Flight Attendants will not use this paragraph to decline legal trips and that directives to fly such trips will be given by a member of Inflight management.
3. A Flight Attendant must inform Crew Scheduling of a change in telephone number by completing a Personal Update Form. To the extent the new telephone number is known by the Flight Attendant at least three (3) business days prior to the effective date of the change, Crew Scheduling must be made aware of this change by the Flight Attendant.

## **SECTION 7 SCHEDULING**

### **A. Union Scheduling Committee**

1. The Union Scheduling Committee shall act as the primary communication link between the Union and Crew Scheduling. The Union shall communicate all issues related to scheduling it wishes to raise with the Manager-Crew Scheduling or her/his designee. The MEC President, Grievance Chairperson or Scheduling Chairperson may request a meeting or call Crew Scheduling management as the need arises to make recommendations concerning scheduling policy or to discuss a specific issue.
2. The Company shall conduct training for all newly hired crew schedulers on the scheduling-related sections of the MEA-AFA Collective Bargaining Agreement. The Scheduling Committee chairperson shall be afforded an opportunity to review the curriculum and to speak to the trainees in the presence of Crew Scheduling management for fifteen (15) minutes.
3. The Company shall conduct training for crew schedulers after the ratification of any new agreement or sideletter that pertains to scheduling issues. The Company shall inform all crew schedulers of any precedent -setting Grievance or System Grievance Board award that pertains to scheduling issues.
4. The Company shall notify the Union of the schedule for the monthly pair building meetings. At least one member of the Committee will be removed from the schedule to attend those planning meetings, to offer input on pairing construction and be afforded the opportunity to build the lines at the Company's expense pursuant to Letter of Agreement # 5. The Company will give the utmost consideration to the Union's recommendations with the hope of being able to accept such recommendations. The MEC President shall notify the Company as to who from the Scheduling Committee will attend the meeting. The Scheduling Committee representative should be someone who has familiarized her/himself with the rules and parameters related to pairing and line building. Final responsibility for pairing, line building, and posting the bid shall rest solely with the Company.

### **B. Trip Pairing Construction**

1. The Company shall build all known flight segments into trips.
2. The Company will build pairings based on the requirements of the Company, including, but not limited to, marketing requirements, the size of the domicile, and other related factors. To the extent practicable, the Company will attempt to build a mixture of one (1) day and multiple day trip pairings in each domicile. However, the Company will not build trips that exceed four (4) days except for the following holiday periods:
  - a. Thanksgiving
  - b. Christmas
  - c. New Years
  - d. Memorial Day
  - e. July 4
3. To the extent possible, the Company will have no more than four (4) full service legs (breakfast, lunch and dinner) per duty period.
4. The Company will work with the Union to determine whether it is feasible to establish trips with block time in excess of eight (8) hours per duty period.
5. The Company will make reasonable efforts to minimize excessive scheduled "sit" times.
6. Upon completion of the pairings, the Company will provide them to the Scheduling Committee chairperson.
7. To the extent possible, the Company shall construct trips, with the exception of commuter trips, with consistent check-in times.

### **C. Line Construction**

Monthly schedules will contain regular, regular low-time, relief coverage, and reserve lines of time.

1. Regular Lines - (also known as "hard lines") are lines of time containing trip pairings and days off with no reserve duty. As many regular lines will be constructed as possible taking into consideration the number of relief and reserve lines that are necessary in accordance with the provisions of this Section. Regular Lines will be constructed with a minimum of seventy (70) hours and a maximum of eighty-eight (88) hours in accordance with the following:
  - a. No more than 20% (twenty percent) of the lines will be constructed with more than eighty-two (82) hours, exclusive of charter lines; and
  - b. Should the Company be in a severe short staffing situation due to circumstances beyond its control (i.e., significant increased number of leaves of absence, significant number of Flight Attendant resignations, etc.), in which the anticipated number of hours in open time is expected to exceed five hundred (500) hours in any given bid period, the Company will be exempt from the provisions of Paragraph C.1.a above for the duration of the "severe short staffing situation". If such a situation exists, the Company will contact the Union MEC President and MEC Scheduling Committee Chair prior to building the lines in order to discuss areas of concern.
2. Low-Time Lines - shall be constructed with a minimum thirty-five (35) hours and a maximum of fifty (50) hours. The Company will build as many low-time lines without reserve days as possible before building lines with reserve days. In no case, however, will a low-time line consist of more than fifty (50) percent reserve days. Between five (5%) percent and eight (8%) percent of the Flight Attendants at each base may be low-time lineholders.
3. Relief Coverage Lines -will be blank when posted in the initial bid package. Upon completion of the second round bid, coverage lines shall be built using the trips that fall out of lines due to conflicts and open time. Coverage and low-time lines shall have a minimum of two (2) days off in a row, except during the first five (5) days in a month and the last three (3) days of the month due to end of month transition conflicts. No more than half the month of a coverage line shall consist of Reserve days. Coverage lines shall be built with weekends off and without Reserve days, to the extent possible. The goal of the Company is to have all flying covered and no open time remaining after the coverage lines have been built. To the extent possible, trips in a coverage line will be similar (i.e., one-day trips, two-day trips, etc.). No more than ten percent (10%) of the lines in any base will consist of relief coverage lines.
4. Reserve Lines - will be constructed in accordance with Section 8, Reserves. The number of reserve lines will equal no less than the equivalent of fifteen percent (15%) of the regular lines at a base. However, it is understood that the reserve line percentage may be increased by the Company, as needed.
5. The Company may assign bid period conflict integration days ("CI" days) to lines of flying for the first four (4) days of the new bid period. The number of CI days shall be capped at no more than five (5) percent over the number of CI trips.
6. A Flight Attendant who is awarded a line of flying that has CI days scheduled during the first four (4) days of the new bid period may be assigned to a trip(s) on such CI days. In the event a Flight Attendant is not assigned a trip(s) on such CI days, such Flight Attendant will be off on such day(s).
7. A Flight Attendant who has been assigned a trip(s) on her/his scheduled CI days will be notified of such assignment on the final bid award.

#### **D. Bidding**

1. The bid package will be placed in each Flight Attendant's mailbox at her/his domicile no later than noon on the second Thursday of the month. It may also be available online. The bid package shall contain the trip pairings, line (including credit of line, block time and TAFB), hotel information, the names and dates of Flight Attendants scheduled for training and vacation and the dates and times the various bids will be posted and are due. A Flight Attendant may arrange to have her/his bid overnighted by providing the Company with a self-addressed, pre-paid mailing label and appropriately sized envelope at least twenty-four (24) hours in advance of the date the bids are to be published.
2. Round Bidding.

MKE based Flight Attendants will bid in a three (3) round system.

- a. The most senior fifty (50) percent of the MKE Flight Attendants shall bid in the first round. Those bids are due by 2300 on the Sunday following publication of the bids pursuant to Paragraph D.1, above.
- b. Round one awards shall be posted in each domicile by noon the day after they are due. Flight Attendants may also get round one (1) award information via Audix.
- c. The second fifty (50) percent of the MKE Flight Attendants shall bid in the second round. These bids are due by noon on the Wednesday after the first round awards are made. Second round shall be posted by 1800 that day.
- d. MKE Flight Attendants awarded a coverage line in either the first or second round bidding shall participate in the third round of bidding. The coverage line package shall be posted no later than 1200 on the following Monday after second round awards are made. Third round bids shall be due by noon on Wednesday.
- e. The final line awards shall be published and placed in each Flight Attendant's mailbox by noon on Thursday, following the third round bid.

### 3. Bidding General

- a. Flight Attendants returning to flying status may be required by the Company to provide a written release, pursuant to Section 13.C, Leaves of Absence, acceptable to the Company by the first day of the month preceding the bid month. In the event the Company questions the release, the matter will be resolved pursuant to Section 18, Medical Examinations. If the release indicates a Flight Attendant will be active for fifteen (15) or more days of the month, the Flight Attendant will be eligible to bid. A Flight Attendant who provides a release after the aforementioned date or who will be active for less than fifteen (15) days will not be eligible to bid.
- b. Flight Attendants who are not eligible to bid or who did not bid due to returning from a Leave of Absence will be handled as follows:
  1. A Flight Attendant who has the seniority to hold a bid line shall be constructed a line using open time and Flight Attendant trip drops, with prorated days off and with a prorated guarantee. If open time or trip drops are not available, reserve days may be assigned.
  2. A Flight Attendant who would have held a reserve line will be constructed a reserve line with prorated days off and with a prorated guarantee.
- c. Lines shall be awarded based on system seniority within each domicile.
- d. Bids may be submitted in the locked bid box in a Flight Attendant's respective domicile, faxed or emailed to the Company. Bids will not be accepted over the telephone. A Flight Attendant who faxes her/his bid should contact the Inflight office to verify receipt and legibility of the fax.
- e. A Flight Attendant who neglects to submit a bid on time or bids an insufficient number of lines will be assigned a line after all other bidders in that round have been awarded lines. Should there be two (2) or more Flight Attendants who neglect to bid in a round, remaining lines will be assigned by seniority. The most senior Flight Attendant who failed to bid will be assigned the first numerically unawarded line, the next most senior Flight Attendant who failed to bid will be assigned the next numerically unawarded line, and so on until all Flight Attendants have been awarded a line in that round.
- f. A Flight Attendant shall have twenty-four (24) hours from the time an award is posted to dispute the award. In the event that Crew Planning determines that an error occurred through no fault of the Flight Attendant, she/he will have a twenty-four (24) hour period to construct her/his own line from open time, prior to the coverage lines being built. Such Flight Attendant

shall be guaranteed a minimum of the same number of days off and credit time as the line she/he should have been awarded.

4. Bidding Responsibilities

Each Flight Attendant is responsible for knowing her/his monthly schedule, including schedule adjustments such as carry-in trips, trades, etc. If a Flight Attendant has questions regarding her/his schedule, she/he should contact an Inflight Supervisor. If the Inflight Supervisor cannot be reached, the Flight Attendant should call Crew Scheduling.

5. Management Flying

A member of Inflight management flying pursuant to Section 1, Recognition and Scope, shall not bid for a line of flying or a flight attendant vacation slot, but may, instead, pick-up open time trips that remain open after 5 p.m. the day prior to the trip being picked up.

**E. Bid Period Transition/Conflict Resolution**

1. Bid-to-bid integration/schedule adjustments (changes after bid award) will only be made in order to resolve scheduling conflicts due to the following:

Month to month integration  
Vacation  
Training  
Military Duty  
Staff Day

2. A Flight Attendant line containing a scheduling conflict that occurs due to integration items listed in E.1 above will be adjusted with a trip or Guaranteed Reserve.

3. Carry-in integration changes will be confined to the first four (4) days of the newly awarded bid month. If the current month has a pairing that runs into the newly awarded bid month, the current month's scheduled pairing will take precedence. If the overlap does not interfere with the FARs or the Agreement, no modification will take place. However, those flight segments in the current month will not be modified unless necessitated by changes in the marketing schedule.

4. Credit earned on pairings that are carried over from one month to the next will be credited to the month in which they are actually flown. Exception: When the last duty period of a pairing starts on the last day of a month and is scheduled to fly into the first day of the new month in which the duty period begins. An example of this would be a redeye type that starts on the last day of the month.

5. When the current month's scheduled trip pairing runs into the newly awarded month and into a scheduled day(s) off, additional day(s) off will be scheduled provided the Flight Attendant's final bid award will result in less days off than the guaranteed minimum number of days off. Such day(s) off will be rescheduled later that month. Preferences for this day(s) off must be submitted in writing or via e-mail or fax to Crew Planning no later than 1000 local time on the day following the preliminary bid award. Crew Planning will give priority to this request when preparing the final bid award; however, the Company may choose not to award the requested day off if the trip pairing involves duty on January 1, 2; July 3, 4, 5; Wednesday through Sunday surrounding Thanksgiving; or December 24, 25, 26, 31.

6. Military Duty

Whenever a Flight Attendant is required to perform military duty and she/he notifies her/his Inflight supervisor of the specific day(s) on which she/he is scheduled for military duty, she/he will have such trip pairing(s) removed from her/his schedule and deducted from her/his line value. The trip(s) may be split at the discretion of Crew Scheduling. If this reduction takes the monthly line value below the minimum monthly guarantee, that minimum monthly guarantee will be reduced by the amount of time the monthly line value falls below the guarantee.

7. Vacation Integration

Trips that conflict with a Flight Attendant's vacation will be dropped from her/his line. A Flight Attendant

may, at her/his option:

- a. Elect to split the trip and stay on that portion that falls outside her/his vacation;
- b. Be reassigned to another trip that covers the same days; or
- c. Do neither. Such a Flight Attendant who chooses not to split the trip or be reassigned will have her/his line award reduced by the number of hours that dropped outside the vacation block, except if the Flight Attendant has dropped a trip in accordance with Sub-section G, below.
- d. A minimum of twenty (20) credit hours will be dropped from a Flight Attendant's line per vacation block. Additionally, trip drops, if necessary, will be accomplished through Sub-section G, below.

#### 8. Training Integration

Training Integration will be made in accordance with the following:

- a. If a Flight Attendant is scheduled for a trip pairing conflicting with training, the Flight Attendant will be relieved from the trip pairing. If the trip pairing is scheduled for more days than is required for training, the Flight Attendant will complete the remainder of the trip pairing(s) or be assigned another trip on the same day(s) as the original trip, if available. If no trip is available, the Flight Attendant shall be placed on Guaranteed Reserve or released by Crew Scheduling.
- b. If a Flight Attendant is required to attend training on a scheduled day(s) off and, as a result, has less than the guaranteed minimum number of days off in the month, the day(s) off will be restored in the current month. Preferences for this day(s) off must be submitted in writing or via e-mail or faxed to Crew Planning no later than 1000 local time on the day following the preliminary bid award. Crew Planning will give priority to this request when preparing the final bid award; however, the Company may choose not to award the requested day off if the trip pairing involves duty on January 1, 2; July 3, 4, 5; Wednesday through Sunday surrounding Thanksgiving; or December 24, 25, 26, 31.

#### F. Open Time

1. A list of all available Open Time will be maintained, updated daily by 2200 and posted in each domicile. A Flight Attendant may access Open Time through the computer and online.
2. Trips in Open Time shall be available for Flight Attendants to pick up and trade in their respective domiciles.
3. A Flight Attendant requesting to drop a trip(s) shall have that trip(s) placed into Open Time.

#### G. Trip Trades /Drops

1. A Flight Attendant may trade or drop her/his trip in the following ways:
  - a. A Flight Attendant may trade her/his trip with another Flight Attendant, drop her/his trip into Open Time, or put in a trip drop request in accordance with this Scheduling Section (7.G).
  - b. A Flight Attendant may trade her/his Reserve day with another Flight Attendant, if adequate coverage exists. If a Flight Attendant trades her/his entire block of reserve days with another Flight Attendant, such trade shall be granted so long as it doesn't cause either Flight Attendant to exceed the limitations of the FARs or this Agreement.
  - c. A Flight Attendant may drop her/his Reserve Day into Open Time if: (1) adequate coverage exists; or (2) another Flight Attendant picks up the Day.
2. Trades Between Lineholders

A lineholding Flight Attendant may trade her/his trip, drop a trip, or pick up a trip from another

lineholder. These adjustments will be approved as long as the Flight Attendants are legal pursuant to the FARs and the Agreement. Split trip trades will be permitted in accordance with Appendix A of this Section.

3. Lineholder Trades with Uncovered Open Time

A lineholding Flight Attendant may trade her/his trip with open time in her/his domicile. This type of adjustment will be approved if the trip being picked up covers the same day(s) and is legal pursuant to the FARs and the Agreement. This type of trade will also be approved if the trade will not result in more than three (3) am and three (3) pm open trips per day in MKE, including the trip being dropped into Open Time. AM trips are defined as trips with a report prior to 1200 and PM trips are those with a report of 1200 or later. Nothing herein shall prevent the Company from approving additional trades, based on staffing.

4. Flight Attendants Picking Up from Open Time

A Flight Attendant may pick up a trip from Open Time. This adjustment will be approved if it is legal pursuant to the FARs and the Agreement. A Flight Attendant picking up uncovered Open Time will receive, at her/his option, pay for the trip or comp time. Comp Time will be accrued at the rate of 1 for 1 and will be used in accordance with Appendix B of this Section.

5. Lineholders Dropping a Trip into Open Time

a. A Flight Attendant may drop a trip into Open Time. To do so, she/he must submit a Schedule Change form to Crew Scheduling no later than twenty-four (24) hours prior to the trip's report time. The trip drop will be approved if there are no more than three (3) am and three (3) pm open trips per day in MKE. This includes the trip being dropped into Open Time. AM trips are defined as trips with a report prior to 1200 and PM trips are those with a report of 1200 or later. Nothing herein shall preclude the Company from approving additional drops into Open Time, based on staffing.

b. A Flight Attendant whose trip drop request is denied pursuant to the paragraph above shall have her/his trip remain in Open Time for other Flight Attendants to pick up until 5 p.m. the day prior to the trip. If it is not picked up, it shall remain the responsibility of the Flight Attendant.

6. The Company may use Open Time or trip drop requests to build a partial line for Flight Attendants who have returned from a Leave of Absence or for training purposes.

7. Reserve Trades

Upon request, the Company will provide the daily minimum reserves needed to the Chairperson of the Scheduling Committee. However, the Company retains the right to adjust the reserve numbers based on operational needs, marketing requirements and holiday planning.

8. Submitting Adjust Forms

To make an adjustment to her/his line, a Flight Attendant shall submit a Schedule Change form to Crew Scheduling no later than twenty-four (24) hours prior to the earliest trip's check-in.

9. All trades and drops will be processed within twelve (12) hours after they are submitted, to the extent possible, but in no event later than twenty-four (24) hours after they are submitted. However, trip trades or drops involving the last six (6) days of the month may not be processed during the time period between the close of the monthly bid and the completion of the integration process. A Flight Attendant may call Crew Scheduling to determine the outcome of her/his trade or drop.

10. A trade or drop will not be denied, except as provided in this subsection G. Denials will be made on the form, stating the reason(s) for the denial, and returned to the Flight Attendant no later than twenty-four (24) hours after submission of the trip trade/drop request by the Flight Attendant. Denied requests will automatically be re-evaluated each day thereafter up to and including the day prior to the trip in question.

11. All trades and drops must be legal pursuant to the Agreement and the FARs. Requests to pick up or

trade will be denied if the requested trip would cause the Flight Attendant to have less than twenty-five (25) consecutive hours off in seven (7) days. Flight Attendants must have a minimum of ten (10) hours rest from the release time, which may be reduced pursuant to Section 6, Hours of Service.

12. Except as provided for in (G)(13) below, there is no cap on the number of hours a Flight Attendant may gain through pick-ups or trades. Conversely, a Flight Attendant may drop down to a minimum of 37.5 credit hours by placing trip drop requests in open time, or through personal trades with Flight Attendants, or in accordance with this paragraph (G). Trip drop requests placed in open time will be highlighted on the open time list and will remain the responsibility of the Flight Attendant who wishes to drop her/his trip(s). Flight Attendants who drop below the minimum bid period guarantee will have their guarantee reduced by the number of credit hours dropped.
13. A Flight Attendant awarded a low-time line may pick up additional credit hours up to the minimum bid period guarantee.
14. Trades between multiple Flight Attendants are permitted.
15. A trip must be dropped in its entirety. Partial trips cannot be dropped.
16. When two or more Flight Attendants submit a trade form at the same time, seniority will govern.
17. The Company will provide an electronic method for requesting, dropping and trading trips for use by Flight Attendants.
18. Adjustments will be processed on a first come, first serve basis.
19. A Flight Attendant is responsible for confirming any trip changes as a result of trades, pick-ups or drops. Upon an adjustment being processed, a Flight Attendant is responsible for her/his adjusted schedule.
20. The Company may make available, during the month, additional reserve days for both lineholders and reserve Flight Attendants to pick up.
21. All trades and drops between Flight Attendants will be approved as long as the Flight Attendants are legal pursuant to the Agreement and the FARs. Trades and drops for reserves will be based on reserve availability.
22. Flight Attendants requesting trades that result in hotel room cancellations must note afternoon or evening room to be canceled, city, and specific day in the "remarks" section of the Inflight Schedule Change Form.

#### **H. Company Adjustment of Trips**

1. Reassignment (Otherwise known as Reroute/Resequence/Reschedule)

To protect the integrity of the schedule, the Company may reassign a Flight Attendant's trip by adding or deleting flights or reassigning a Flight Attendant to a different flight(s). Such Flight Attendant shall be guaranteed the greater of the originally scheduled trip or the reassigned trip, and shall be returned to her/his originally scheduled trip as soon as possible. A change in flight number but not city pairing does not constitute a reassignment. A Flight Attendant who was not originally scheduled for a "red-eye" flight shall not be reassigned to a "red-eye" flight (a flight which is scheduled with a flight segment between the hours of 2400 and 0500).

- a. In Domicile-A Flight Attendant may be reassigned to alternate flights while in domicile provided the Flight Attendant may not be reassigned to a trip that is scheduled to return her/him to the domicile more than four (4) hours later than the originally scheduled trip's release time. The assignment must be for the same day(s) originally scheduled. If the reassigned trip reports earlier than the originally scheduled trip, the Flight Attendant is not required to report more than two (2) hours earlier than the scheduled report time of the original trip pairing.
- b. Out of Domicile - A Flight Attendant may be reassigned to alternate flights while out of

domicile provided the Flight Attendant shall be scheduled to return on or before four (4) hours later than the last day of the originally scheduled trip.

- c. If the Flight Attendant is assigned or accepts a trip of less credit value than the originally scheduled trip and which covers fewer days than the originally scheduled trip, then she/he will be placed on Guaranteed Reserve for those days not covered by the newly assigned or accepted trip.
- d. If the Flight Attendant is assigned or accepts a trip of equal or more credit value than the originally scheduled trip, and which covers fewer days than the originally scheduled trip, then she/he will not be assigned to Reserve for those days not covered by the assigned or accepted trip.
- e. The Flight Attendant will be guaranteed pay and credit for the originally scheduled trip or trip actually flown, whichever is greater.
- f. At the Flight Attendant's request, Crew Scheduling, at its discretion, may release her from Guaranteed Reserve without pay and credit if there is adequate staffing. If Crew Scheduling determines that it will be unable to utilize a Flight Attendant on the status of Reserve, she/he may be released with pay and credit.
- g. A Flight Attendant will be notified of a reassignment as soon as the information may practically be transmitted to the Flight Attendant.

## 2. Extensions

The Company may extend the duty day of a Flight Attendant who is currently on a trip provided the extension originates at the Flight Attendant's domicile at the conclusion of her/his trip, the Flight Attendant's duty day is not scheduled to extend beyond four (4) hours from her/his originally scheduled release time, and she/he is scheduled to return to her/his domicile on the same calendar day. Flight Attendants will be extended in inverse seniority order provided they are available thirty (30) minutes prior to the scheduled departure of the extended flight. A Flight Attendant may choose to go beyond four (4) hours and shall be paid one and a half times (1½) for all hours beyond four (4).

## 3. Volunteer Fly (VF)/Critical Coverage

- a. Flight Attendants may request additional flying on their days off through Volunteer Fly. The VF list shall be used at Company discretion when staffing is critical.
- b. Flight Attendants on the VF list will be called in seniority order, with the exception of Flight Attendants with conflicts who shall be bypassed. Acceptance of VF shall be at the Flight Attendant's option.
- c. The Company may, at its discretion, declare critical coverage days based on reserve staffing and the amount of open time. Flight Attendants who pick up trips on critical coverage days shall be paid in accordance with Section 3.P, Compensation.
- d. Volunteer Fly (VF)/Critical Coverage shall be paid in accordance with the provisions of Section 3.P, Compensation.

## 4. Junior Assignments (JA)

In accordance with the Order of Assignments provisions in sub-section H.5, below, the Company may assign uncovered trips in reverse seniority order. No Flight Attendant may be Junior Assigned until May 1, 2003. JA'd trips will be paid in accordance with the provisions of Section 3.F, Compensation.

- a. Flight Attendants will not be JA'd before 1900 the day prior to the trip.
- b. A Flight Attendant may only be JA'd through positive contact at her/his designated telephone/pager contact numbers or while on-duty. The Company shall provide the MEC President or Scheduling Committee Chair with a copy of the JA log within twenty-four (24) hours of the JA, noting any individual(s) who was notified of her/his JA while at work.

- c. Once a Flight Attendant is JA'd for a trip, it shall be her/his responsibility to cover the trip. Notwithstanding the provisions of Subsection G, the trip may be traded with or dropped to another Flight Attendant at JA pay.
- d. Flight Attendants can refuse a JA in the following situations:
  - i. Golden Days;
  - ii. On vacation (including the day(s) off immediately preceding and following the day(s) of vacation);
  - iii. On leaves of absence; or
  - iv. Pursuant to Section 6, Hours of Service, Paragraph A, if the JA causes the Flight Attendant's line to be projected over ninety (90) credit hours and there is no trip(s) or segment(s) occurring after the JA which could be dropped to bring her/his line projection to or below ninety (90) hours. If a trip is dropped in order to comply with the ninety (90) credit hour cap, Crew Scheduling and the Flight Attendant will discuss which trip(s) to drop in an attempt to reach a mutual agreement. If the parties cannot mutually agree to a trip(s) which is to be dropped, Crew Scheduling will drop a trip(s) within the same bid period, if at all possible, or no later than the following bid period which is adjacent to a block of days off.
- e. A Flight Attendant will not be Junior Assigned more than two (2) times in a bid period, or seven (7) times in a rolling year. A Flight Attendant will not be Junior Assigned to sit reserve or Field Standby Reserve. A Flight Attendant who is Junior Assigned shall be returned to her/his domicile the day following the commencement of the Junior Assigned trip.
- f. A Flight Attendant who is Junior Assigned causing her/him to receive less than the minimum number of days off in a month shall have her/his day(s) off made up in order to bring her/him up to the minimum number of days off called for in this Agreement and shall be pay-protected for any trip(s) which are dropped.

If a trip is dropped in order to comply with the minimum number of days off, Crew Scheduling and the Flight Attendant will discuss which trip(s) to drop in an attempt to reach a mutual agreement. If the parties cannot mutually agree to a trip(s) which is to be dropped, Crew Scheduling will drop a trip(s) within the same bid period, if at all possible, or no later than the following bid period which is adjacent to a block of days off.

- g. The Company will maintain a Junior Assignment log for no less than ninety (90) days which will include the following information:
  - i. The name and contact number of the person contacted or which management attempted to contact, noting the status of the individual pursuant to H.5 below;
  - ii. The date and time the call was made; and
  - iii. The result of the call.

This log will be made available to the Union for review, upon request, and will be maintained through the grievance and system board procedure, if applicable.

- h. If the Junior Assignment trip interferes with the Flight Attendant's next scheduled trip, she/he shall be pay-protected for the trip or portion thereof which was in conflict. This pay-protection is in addition to the Junior Assignment pay the Flight Attendant receives for working the Junior Assigned trip.

## 5. Order of Assignment

When it is necessary to assign trips and/or segments to prevent flight cancellations, Crew Scheduling shall assign Flight Attendants in the following order:

- a. A Flight Attendant on Guaranteed Reserve, if available without causing an undue delay of the flight;
- b. A regular Reserve Flight Attendant in domicile;
- c. Volunteer Flying/Critical Coverage (offered to all of the available and legal Flight Attendants on the list who are legal to fly in order of seniority);
- d. Charter Reserves in accordance with Section 10, Charters;
- e. All legal and available out-of-domicile Reserve Flight Attendants, provided the use of such Reserves shall not result in the number of Reserves falling below the equivalent of one crew per reserve availability period (RAP);
- f. Junior assigned in domicile reserves, based on order of availability and in inverse order of seniority;
- g. Junior assigned out of domicile reserves, who are legal and available, provided the use of such Reserves shall not result in the number of Reserves falling below the equivalent of one crew per reserve availability period (RAP);
- h. Junior assigned in domicile lineholding Flight Attendants in inverse seniority order;
- i. Junior assigned out of domicile lineholding Flight Attendants in inverse order of seniority;
- j. Management/Supervisory Flight Attendants.

Note: For purposes of this Section, available out of domicile Flight Attendants and Reserve Flight Attendants is meant to include those Flight Attendants who could be deadheaded to the flight with enough time to arrive for a normal report time prior to the trip's departure.

#### 6. Irregular Operations

A Flight Attendant who is prevented from returning to her/his domicile as a result of a weather or mechanical problem may, at the Company's option, be returned to the domicile on the next available Company flight, be required to remain with the aircraft for the purpose of working the flight to the domicile, or be deadheaded home on another carrier.

- a. If the Flight Attendant was scheduled for duty on the day that she/he returns to the domicile after an unscheduled overnight, she/he shall be given at least three (3) hours, but no more than five (5) hours, to return home and prepare for that day's assignment, or sit Guaranteed Reserve. The Flight Attendant shall be paid and credited for the trip credit missed due to this provision.
- b. If a Flight Attendant was not scheduled for duty on the day following an unscheduled overnight, she/he shall be immediately released from duty upon returning to the domicile, and shall be paid two (2) for one (1) from midnight to check-out on the originally scheduled day off.

#### 7. Equipment Substitution/Downgrade

If, as a result of an aircraft downgrade, Crew Scheduling determines that a member of the crew is no longer needed on the aircraft, the most senior Flight Attendant will have the option of removing herself from the trip. If she/he elects to remain with the trip, the next most senior Flight Attendant will choose if she/he wants to be removed from the trip. The Flight Attendant being removed will remain at the airport for two (2) hours awaiting reassignment. If no reassignment has been made within two (2) hours, then the Flight Attendant shall be released by Crew Scheduling. At Crew Scheduling's sole discretion, the Flight Attendant may be released prior to the two (2) hours, based on operational need. Such Flight Attendant will be paid and credited for the greater of the actual rescheduled trip flown or the original scheduled trip.

#### 8. Guaranteed Reserve

- a. A Flight Attendant whose trip has been cancelled will be placed on Guaranteed Reserve (GR).
- b. A Flight Attendant on GR will be required to call Crew Scheduling after 1600 on the day prior to the original trip's scheduled report and after 1600 on every day she/he was scheduled for the trip, except for the last day of the trip. If, at the time of the Flight Attendant's call, no trip has been assigned, she/he will be released from GR for the following day.
- c. All trips assigned to a GR Flight Attendant must report no earlier than the original trip's scheduled report and be released no later than the original trip's scheduled release time, provided, however, that GR Flight Attendants may be reassigned in accordance with Paragraph (H)(l), above.
- d. In lieu of sitting GR, the Flight Attendant may elect to pick up a trip from Company Open Time covering the same day(s) as the original trip and with equal or greater credit value as the original trip. This election must be made through Crew Scheduling no later than 0500 the day prior to the trip's departure. If the Flight Attendant can recoup the lost credit time in fewer days, she/he will not be required to sit GR on the remaining day(s).
- e. Pay and Credit for Guaranteed Reserve is as follows:
  - i. If the Flight Attendant is assigned or accepts a trip(s) of greater credit value than the originally scheduled trip, she/he will receive the rescheduled trip credit.
  - ii. If the Flight Attendant is assigned or accepts a trip(s) of less credit value than the originally scheduled trip and sits GR on day(s) not covered by rescheduled trips(s), she/he will be guaranteed the originally scheduled trip credit.
  - iii. If the Flight Attendant sits GR on the day(s) covered by the originally scheduled trip, she/he will be guaranteed the original trip credit.
  - iv. If the Flight Attendant is released from GR at her/his request, she/he will not be guaranteed the original trip credit but will receive actual trip credit for any trip(s) accepted by or assigned to her/him.

**I. Low Time Lines**

- 1. Low-time lineholders shall receive and be entitled to participate in all of the benefits offered by the Company to all other regular lineholding Flight Attendants, including, but not limited to: sick leave accrual and usage, vacation, and insurance.
- 2. Low-time status will be awarded quarterly and based on domicile seniority. The low-time quarters shall be January 1 through the end of March, April 1 through the end of June, July 1 through the end of September, and October 1 through the end of December.
- 3. Bids for low-time status shall be published on the first day of the two (2) months prior to the quarters. The bids are due on the fifth (5<sup>th</sup>) of the month and shall be posted by the last day of the month. (Example, the bid for the July quarter shall be published on May first (1<sup>st</sup>) and bids are due on the fifteenth (15<sup>th</sup>). The award for the July quarter shall be posted on May 31).
- 4. Low-time lineholders will bid in the third round.

**J. Flight Attendant Positions**

Positions on the aircraft shall be determined by seniority prior to the first flight of the duty period. Flight Attendants joining the crew after the first flight of the day shall take the open position.

**K. Deadheading**

- 1. When alternate transportation is not available, Flight Attendants shall be required to surface deadhead with passengers. Flight attendants will not be required to drive a vehicle

when surface deadheading.

2. All deadheading Flight Attendants with scheduled deadheads will be provided with positive space passes.
3. If a Flight Attendant jumpseat is available, a deadheading Flight Attendant shall give up her/his seat in the cabin, in inverse order of seniority, if occupying such seat will result in a denied boarding of a revenue passenger or other positive space passenger who is not eligible to occupy a cockpit or cabin jumpseat.
4. Flight Attendants may be upgraded from deadhead status to working status in inverse order of seniority and based on that individual Flight Attendant's legality at the discretion of Crew Scheduling. All deadheading upgrades will be documented and reported to the Union at the end of each bid period.
5. Except for Reserves, Flight Attendants will be automatically released when returning from a tailend deadhead.
6. With the prior approval of Crew Scheduling, a Flight Attendant scheduled to deadhead on the last leg of her/his trip may elect to take a flight other than the originally scheduled flight. Such Flight Attendant shall receive a free space available pass on the substituted flight. A Flight Attendant who elects to return to the domicile at a different time or to a city other than the domicile shall be credited as if she/he returned to the domicile on the originally scheduled deadhead.
7. A Flight Attendant shall be required to wear her/his uniform while deadheading.
8. With the prior approval of Crew Scheduling, a Flight Attendant with a front end deadhead may elect to forgo the deadhead and report straight to the city where the first live leg is scheduled to depart. The report time will be forty-five (45) minutes prior to the first live leg. A Flight Attendant given permission to forgo her/his scheduled front end deadhead bears responsibility for transportation to the first live leg city. Such Flight Attendant will receive credit for the scheduled deadhead and a free online Space Available pass.
9. Except as provided for below, a Flight Attendant who becomes sick or incapacitated on a trip, at other than her/his domicile, shall be provided with a free online positive space transportation on the first available Company flight to her/his home, provided it is an MEA city, and she/he is suitable to travel. If placing such Flight Attendant on the first available flight results in the bumping of revenue passenger(s), she/he may be placed on a later flight unless the Flight Attendant's injury/illness would be worsened by a delay in her/his return. The Company shall pay the cost of a hotel room, if needed, for a Flight Attendant who is delayed in returning home pursuant to this subparagraph.
10. The Company will require Flight Attendants to deadhead only on certified FAR Part 121 air carriers except where transportation by surface means is provided or otherwise authorized, unless the Flight Attendant agrees to the alternate transportation.

#### **L. Conversations with Crew Scheduling**

1. The Company shall try to minimize telephone contact with Flight Attendants during scheduled rest periods, except when the call deals with a Company-related scheduling emergency, including a change in the Flight Attendant's next assignment, a new assignment within twenty-four (24) hours, a call for volunteer flying, or in the case of a junior assignment. However, telephone communication to a Flight Attendant does not constitute an interruption of rest.
2. When calling a Flight Attendant, Crew Scheduling employees must identify themselves by Company and department to the person answering the phone.
3. Crew scheduling employees will not make pay interpretations, issue or threaten discipline.
4. Flight Attendant phone numbers and schedule information will not be given out by Crew Scheduling. However, AFA emergency numbers, as provided by the Union, will be made available to Flight Attendants upon request.

**M. General**

1. In the event a double assignment is made, the senior Flight Attendant will be offered the choice of being removed from the trip with pay and credit. In the event another assignment is available within two (2) hours, and it is scheduled to end within four (4) hours of the original trip's release time, the Flight Attendant not taking the trip will be assigned such trip. Otherwise, the Flight Attendant shall be released with pay and credit. She/he will be paid the greater of the originally scheduled trip or what was actually flown.
2. Domiciles with more than one hundred fifty (150) Flight Attendants shall have a three (3) round bid.
3. There will be no part time upgradeable program or its equivalent.

## **Appendix A - Split Trip Trades**

Split Trip Trades may only be requested for trades between Flight Attendants, not trades with open time, etc. Trips may be split using the following guidelines:

1. If a trip is split, it is the responsibility of the person flying the first part of the trip to be sure the second part is covered.
2. The Flight Attendant who flies the first part of the trip must remain on duty and cannot leave until her/his replacement arrives.
3. If the replacement Flight Attendant does not show, the Flight Attendant who flew the first segment of the trip must fly the second part and complete the trip.
4. Check-in time which has been "split" is one hour prior to the departure of each segment.
5. Any travel which must be done due to splitting a trip is considered personal and is the sole responsibility of the crew member(s) involved in the "split." The crewmember is responsible for making arrangements for such travel. This includes travel to or from the crewmember's domicile. This is not considered transportation required by the Company; therefore, "deadheading" passes or rental cars will not be offered.
6. Trips can only be split one time per trip pairing.

## **Appendix B – Comp Time**

1. Comp time may be accrued pursuant to Section G.4, Scheduling. The Flight Attendant requesting open time shall indicate, on her/his request, whether she/he is electing comp time or pay for performing the open time trip.
2. The accrued and unused comp time of a Flight Attendant shall carryover from year to year and shall not have an expiration date.
3. A Flight Attendant may withdraw her/his comp time bank amount, or any portion thereof, at any time, and receive a cash payout minus appropriate payroll deductions. Withdrawal requests will be paid out on their first paycheck of the month if received by the sixteenth (16<sup>th</sup>) of the prior month. Withdrawal requests will be paid out on the second paycheck of the month if received by the fifteenth (15<sup>th</sup>) of that month.

## **SECTION 8 RESERVE**

### **A. Reserve Lines**

1. A Reserve bid line shall be scheduled for eleven (11) days off in a thirty (30) day month and twelve (12) days off in a thirty-one (31) day month.
  - a. Reserve days, Moveable Days and Golden days off will be designated in Reserve Lines in the bid package.
  - b. Three (3) days off in each Reserve Line may be designated by the Company as Moveable Days. Moveable Days can be changed by the Company only by positive contact with the Flight Attendant at least forty-eight (48) hours in advance. Once a Moveable Day is changed, it becomes a Golden Day and must be adjacent to another day off unless otherwise mutually agreed upon by the Flight Attendant and Crew Scheduling.
  - c. The remainder of the days off in a month shall be considered Golden Days and may not be moved unless the Flight Attendant voluntarily accepts an assignment or picks up an open time trip.
2. A Reserve bid line will not be scheduled with more than six (6) days of reserve in a row.
3. Days off in a reserve bid line will be in blocks of not less than two (2) days. There will be one block of at least three (3) days. The three-day block will be Golden days. The Company will work with the Union Scheduling Committee on a monthly basis to try and schedule one block of at least four (4) days instead of one block of three (3) days.
4. Some Reserve lines will have weekends off, in accordance with operational necessity.

### **B. Shifts, Call Outs, Assignments and Field Standby Reserve**

1. Shifts
  - a. Reserve Availability Periods, including Field Standby Reserve Availability Periods, will be identified and designated in the bid package and shall not be changed during a bid period. When a new base is opened, Reserve Availability Periods shall be published prior to the start of revenue service. The Company will not split Reserve Availability Periods.
  - b. Reserve Availability Periods will not be greater than eight (8) hours for any Flight Attendant on the seniority list as of the date of signing. This provision will remain in effect for a period of twenty-four (24) months or when the most junior Flight Attendant on the seniority list as of the date of signing is eligible to hold a regular or coverage bidline, whichever is sooner. At that time, reserve shifts will not be greater than twelve (12) hours. For all Flight Attendants hired on or after the date of signing, the reserve shift will not be greater than twelve (12) hours.
  - c. Crew Scheduling may determine that it is necessary to change a Flight Attendant's Reserve Availability Period. Flight Attendants affected will be notified of the change by the end of the Flight Attendant's previous day's availability period. In such cases, the Flight Attendant must have no less than nine (9) hours of actual rest immediately preceding and following the changed availability period. In no case, however, can the availability period for the first day of a block of reserve days be changed without the Flight Attendant's consent.
  - d. The Company will notify and assign a Flight Attendant to a trip or Field Standby Reserve which reports within that Flight Attendant's applicable Reserve Availability Period.
2. Call Out
  - a. A Reserve Flight Attendant must be available to be contacted by Crew Scheduling during the times indicated on the bid package for her/his shift. While on reserve, the Flight Attendant must be at a location that allows her/him to report to the designated report area no later than one (1) hour after being contacted by Crew Scheduling. The call-out period shall increase

to two (2) hours on May 1, 2003.

- b. A Reserve Flight Attendant must be at the phone contact or on a pager number provided to Crew Scheduling at all times during her/his reserve shift. When using a pager, a Flight Attendant must contact Crew Scheduling within ten (10) minutes of receiving a page. Flight Attendants must be available to report to Crew Scheduling within the required call out period noted in subparagraph a above of Crew Scheduling placing the page. It is the responsibility of the Flight Attendant to make certain that the pager is in working order at all times. The Company will attempt at least two (2) different numbers given to it by the Flight Attendant as contact/pager numbers.
- c. When an assignment is given to a Reserve Flight Attendant, Crew Scheduling will identify the published pairing number. If it is an unpublished trip pairing, the Flight Attendant will be notified of the entire trip pairing, including: routing, duty time, trip number(s), aircraft type(s), report time, and release time. Notification of a trip pairing does not relieve the Flight Attendant of the responsibility to contact Crew Scheduling after completion of her/his trip pursuant to subparagraph C below. If the layover hotel is different from the regular layover hotel, the Flight Attendant will also be notified of the contact number and any special transportation arrangements.
- d. A Reserve Flight Attendant is not required to remain contactable after she/he has been assigned a trip or Field Standby. However, the Reserve Flight Attendant may contact Crew Scheduling prior to leaving for the airport to check on the status of her/his assignment or Crew Scheduling may attempt to contact the Flight Attendant to inform her/him of a cancellation or rescheduled assignment. When covering a morning trip or being assigned A.M. Field Reserve, Crew Scheduling may attempt to contact the Flight Attendant the night before, even if the Flight Attendant is not on reserve at that time.

### 3. Assignments

- a. By 1800 daily, Crew Scheduling will have assigned open trips to Reserve Flight Attendants for the following day. Trips will not be assigned to a Reserve more than twenty-four (24) hours in advance of the trip's report time. Trips that become open for the next day after 1800 may be assigned at any time. Crew Scheduling will post the next day's Reserve assignments via telephone tape no later than 2000 each day. A Reserve Flight Attendant who finds out she/he has been assigned a trip for the next day may contact Crew Scheduling to confirm and verify the trip. Crew Scheduling shall call to notify a Flight Attendant of her/his Reserve assignment if she/he has not verified an assignment prior to the beginning of her/his Reserve shift.
- b. Crew Scheduling will assign trips to Reserve Flight Attendants in the following order:
  - i. Days of availability on Reserve;
  - ii. Least number of credited hours for the month;
  - iii. If days of availability and credit hours are the same, first in and first out (FIFO) will apply.

*Example: First, Crew Scheduling will look at the report time of an assignment when making the determination as to who shall fly the trip. If there are two Flight Attendants on the Reserve shift in which the trip is scheduled to check-in, the trip will be given to the person whose days of availability match the trip. If there are two Flight Attendants whose days of availability match the trip, it will be given to the Flight Attendant with the least amount of credit time for the month. If days of availability and credit hours are the same, first in, first out will apply.*

- c. If a Flight Attendant is assigned to duty on a Moveable Day(s) pursuant to the reserve assignment provisions of this Section, the day(s) off will be rescheduled as Golden Day(s) at the time of assignment to another time in the bid period mutually agreed upon between the Flight Attendant and Crew Scheduling. If the Flight Attendant has no more days of availability in the bid period to be converted to a Golden Day(s) (i.e., Moveable Days), or if Crew Scheduling and the Flight Attendant cannot reach mutual agreement on another day(s) off within the same bid period, the Flight Attendant shall receive a Golden day off by the end of the next bid period. The selection of the day(s) shall be adjacent to another day off unless mutually agreed upon by the Flight Attendant and Crew Scheduling.

- d. The Company may not schedule, reschedule/reassign, or extend a Reserve Flight Attendant to exceed ninety (90) credit hours per month. Credit time may only exceed ninety (90) credit hours when a Flight Attendant has increased her/his time through personal trip schedule adjustments.
  - i. Reserve days not flown will not be credited toward the ninety (90) hour cap, except as provided for in subsection B.4 below.
  - ii. Open flying, including volunteer flying, picked up by a Reserve Flight Attendant on her/his scheduled day(s) off shall not count toward the credit hour cap.
  - iii. Upon reaching the credit hour cap, except as provided for in d (i) and (ii) above, the Reserve Flight Attendant will have the option to be released from all remaining Reserve shifts for the month.
- e. In the event there are no Reserve Flight Attendants available to complete a multi-day trip, Crew Scheduling may assign that portion of the trip for which a Reserve is available, provided she/he is released in accordance with the provisions of this Section and the reassignment/resequence and extension provisions of Section 7, Scheduling.

#### 4. Field Standby Reserves

- a. Field Standby Reserves will be assigned to Reserve Flight Attendants on an equitable basis, pursuant to (B)(4)(d) below. The Company will establish monthly A.M. and P.M. field standby windows. These windows will be published in the bid package.
- b. A Field Standby Reserve is a Reserve Flight Attendant who is required to report to the airport without a specific assignment. A Flight Attendant may not be required to serve as a Field Standby Reserve until May 1, 2003. Field Standby Reserves may be utilized to perform the following duties: augment existing Flight Attendant crew based on passenger loads; deadhead to field locations to cover sick calls or augment existing Flight Attendants; assist in the boarding of passengers (either on board or by pulling tickets at the entrance to the jetway) to cover for a Flight Attendant assigned to work that flight (i.e., a late arriving Flight Attendant); or cover for Flight Attendants who are not available for their flight for any reason.
- c. Duty time for a Field Standby Reserve begins at scheduled or actual report time, whichever is later. A Field Standby Reserve must be released after six (6) hours or be assigned a trip which has a report time beginning within one (1) hour of his/her release. For the purposes of this Agreement, all of the time a Flight Attendant spends on standby reserve shall count toward the ninety (90) hour cap mentioned in (B)(3)(d) above.
- d. Reserve Flight Attendants will be assigned to Field Standby duty based on need and availability beginning with Flight Attendants who have a minimum of two (2) days of availability. Reserve Flight Attendants with one day of availability will only be called to the airport if there are not an adequate number of multiple-day Reserve Flight Attendants available for reserve assignments and/or Field Standby Reserve.
- e. Prior to release, a Field Standby Reserve may be assigned any trip he/she is legal to fly, in accordance with the provisions of this Agreement and the applicable FARs, so long as the trip does not interfere with his/her Golden Days or Vacation, unless such Flight Attendant voluntarily chooses to accept the trip.
- f. A Field Standby Reserve must contact Crew Scheduling upon completion of her/his Field Standby shift. A Field Standby Reserve who has not received an assignment in accordance with subsection (B)(4)(c) above will be released for domicile rest in accordance with Section 6, Hours of Service, Paragraph (C)(2)(a), and will be notified of the time she/he is eligible to be called for the following reserve shift.
- g. Pay and Credit for Field Standby Reserve duty is one (1) for two (2) until report time for an assigned trip or until release. In any case, however, a Field Standby Reserve shall be paid and credited with no less than three (3) hours. This pay and credit is in addition to any other pay he/she is entitled as a result of this Agreement, including any trip assignment.

- h. The Company shall provide a clean, comfortable, quiet, secure, and otherwise suitable facility conducive to providing relaxation for the use of Flight Attendants covered by this Agreement which is of adequate size to accommodate, at the very least, all of the Flight Attendants which could be assigned as Field Standby Reserve at any one time. This room must be located in reasonable proximity to the crew room, except that the Company may, instead, provide same-sex "day" rooms at a nearby hotel.

**C. Reassignments (otherwise known as Reroute/Resequence/Reschedule) and Additional Assignments/Extensions**

- 1. At the completion of her/his assignment (including a cancelled trip) and prior to leaving the airport, a Reserve Flight Attendant must contact Crew Scheduling. Upon contact by the Flight Attendant, the Company will either:
  - a. Release the Flight Attendant until her/his next duty period; or
  - b. Place her/him on Field Standby Reserve for a period of up to two (2) hours at which time she/he may be given a trip that is scheduled to depart up to three (3) hours after completion of her/his original assignment.
- 2. The provisions of Section 7.H.6.b (Scheduling, Irregular Operations) apply to all days off.

**D. General**

- 1. A Reserve Flight Attendant not assigned to duty may be released by 1900 local time on the last day of her/his reserve sequence, subject to operational requirements.
- 2. All assignments given to Reserve Flight Attendants must be in accordance with the Agreement and the FARs.
- 3. A Reserve Flight Attendant may sign up on the Volunteer Fly List to make herself available to work on her/his Golden Day(s).
- 4. A Reserve Flight Attendant who is sick must call in as far in advance as possible, prior to the commencement of reserve duty.
- 5. When a reserve Flight Attendant works a trip that extends into the next day (e.g., red-eyes), the Flight Attendant should confirm with Crew Scheduling what time she/he is eligible to be called for the following reserve shift.
- 6. Crew Scheduling will maintain a log with the following information, kept on a daily basis, for no less than 180 days following the date in question or until a system board proceeding has been exhausted, if applicable, whichever is later:
  - a. number, names, and employee ID numbers of each Flight Attendant on each Reserve shift;
  - b. days of availability for each Reserve Flight Attendant;
  - c. number of hours credited to each Flight Attendant for the month (as of that date);
  - d. the assignments given to each Reserve Flight Attendant; and
  - e. a list of open pairings.

Upon written request, the Union will be afforded the opportunity to view specific day(s) (i.e., must give the Company estimated time (A.M. or P.M.) within the day or days in the book).

**SECTION 9**  
**TEMPORARY DUTY (TDY)**

- A. A TDY assignment is an assignment to perform inflight duties at a location other than a Flight Attendant's domicile.
- B. The Company shall advise the MEC/LEC President of the nature of a TDY prior to the bid being posted.
- C. The bid shall contain all pertinent information about the assignment. A TDY bid shall be posted for a minimum of seven (7) days and shall be awarded in system seniority order, unless it creates a staffing shortage as determined by the Company. If the Company determines the award would cause a domicile to be short staffed, the Company shall offer as many TDYs as possible in that domicile without causing short staffing based on system seniority before filling the bid with Flight Attendants from another domicile.
- D. The award shall be made no less than seven (7) days prior to the beginning of the assignment. Unbid TDY vacancies shall be filled in inverse seniority order.
- E. A TDY assignment shall be for one bid month or less. The Company and a Flight Attendant may agree to an extension not to exceed thirty-one (31) days.
- F. Lodging and expenses shall be provided in accordance with Section 4, Lodging and Expenses.
- G. The Company shall provide deadhead transportation to and from the TDY assignment. Flight Attendants traveling "on line" to initiate or terminate each temporary vacancy will be provided a seat in the passenger cabin except that the Company may require a Flight Attendant to occupy a cabin jumpseat if her/his occupying a cabin seat would result in a denied boarding of a revenue passenger or other positive space passenger who is not eligible to occupy a cabin jumpseat.

## SECTION 10 CHARTERS

### A. Charter

1. The Company may choose to staff charter flights with Dedicated Charter Flight Attendants (DCFAs).
2. The Company may cancel the Dedicated Charter Crew Program at the end of a month, as long as the Flight Attendants have had the opportunity to bid in the regular bid process.
3. This Agreement will apply to DCFAs except as provided for herein.

### B. Compensation

1. A DCFA will receive pay credit for his/her scheduled or actual credit hours flown, whichever is greater, in accordance with Section 3, Compensation. She/he will be paid at one and one-half (1.5) times her/his normal rate of pay for all hours that the actual credit exceeds the schedule.
2. When a DCFA is reassigned/rerouted and the reassignment/reroute exceeds the originally scheduled flight credit time, she/he will be paid at one and one-half (1.5) times her/his normal rate of pay for all actual credit time in excess of the original schedule.
3. In the event a scheduled charter cancels, a DCFA will be placed on charter reserve duty for the same day(s) as the canceled trip pairing. She/he will be paid the greater of four (4) hours per day, the scheduled credit hours for a subsequently assigned trip pairing, or the actual credit hours flown, in accordance with Section 3, Compensation.
4. A DCFA who voluntarily picks up a charter on a day(s) off in accordance with Paragraph D.5 of this Section will be paid at two times (2X) her/his regular rate of pay.
5. A DCFA who is extended into a day off under Paragraph D.6 of this Section will be paid at two times (2X) her/his regular rate of pay for all pay hours credited on such day(s) off, beginning at 0130.
6. A DCFA who is reassigned/rerouted into a day(s) off in accordance with Paragraph D.8 of this Section will be paid at two times (2X) her/his regular rate of pay for all pay hours credited on such day(s) off, beginning at 0130.

### C. Hours of Service

1. Duty limitations will be in accordance with applicable FARs.
2. Rest limitations will be in accordance with Section 6, Hours of Service.
3. Report times will be as specified in the trip pairing.
4. DCFAs are guaranteed a minimum of ten (10) days off in a thirty (30) day month and eleven (11) days off in a thirty-one (31) day month.
5. The monthly minimum days off for a DCFA will be in her/his permanent domicile, or temporary domicile if she/he is filling a temporary charter vacancy at a location other than her/his permanent domicile.
6. A Flight Attendant shall be relieved of duty for twenty-four (24) hours during any seven (7) days. Such time off may be scheduled at other than the DCFAs domicile.

### D. Scheduling

1. Bidding

Section 7.D, Scheduling, of this Agreement, with the exception of subparagraph 7.D.4, does not apply to charter operations, except that DCFAs will have the same bid distribution, closing and award dates/times, and the same methods for submitting bids as regular line holders. Charter Flight

Attendants will bid in the second round.

2. Bid Lines

Section 7.C, Scheduling, of this Agreement does not apply to charter operations. DCFAs will bid from specially built charter lines as though they were a separate assignment. To the extent possible, charter lines will be constructed with known charter trips before charter reserve is placed in the lines.

3. Integration

Integration shall be done pursuant to Section 7.E, Scheduling.

4. Open Time

- a. DCFAs may pick up regular open time on days off.
- b. A DCFA who picks up regular open time in accordance with subparagraph D.4.a of this Section will be paid at her/his straight rate. Any Company adjustment of this open trip will be handled pursuant to Section 7.H, Scheduling.
- c. DCFAs cannot comp, drop or "Vacation by the Hour" charter trips to open time, or to other Flight Attendants.

5. Charter Open Time

Charter trip pairing(s) created after the Charter Bid Lines will be offered as follows:

- a. In the event a charter becomes available with more than twenty-four (24) hours notice, the charter will initially be offered to a DCFA who is on a scheduled day off(s) and is available and legal for the trip. Open charter trips will be recorded on a telephone tape and will remain on the tape for twenty-four (24) hours. DCFAs interested in picking up open charter trips should check the tape and call Crew Scheduling to request an open charter. If no DCFA requests an open charter from Crew Scheduling within twenty-four (24) hours, a DCFA reserve will be used, if available. If the trip is still open, the Company will call non-DCFAs who volunteer to fly open charters via a designator code. If the trip remains open after this, it will be placed into open time. If not picked up or traded for, the trip will be assigned according to the provisions of Section 7.H.5 Scheduling, Order of Assignment.
- b. In the event a charter becomes available in less than twenty-four (24) hours, the Company will make one attempt to contact DCFAs who are on a scheduled day(s) off and are available for the trip and offer them that trip. If no DCFA volunteers, a DCFA reserve will be used, if available. If the trip is still open, the Company will make one attempt to contact the non-DCFA flight attendants who are on the volunteer designator list. In the event a non-DCFA does not volunteer, the provisions of Section 7.H.5, Scheduling, Order of Assignment, shall apply.
- c. The Company shall identify regular line Flight Attendants who wish to fly open charters with a designator code. If the Volunteer Fly provisions of Section 7, Scheduling are used to cover open charters, those Flight Attendants with a charter designator code who are on a scheduled day off and available and legal for the charter trip will be called in seniority order. Flight Attendants will have the opportunity twice per year, January and July, to request the addition or deletion of the charter designator code.
- d. Any day(s) off lost as a result of voluntarily accepting an open charter will not be recouped by DCFAs.

6. Extension

A DCFA may be extended so long as she/he is legal pursuant to the FARs. Any day(s) off lost as a result of an extension will not be recouped by the DCFA unless it would result in her/him receiving less than the minimum number of days off as provided for in C.4 above. If an extension takes a DCFA below the minimum number of days off:

- a. The DCFA may request the day off to be rescheduled during the same month or subsequent month.
  - b. Any days off to be rescheduled will only be done by mutual concurrence, between the DCFA and the Company. In the event there is no mutual concurrence, the Company will assign the DCFA a day off, adjacent to another day off, in the same or following month.
7. Junior Assignment
- DCFAs shall be subject to Junior Assignment in accordance with Section 7.H.5, Scheduling, Order of Assignment, except that the Company may exclude one (1) crew which would be available to cover charter operations.
8. Reassignment (otherwise known as reroute/resequence/reschedule)
- A DCFA may be reassigned/rerouted as long as she/he is legal pursuant to the FARs and the maximum duty day, as provided in Section 6, Hours of Service. Any day(s) off lost as a result of a reassignment/reroute will not be recouped by the DCFA, unless it would result in a DCFA receiving less than the minimum number of days off as provided for in C.4 above. If a reassignment takes a DCFA below the minimum number of days off:
- a. The DCFA may request that the day off be rescheduled during the same month or subsequent month.
  - b. Any days off to be rescheduled will only be done by mutual concurrence between the DCFA and the Company. In the event there is no mutual concurrence, the Company will assign the DCFA a day off, adjacent to another day off, in the same or following month.
9. If a charter trip pairing is canceled, the DCFA(s) will be placed on charter reserve for the day(s) she/he was originally scheduled for duty.
10. Trip Trading
- a. DCFAs may trade trips with other DCFAs, so long as both Flight Attendants are legal for the trip.
  - b. A DCFA may trade one trip per month with a Flight Attendant who was a DCFA in the previous six (6) months.

#### **E. Reserve**

Section 8, Reserve, of this Agreement does not apply to DCFAs. The following reserve rules will apply to DCFAs on reserve duty:

1. Charter reserves must be available for contact from 0001 to 2400 daily.
2. Charter reserves are expected to respond to a call or page within ten (10) minutes.
3. A charter Flight Attendant on reserve duty must be at a location that will permit her/him to report for check-in at her/his domicile no later than ten (10) hours, or shorter at crewmember option, after being notified of a flight assignment.
4. A DCFA is responsible to insure that Crew Scheduling has an accurate pager/phone number and to inform Crew Scheduling in advance of changes in her/his contact number(s).

#### **F. Filling of Vacancies**

1. The Company shall post DCFA bids. The DCFA bid will be for a two (2) month period, and awarded in seniority order, except as provided for in G.4 of this Section.
2. DCFA vacancies will be available only at domiciles determined by the Company.
3. Any charter vacancy left unfilled when the charter bid award closes will be assigned to the most junior

Flight Attendant at the domicile. A Flight Attendant may be only assigned into a DCFA position for a two (2) month period and no Flight Attendant may be assigned to a DCFA position more than once in any twelve (12) month period beginning on the day in which her/his charter duties began.

**G. General**

1. The Company may request that DCFAs wear something other than the Flight Attendant uniform for a charter flight. Nothing herein shall preclude a DCFA from wearing her/his complete uniform if she/he wishes to do so.
2. No DCFA will be required to purchase catering items for a flight or to engage in ramp or cargo duties (i.e., loading and unloading of aircraft).
3. Charter lines will not be used for OE or coaching.
4. Flight Attendants who have more than a "written warning" shall be excluded from bidding charters for a period of six (6) months from the time of the punishment -one (1) year in the case of suspensions.
5. For the purpose of determining the number of open regular trips, charter flying will not be considered.
6. Should the number of DCFAs exceed fifteen percent (15%), the Company will meet and negotiate modifications to this Section, including the possible elimination of the Dedicated Charter Program.

## **SECTION 11 SENIORITY**

### **A. General**

1. The Flight Attendant System Seniority List ("the Seniority List") shall contain each Flight Attendant's name, employee number, domicile, seniority number, seniority date and department hire date.
2. Seniority as a Flight Attendant shall be based on the length of service as a Flight Attendant with the Company. The relative seniority of Flight Attendants is reflected on the Flight Attendant Seniority List, which is attached as Appendix A of this Agreement. The parties accept this Seniority List as correct.
3. For the purpose of determining Flight Attendant seniority, Company employees who transferred into the Inflight department prior to the date of signing shall be grandfathered into their relative seniority position on the Seniority List, including for purposes of vacation bidding.
4. Seniority shall begin to accrue on the first day of Flight Attendant training or as a management or supervisory Flight Attendant, except as otherwise provided in this Agreement.
5. Seniority within the class shall be determined by the last six digits of their social security numbers, the lowest number being most senior and the highest being the most junior.
6. For the purpose of determining Flight Attendant seniority, Company employees who transfer into the Inflight department on or after the date of signing shall be placed at the top of their Flight Attendant new hire class based on their respective part-time or full-time Company hire date. The most senior Company transferee shall occupy the most senior position on the seniority list within the new hire class. The second most senior Company transferee shall occupy the next most senior position on the seniority list within the new hire class, and so on. In the event two (2) or more employees have the same date of hire, then seniority shall be determined by the last six digits of their social security numbers, the lowest number being the most senior.
7. The transferring employee's Company hire date will be used for benefit eligibility and long-service recognition.
8. Longevity shall accrue at all times a Flight Attendant is on active status, and shall also accrue during leaves pursuant to Section 13, Leaves of Absence.
9. Flight Attendant Seniority shall govern all Flight Attendants in the case of bidding rights, furloughs, recalls, vacation preferences, and preferred domicile assignments. Monthly bidding of flying shall be awarded in accordance with a Flight Attendant's preference in order of seniority at her/his domicile.
10. Any Flight Attendant having established a seniority date shall not lose that date except under the following circumstances: termination, resignation, retirement, failure to return from a leave of absence or recall, furloughs exceeding five (5) years, and as otherwise provided in this Agreement.

### **B. Posting of the Seniority List**

1. The Company shall update and post the Seniority List on January 1 and July 1 each year.
2. The Company shall post the Seniority List for thirty (30) days following the dates specified above in the same location as the Flight Attendants' mail boxes.
3. During the above thirty (30) day period, a Flight Attendant shall be permitted to protest in writing, to her/his immediate supervisor, any alleged omission or inaccurate placement affecting her/his seniority. A Flight Attendant may only protest her/his placement on the Seniority List following the first posting containing the alleged error or omission.
4. A Flight Attendant who is on vacation, sick leave, leave of absence, medical leave, furlough, or any other approved leave during the posting of the Seniority List shall have thirty (30) days after her/his return to duty to protest any alleged omission or inaccurate placement affecting her/his seniority.

### **C. Transfer to Non-flying or Supervisory Duties**

1. A Flight Attendant who transfers into a position in the Inflight Department shall retain and accrue seniority while working in that department.
2. A Flight Attendant who transfers into another department shall retain seniority for three (3) years and thereafter shall be removed from the Seniority List.
3. A Flight Attendant who is elected to or accepts a position with the Union shall retain and accrue seniority while working for the Union.

**D. Probation**

1. A Flight Attendant shall be considered a probationary employee until she/he has completed nine (9) months of cumulative active service as a Flight Attendant with the Company.
2. Neither the probationary Flight Attendant nor any representative of the Flight Attendant, including the Union, will be entitled to challenge a probationary Flight Attendant's discipline or discharge under Section 22, Grievance Procedure, or Section 23, System Board of Adjustment. The Union may file grievances related to work rule or other non-disciplinary violations of this Agreement on behalf of a probationary Flight Attendant.

**SECTION 12  
VACATION**

**A. Accrual**

A Flight Attendant's annual vacation shall be determined by her/his length of service from her/his date of hire by the Company to December 31<sup>st</sup> of the year immediately preceding the calendar year in which the vacation is to be taken, excluding those periods on furlough or leaves of absence as provided for in this Agreement. The length of the vacation shall be determined from the table below:

<u>Years of Completed Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
Less than 1	1.167	---
1 - 3	1.167	14 days
4 - 10	1.75	21 days
11 - 16	2.333	28 days
17 - 23	2.917	35 days
24 and greater	3.5	42 days

1. A Flight Attendant with at least one year of service with the Company who leaves the employment of the Company and is subsequently re-hired will, after one year of continuous service following her/his re-hire, be credited with her/his total time of employment with the Company for purposes of vacation accrual.
2. A Flight Attendant on furlough or unpaid leave of absence (except as otherwise provided for in this Agreement) for more than fifteen (15) days in any calendar month will not accrue vacation during that month. A Flight Attendant hired after the fifteenth (15<sup>th</sup>) of a month will not accrue vacation for that month.
3. A Flight Attendant hired on or before April first (1<sup>st</sup>) shall be granted one week of vacation to be used during the calendar year in which she/he was hired and shall accrue vacation pursuant to the chart above. She/he shall not be eligible to use this vacation until she/he has completed six (6) months of active service. A Flight Attendant hired after April first (1<sup>st</sup>) shall not be granted any vacation, but shall accrue vacation pursuant to the chart above.
4. No Flight Attendant will have her/his pre-contract vacation accrual reduced as a result of converting to a monthly accrual basis.
5. A Flight Attendant will be entitled to purchase an additional vacation block (one (1) week), as provided in the Company's Flex Program, on the same terms and conditions as other Midwest Express Airlines, Inc. employees, except as modified herein.

**B. Bidding**

1. The calendar year will be divided into one-week (seven (7) day) blocks. Each block will begin at 0001 hours local on Sunday and end at 2400 hours local on Saturday at the Flight Attendant's domicile. A week starting in one calendar year and continuing into the next year will be considered as part of the year in which the week began.
2. An annual vacation bid will be executed in two (2) rounds based on seniority pursuant to Section 11, Seniority, and domicile.
  - a. The first round will be distributed to Flight Attendants no later than October 1<sup>st</sup>. Flight Attendants will have until October fifteenth (15<sup>th</sup>) to submit their bid and the results will be posted no later than October thirty-first (31<sup>st</sup>) of each year.
  - b. The second round will be distributed no later than November first (1<sup>st</sup>). Flight Attendants will

have until November fifteenth (15<sup>th</sup>) to submit their bid and the results will be posted no later than November thirtieth (30<sup>th</sup>) of each year.

3. In the first round of bidding, Flight Attendants may be awarded up to two (2) blocks of vacation.
4. In the second round of bidding, a Flight Attendant will bid for her/his remaining vacation blocks.
5. A Flight Attendant shall designate how she/he will group together her/his vacation into vacation blocks. These vacation blocks may vary in length from one week to the maximum number of weeks available to the Flight Attendant (i.e., one block may equal seven (7) days, fourteen (14) days, twenty-one (21) days, etc.).
6. A Flight Attendant with a partial week of accrued vacation has the following options:
  - a. Flight Attendants with less than four (4) days of vacation may attach those days to an existing vacation block, or may be paid for her/his vacation in accordance with Paragraph E of this Section, or may convert the vacation to vacation by the hour in accordance with Paragraph D of this Section.
  - b. Flight Attendants with less than four (4) days of vacation who do not have an existing block of vacation may be paid for her/his vacation in accordance with Paragraph E of this Section, or may convert the vacation to vacation by the hour in accordance with Paragraph D of this Section.
7. Flex weeks will be in a separate bid following the vacation bid described above.
8. If a Flight Attendant fails to submit a vacation bid during the designated bidding period, she/he will then be required to bid her/his vacation from the remaining available weeks in accordance with Paragraph C.2, Trades.
9. The number of total weeks available for bid will not be less than the number of accrued weeks of vacation for the year. The Company will determine the maximum number of Flight Attendants allowed vacation in any given week based on service needs. All weeks will be available for bid, unless, due to training requirements, the Company is unable to offer any vacation during a particular week.

#### **C. Trades**

1. Flight Attendants may trade vacation with other Flight Attendants at the same domicile.
2. All unbid vacation periods which become available during the year due to Flight Attendants changing domicile, resignation or other circumstances, will be published monthly in the bid package and awarded on a first come, first serve basis.

#### **D. Vacation by the Hour**

1. Flight Attendants with three (3) or more weeks of accrued or purchased vacation, and Flight Attendants with partial weeks of accrued vacation, may elect to take vacation by the hour, one trip at a time.
2. Vacation by the hour may be taken at any time during the year.
3. Flight Attendants will use the Inflight Schedule Change Form for vacation by the hour requests.
4. A Flight Attendant electing to take vacation by the hour must submit a request to Crew Scheduling as soon as possible after the monthly finals have been published, but no later than twenty-four (24) hours prior to the requested vacation pairing begins.
5. A Flight Attendant may convert a vacation block to vacation by the hour.
6. Vacation by the hour shall be awarded on a first come, first serve basis, unless more than one Flight Attendant submit requests simultaneously. In such a situation, seniority shall dictate.
7. Approval for vacation by the hour is subject to both the reserve availability and amount of open time on that day. The following guidelines apply: Up to two (2) am and two (2) pm open trips per day in

MKE. These include the trip being traded or dropped into Open Time. The Company may approve additional vacation by the hour requests pursuant to operational status.

#### **E. Payment of Unused Vacation**

1. A Flight Attendant with more than two (2) weeks of vacation must take at least two (2) weeks of vacation, and she/he may sell up to two (2) weeks to the Company. Any unused vacation will be paid at a rate of 2.85 hours per day.
2. Payment will be made by March thirty first (31<sup>st</sup>) of the following year and will be based on the rate of pay as of the last day of the year in which the vacation could have been taken.
3. Fractional days of unused vacation will be paid in accordance with Paragraphs 1 & 2 above.
4. Unused vacation obtained through the Company's Flex program is subject to the return and pay back provisions of said program. The last week of vacation used in the calendar year is considered a flex week.

#### **F. Vacation Changes**

All types of vacation changes (i.e., trades between Flight Attendants, trades with open vacation weeks and converting a vacation to vacation by the hour) must be submitted in writing to the Inflight Department on an Inflight Schedule Change Form by the first (1<sup>st</sup>) of the month prior to the month in which the change occurs.

#### **G. Vacation Cancellation**

1. A Flight Attendant's vacation will only be canceled when the needs of service necessitate the cancellation and it is done in inverse order of seniority.
2. When operational requirements cause the cancellation of a Flight Attendant's scheduled vacation period, the Flight Attendant will be notified in writing at least fifteen (15) days in advance.
3. A Flight Attendant whose vacation is canceled may, at her/his option:
  - a. elect to reschedule such canceled vacation from open periods; or
  - b. elect to reschedule such canceled vacation for any other period, with the mutual agreement of the Company; or,
  - c. be paid for any unused vacation at the rate of pay as of the last day of the year in which the vacation could have been taken. Payment will be made by March thirty first (31<sup>st</sup>) of the following year; or,
  - d. elect to take vacation by the hour pursuant to Paragraph D above.
  - e. elect to carryover one (1) cancelled vacation block into the next calendar year. This only applies to a Flight Attendant whose vacation was cancelled in October, November or December and such rescheduled vacation block must be taken within the first (1<sup>st</sup>) six (6) months of the calendar year at a time mutually agreed upon by the Flight Attendant and the Company.
4. A Flight Attendant will not have her/his vacation block canceled more than once per year.
5. In the event the Company cancels a Flight Attendant's vacation and the Flight Attendant suffers a loss of a non-refundable deposit which the Flight Attendant has made in reliance on her/his scheduled vacation, the Company will reimburse the Flight Attendant for such loss. Receipts for such loss must be presented to the Company for reimbursement. The Company will be entitled to attempt to recover the deposit(s) and will not be liable for more than five hundred dollars (\$500) annually for any individual Flight Attendant.

#### **H. Open Time While on Vacation**

Flight Attendants will be permitted to fly open time while on vacation. A Flight Attendant who is scheduled for

vacation will be permitted to fly her/his regularly scheduled trip(s) during such vacation provided she notifies Crew Planning of the trip pairing(s) she would like to retain by 1000 local time on the day after the bid closes for the affected month. If a Flight Attendant flies during her/his vacation, she will be paid for her/his vacation and for all duty performed in accordance with the Agreement.

**I. Termination**

1. A Flight Attendant who resigns, retires, or is terminated for any reason will be paid for any earned but unused vacation. Such pay will be included on the Flight Attendant's final paycheck, with the daily rate of 2.85 hours per day.
2. In the event a Flight Attendant voluntarily leaves the employment of the Company and fails to provide two (2) weeks written notice, said Flight Attendant shall not be paid for any earned but unused vacation.

**J. General**

1. Flight Attendants changing domicile must re-bid their vacation or choose from the open weeks of vacation.
2. Flight Attendant hospitalized while on vacation may have her/his hospitalization days changed to sick leave rather than vacation.
3. A Flight Attendant with two (2) weeks or less of accrued vacation must take all of her/his vacation or it will be forfeited.

**SECTION 13  
LEAVES OF ABSENCE**

**A. Voluntary Leave**

1. In the event the Company determines that it is over-staffed for at least one (1) bid period, the Company may, at its discretion, offer voluntary leaves of absence ("VLOA") for a minimum of one (1) bid period. Such leaves will be available for bid and will be awarded in seniority order during the bid process. Once awarded, a VLOA cannot be canceled except by mutual agreement between the Flight Attendant and the Company. VLOAs shall be unpaid time off for a predetermined duration. Nothing herein shall preclude the Company from granting VLOAs that extend over multiple bid periods.
2. In the event the Company determines that it is over-staffed for a portion of a bid period, the Company may, at its discretion, offer VLOAs for less than one (1) bid period. These leaves shall be posted in the Inflight department for a minimum of forty-eight (48) hours and shall be granted in seniority order after the forty-eight (48) hour posting period has elapsed. If there are remaining leaves available, they shall be granted on a first come, first serve basis until the staffing has been reduced by the necessary number of Flight Attendants.
3. A Flight Attendant who is granted a VLOA pursuant to Paragraphs 1 and 2 above, and whose last trip of the month extends into the month her/his leave begins, may be required to complete the trip if there is insufficient staffing during the carry-in trip. If sufficient staffing exists, Flight Attendants with carry-over trips will be released by the first day of the new bid period or as soon as staffing permits. Such releases will be made in seniority order. If the trip cannot be split, the Flight Attendant will have the option of either completing the trip, being placed on reserve, or being offered a trip to cover the minimally staffed days until there is sufficient staffing. The Company shall determine the sufficiency of staffing.
4. A Flight Attendant on a Voluntary Leave shall retain and accrue seniority and longevity and shall retain all benefits (including insurance and passes) as if she/he was an active Flight Attendant. A Flight Attendant on a Voluntary Leave shall accrue vacation and sick time.

**B. Personal Leave**

1. A Flight Attendant, upon written request, may be granted an unpaid leave of absence for a continuous period of time not to exceed one (1) year. Personal leaves may be extended beyond one (1) year for periods not to exceed six (6) months. After one (1) year, said Flight Attendant will no longer continue to accrue seniority for the duration of such leave.
2. The Company and the Flight Attendant requesting the leave will agree in writing upon the start date for the leave and the date of return. A Flight Attendant who seeks to return from a personal leave of absence prior to the return date of the leave may be permitted to do so at the discretion of the Company.
3. A Flight Attendant on a personal leave of absence for a period of thirty (30) days or more will be required to return her/his Company and airport IDs on the thirty first (31st) day of the leave.
4. A Flight Attendant on a Personal Leave shall retain and accrue longevity and all benefits (including insurance and passes) as if she/he were an active Flight Attendant for the first thirty-one (31) days. After the first thirty-one (31) days, a Flight Attendant on a Personal Leave shall retain, but not accrue, longevity, and shall be eligible for insurance benefits under COBRA. A Flight Attendant shall retain and accrue vacation and sick leave for the first thirty-one (31) days of a Personal Leave.

**C. Medical Leave**

1. A Flight Attendant shall be granted a leave of absence for sickness, injury, rehabilitation or other good and sufficient medical reason. The Company will require a Flight Attendant who requests a medical leave to present a letter from her/his physician that sufficiently certifies her/his medical condition. A Flight Attendant will submit the physician's letter in a timely manner, but no later than ten (10) business days after the request for the medical leave. Failure by the Flight Attendant to submit documentation in a reasonably timely manner will result in termination of the medical leave of absence unless it is proven by the Flight Attendant that the delay is beyond her/his control. Such medical leave shall commence on the day following the day on which all accrued sick leave, family leave and vacation is

used.

2. While on medical leave, the Flight Attendant shall retain and continue to accrue seniority but shall not accrue longevity. In no case shall a medical leave of absence exceed a total continuous period of five (5) years unless extended by mutual consent of the Company and the Union prior to the expiration of the original five (5) years.
3. During the first ninety (90) days of a medical leave, Flight Attendants shall be eligible to continue to participate in the Company sponsored health insurance program as if they were in active service, unless limited by the plan provisions of the insurance carrier chosen by the Flight Attendant. At the end of the applicable coverage period (ninety (90) days or less), Flight Attendants will be eligible for insurance benefits under COBRA continuation rights, provided she/he pays the full premium, including the Company's contribution paid for active employees. The Company shall notify the Flight Attendant, in writing, of her/his COBRA option.
4. A Flight Attendant who is temporarily off flight status due to illness or injury may be offered Temporary Alternative Duty ("TAD") in accordance with Company policy. Acceptance of a TAD assignment shall be at the sole discretion of the Flight Attendant. A Flight Attendant who chooses to work less than full time TAD (40 hours a week) will be paid according to part time TAD policy which converts their credit hour rate of pay to an office duty hour rate of pay and compensates the Flight Attendant for the actual office hour worked. A Flight Attendant on a TAD assignment shall retain and accrue longevity and all benefits (including insurance and passes) as an active Flight Attendant. A Flight Attendant on TAD will accrue vacation and sick leave.

#### **D. Emergency/Bereavement Leave**

1. The Company shall grant a bereavement leave commensurate with each individual situation for the death of a member of the Flight Attendant's immediate family.
  - a. The Flight Attendant's immediate family shall include her/his spouse, children, stepchildren, father, stepfather, father-in-law, mother, stepmother, mother-in-law, brothers, sisters, spouse's brothers and sisters, grandparents and grandchildren.
  - b. The Director of Inflight or her/his designee, at her/his sole discretion, may extend the duration of a bereavement leave or grant bereavement leave for persons other than the Flight Attendant's immediate family.
2. The Company shall grant emergency leave in cases of unforeseeable absences that are beyond the control of the Flight Attendant (e.g., serious sudden illness or serious medical condition of an immediate family member, first day of a child's illness, natural disaster causing damage to a Flight Attendant's property, school closing due to non-weather related conditions and civil unrest). Examples of absences that are not considered emergency leave are: inoperative vehicle, routine doctor 's appointment, second and subsequent days of a child's routine illness.
3. Flight Attendants are eligible for a maximum of 25 credit hours of emergency/bereavement leave per year.
4. A Flight Attendant on an Emergency/Bereavement Leave shall retain and accrue seniority and longevity, vacation and sick leave and shall retain all benefits (including insurance and passes) as if she/he was an active Flight Attendant.

#### **E. Union Leave**

1. The Company shall grant an unpaid leave of absence for a Flight Attendant elected to International office of the Union or appointed to a staff position of the Union.
2. A Flight Attendant on a Union Leave shall be paid and receive benefits directly by the Union and shall not be covered by the flight pay loss provisions of Section 25, Union Business.
3. Throughout the duration of the Union Leave, Flight Attendants shall retain and accrue seniority and longevity, shall retain outstanding awarded vacation and sick leave credit, and shall be eligible for the same pass privileges as an active Flight Attendant.

4. A Flight Attendant who takes a Union Leave under the provisions of this Section shall have the option of cashing out her/his vacation at the beginning of the leave or retaining it for use upon return from the Union Leave.

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

1. When a Flight Attendant is summoned to jury duty, she/he will provide the Company with a copy of the notice as soon as possible. The Flight Attendant will keep the Company informed of her/his jury duty status.
2. Flight Attendants required to serve on a jury will be credited for pay purposes with the value of the trip(s) missed or portions thereof, for the duration of their absence. Any fees received by the Flight Attendant as a juror are in addition to her/his pay. A Flight Attendant will not alter her/his schedule for the dates and times of jury duty after being called for jury duty.
3. Following completion of jury duty, the Flight Attendant will return to her/his trip when feasible. Should jury service extend beyond one (1) bid period, the Flight Attendant will bid for the following month and resume such schedule upon the conclusion of jury duty.
4. A Flight Attendant on a Jury Duty Leave shall retain and accrue seniority and longevity, sick leave and vacation and shall retain all benefits (including insurance and passes) as if she/he was an active Flight Attendant.

#### **G. Family Medical Leave (FML)**

1. The provisions of the "Family and Medical Leave Act" (FMLA ) will be applied to a Flight Attendant who has completed twelve (12) months of active service with the Company. During such leave, a Flight Attendant will retain and continue to accrue seniority and longevity as if she/he was in the active service of the Company. Such leave will run concurrent with any other type of leave of absence.
2. Flight Attendants will be required to first use accrued sick leave and/or vacation during such FMLA. The Flight Attendant will be given the option of choosing to use her/his sick leave prior to her/his vacation, except as otherwise provided for under the law.
3. Flight Attendants who are out on a leave covered by the FMLA shall continue to accrue longevity, vacation, sick leave and be eligible for insurance and pass benefits for a maximum of twelve (12) weeks.

#### **H. Military Leave**

1. The Company shall provide leaves for military service in accordance with applicable law.
2. Flight Attendants ordered to active military duty shall continue to accrue seniority and longevity.
3. A Flight Attendant shall be granted military leave without pay. The Flight Attendant shall notify the Company of the dates of the anticipated leave as soon as known to the Flight Attendant. Such notice shall be in writing to the Director of Inflight or her/his designee and shall include a copy of the orders directing the military duty.
4. For leaves of less than thirty (30) days, a Flight Attendant shall be charged the amount of all missed trips or assignments.

#### **I. Maternity/Paternity/Adoption Leave**

1. A pregnant Flight Attendant will be permitted to continue in service until her/his doctor determines that she/he is no longer able to perform her inflight duties. When such a determination is made, the pregnant Flight Attendant shall notify the Company, and cease inflight duties.
2. A Flight Attendant who ceases to perform inflight duties pursuant to paragraph 1, above, will be placed on medical leave of absence in accordance with subsection C above.
3. After the birth or adoption of a child, a Flight Attendant may request and shall be granted an unpaid leave of absence for up to five (5) months. The date of adoption shall be considered the date on which

the adoptive parent takes custody of the child. In order to obtain this leave, the Flight Attendant shall provide reasonable notice, in writing, to Inflight Management, no later than thirty (30) days in advance of the birth or adoption, if practicable, that she/he intends to utilize this leave. This leave shall run concurrently with any Family Medical Leave, or any portion of the Medical Leave which falls after the birth or adoption of the child.

4. A Flight Attendant shall retain and accrue seniority for the duration of her/his Maternity/Paternity/Adoption leave. A Flight Attendant shall retain longevity and accrue longevity and benefits for the first thirty (30) days of said leave, or thirty-one (31) days if the leave commences on the first day of the thirty-one (31) day bid period, except as otherwise provided under the FMLA. However, if the leave immediately follows another leave of absence in which the Flight Attendant accrued longevity for thirty/thirty-one (30/31) days, she/he will not accrue any additional longevity during this leave.
5. If otherwise eligible, a Flight Attendant may use her/his disability benefits as well as vacation and sick leave while on a leave under this Section. Use of sick leave credit and disability benefits shall be provided in accordance with Section 16, Sick Leave and Section 28, Insurance.
6. A Flight Attendant's medical, dental and vision insurance coverage shall only continue until the end of the month in which the leave commenced, except as otherwise provided under the FMLA. Coverage may be continued at the Flight Attendant's option subject to COBRA continuation rights provided the Flight Attendant pays the full premium, including the Company's contribution paid for active employees.

If insurance coverage was terminated during a prior consecutive leave of absence, it will not be reinstated during a leave of absence under this section.

## **J. General**

1. A Flight Attendant returning from a leave of absence will be paid her/his regular hourly rate for any training necessary to become qualified.
2. A Flight Attendant's return to duty will be coordinated with the Director of Inflight or her/his designee, such return to be no later than the first available training class to qualify the Flight Attendant in the status to which she/he is returning. In the event that a training class is not available to the Flight Attendant within ninety (90) days following the date of return from a leave, she/he may exercise her/his seniority to displace a junior Flight Attendant.
3. A Flight Attendant on a leave of absence shall not, without written permission of the Company, engage in commercial/charter flying or work for a supplier if it is reasonable to believe that the interest or relationship conflicts with the Company's business interests. A Flight Attendant may not engage in outside employment if it is in conflict with the stated reasons for her/his leave unless the Flight Attendant has the expressed written permission of Inflight Management. The Company shall not unreasonably withhold such permission. Denial of permission shall be done in writing, stating the reasons therefore.
4. Except as otherwise provided for in this Section, a Flight Attendant on an unpaid leave of absence will not accrue longevity, sick leave or vacation.
5. Except as otherwise provided for in this Section, an employee on an unpaid leave of absence will be eligible for insurance benefits under COBRA. This notification shall include the terms of insurance reinstatement should the Flight Attendant elect to waive COBRA coverage.
6. Except as otherwise provided for in this section, a Flight Attendant on an unpaid leave must secure passes directly through the Company's Pass Bureau.
7. A Flight Attendant using her/his sick time, vacation or Emergency Leave pursuant to this Section shall retain and accrue seniority and longevity and all benefits.
8. A probationary Attendant Flight who is on a leave shall have her/his probationary period extended accordingly.

## **SECTION 14 TRAINING**

### **A. Recurrent Training**

1. Every Flight Attendant must attend a recurrent class based on the date of initial qualification training or her/his adjusted base month. Each Flight Attendant will be scheduled in her/his base month or the month prior to the base month in which they must attend recurrent training. The Company will publish, under appropriate cover, the annual recurrent assignments for the following year no later than the date on which the vacation bid is published for Flight Attendants. The name and dates of training assignments will be shown. The names of Flight Attendants and the dates in which they are scheduled for training will also be included in the letter accompanying the Monthly Bid Package. The scheduled training will then be shown on the final bid award.
2. A Flight Attendant may trade training days with other Flight Attendants scheduled for training in the same month or the month prior. Written requests for training trades must be submitted on a form provided by the Company by fax, co-mail or personal delivery to the Training Department by the first (1<sup>st</sup>) of the month prior to the month requested in the trade (i.e., trade involving a June training day must be submitted by May 1st). Such trades shall be awarded on a first come, first serve basis. This training trade must be processed by the Inflight Training Department in order to prevent multiple trades involving the same session and to ensure that all Flight Attendants are scheduled for Recurrent in their base month or the month prior to the base month.
3. A Flight Attendant may attend training on a different day(s) if slots are available in training classes in the same month. Written requests for such adjustments must be submitted on a form provided by the Company by fax, co-mail or personal delivery to the Training Department by the first (1st) of the month prior to the month requested in the trade (i.e., trade involving a June training day must be submitted by May 1st) and shall be awarded on a first come, first serve basis. This training trade/adjustment must be processed by the Inflight Training Department in order to prevent multiple trades involving the same session and to ensure that all Flight Attendants are scheduled for Recurrent in their base month or the month prior to the base month.

### **B. Other Training**

1. The Company may establish additional mandatory training, and the Flight Attendant will be obligated to complete such training. Should the Company be able to conduct the training in one bid period, the Company will endeavor to incorporate the training days in the bid lines.
2. Flight Attendants may trade training days with other Flight Attendants who have training in the same month. Written requests for training trades must be submitted on a form provided by the Company by fax, co-mail or personal delivery to the Training Department at least seventy-two (72) hours prior to the training day. Such trades shall be awarded on a first come, first serve basis. This training trade must be processed by Inflight Training Department in order to prevent multiple trades involving the same session, and, in the case of regulatory training, to ensure that appropriate time limits are met.
3. A Flight Attendant may attend training on a different day(s) if slots are available in training classes and the training is not being done in conjunction with the Flight Attendant's annual recurrent training. Written requests for such adjustments must be submitted on a form provided by the Company by fax, co-mail or personal delivery to the Training Department at least seventy-two (72) hours prior to the training day and shall be awarded on a first come, first serve basis. This training trade must be processed by the Inflight Training Department in order to prevent multiple trades involving the same session, and, in the case of regulatory training, to ensure that appropriate time limits are met.

### **C. Home Study**

1. The Company may require a Flight Attendant to complete home study packets/courses or bulletins in conjunction with her/his recurrent training or other Company or regulated required training.
2. The Company will endeavor to give a Flight Attendant thirty (30) days to complete home study/bulletins. In no event will a Flight Attendant be required complete a home study/bulletin in less than two (2) weeks.

### **D. Coaches**

1. Coaches may be used to conduct new hire IOE, perform check rides on Probationary Flight Attendants, and coach probationary Flight Attendants. In no case, however, will a coach evaluate, discipline, or recommend the discipline of a non-probationary Flight Attendant.
2. Coaches shall be paid in accordance with Section 3.Q, Compensation for IOE or a check ride.

#### **E. Canceled or Rescheduled Training**

1. The Company shall notify a Flight Attendant as far in advance as possible of a change to her/his training date.
2. If the Company cancels or reschedules a previously scheduled training class, the Flight Attendant(s) will be afforded the opportunity to choose from the remaining available training slots in seniority order. In the event the Company and the Flight Attendant cannot mutually agree upon a replacement training date(s), the Company will assign the Flight Attendant to training.
3. If the Company cancels or reschedules a previously scheduled training class after the final adjusted lines are posted, the Flight Attendant will be afforded the opportunity to choose from the remaining available training slots in seniority order. In the event the Company and the Flight Attendant cannot mutually agree upon a replacement training date(s), the Company will assign the Flight Attendant to training.

In lieu of the cancelled training day(s), a Flight Attendant will have the option to:

- a. Pick-up a trip(s) with the same or greater credit time as the originally scheduled training day(s) or greater number of days. Flight Attendants picking up trips from open time to make up for cancelled training will receive "super seniority" for the purpose of picking up such open time trip(s). Affected Flight Attendants may pick up open time at any time during the bid period in which the cancelled training day(s) occurs, unless there are fewer than seven (7) days remaining the bid period, in which case the Flight Attendant may use "super seniority" to pick up open time until the end of next bid period.
  - b. Be placed on Guaranteed Reserve. A Flight Attendant placed on Guaranteed Reserve in accordance with this Section shall be treated in the same manner as any other Flight Attendant whose trip is cancelled, in accordance Section 7, Scheduling.
4. If the cancelled training occurs on an originally scheduled day off and no duty was removed in lieu of the training, then the Flight Attendant may opt to take the cancelled training day(s) as unpaid day(s) off and will not be paid for the training event.
  5. If the replacement training takes place on days when the Flight Attendant is assigned to a trip, she/he shall be paid and credited the greater of the original trip credit, the training credit, or the combination of the training credit and rescheduled trip credit. If the conflicting trip covers multiple days, the Flight Attendant shall have the option to:
    - a. pick up a trip(s) with the same or greater credit time as the dropped trip minus the total value of the training day(s) or covering the same or greater number of days as the trip dropped minus the number of days of training, or,
    - b. be placed on Guaranteed Reserve for any days on which she/he is not assigned to training.(Should the value or number of days of the training day(s) be equal to or greater than the value or number of days of the dropped trip, the Flight Attendant shall have no obligation pursuant to (a) and (b) above.)
  6. In the event the training is rescheduled due to an action of the Flight Attendant and a pairing(s) conflict exists with the new training date(s), the Flight Attendant will be responsible for recovering any lost credit, or her/his guarantee shall be adjusted.

#### **F. Training Failures**

A Flight Attendant who fails to pass a written, oral or hands-on test shall be given additional training, if requested. This additional training will be unpaid. Such Flight Attendant will be given the opportunity to retake the

appropriate test and shall have the opportunity to defer the retake for up to seventy-two (72) hours after the failure of the first test. During this time the Flight Attendant will be removed from all flight assignments and will not be compensated for duty time missed during this period.

#### **G. Check Rides/Evaluations**

1. A Flight Attendant shall be notified in advance of a check ride.
2. A Flight Attendant shall not be rescheduled, reassigned, extended or drafted so she/he can take a check ride, unless it is necessary to conduct a retake.
3. In the case of a failed check ride, upon request, a Flight Attendant shall be given a different supervisor if available.
4. A Flight Attendant who fails to pass a check ride shall be given additional training, if requested. This additional training will be unpaid. Such Flight Attendant will be given the opportunity to retake the appropriate check ride and shall have the opportunity to defer the retake for up to seventy-two (72) hours after the failure of the first check ride. During this time the Flight Attendant will be removed from all flight assignments and will not be compensated for duty time missed during this period.

#### **H. Travel To Training**

1. A Flight Attendant attending training out of domicile shall receive lodging and expenses pursuant to Section 4, Lodging and Expenses.
2. When traveling to and from their domicile for training, Flight Attendants will be provided a positive space seat in the cabin except that the Company may require a Flight Attendant to occupy a cabin jumpseat if her/his occupying a cabin seat would result in a denied boarding of a revenue passenger or other positive space passenger who is not eligible to occupy a cabin jumpseat. If transportation to training is "off-line" then the Company will attempt to provide positive space travel.

#### **I. Training Duty Day**

1. Flight Attendants shall be on duty during training. The duty period shall begin at the start of the training day and shall end when the Flight Attendant is released from training, except as otherwise provided in subparagraph 2 below.
2. No Flight Attendant in training will be scheduled for more than fourteen (14) hours per training duty period per day. Such duty period will include scheduled deadheading to training, if required. Positioning a Flight Attendant back to her/his domicile is not included in this fourteen (14) hour period. However, if positioning a Flight Attendant back to her/his domicile would result in a period of fourteen (14) hours or more per day, the Company will, at the Flight Attendant's request, provide her/him with a hotel room at Company expense. The Flight Attendant will be scheduled to deadhead home on the first flight to her/his domicile the next day. For the purposes of determining rest, the rest of a Flight Attendant who chooses to waive the fourteen (14) hour duty day maximum and return to the domicile after training shall begin fifteen (15) minutes after her/his scheduled flight blocks in.
3. The duty time for a two (2) day training shall not exceed twelve (12) hours per day, excluding a meal break. The duty time of training that exceeds two (2) days will not exceed nine (9) hours per day, including a meal break. Training shall not be scheduled between the hours of 2200 and 0600 except when aircraft availability requires.

#### **J. Mini-Trainings**

The Company may schedule mandatory mini-trainings in domicile (one (1) hour or less in duration), which a Flight Attendant will be obligated to complete within a prescribed period of time. A Flight Attendant may complete the mini-training on her/his own time or in conjunction with a trip. A required mini-training before or after a trip shall not be calculated as part of the duty time limitations set forth in Section 6, Hours of Service.

#### **K. General**

1. A Flight Attendant on a leave pursuant to Section 13, Leaves of Absence, may, at her/his request,

attend training if approved in advance by the Inflight Department. Approval shall not be unreasonably withheld and shall be made in writing, and, if denied, shall state the reasons for the denial.

2. Prior to making any substantial modifications to the training program or training requirements, the Company shall meet and discuss with the Union and provide the Union the opportunity to make comments and suggestions.
3. A Flight Attendant is responsible for maintaining her/his flight qualifications by completing all FAA-required training.
4. A Flight Attendant's base month may be changed by the Company. Written notification of such change will be provided to the Flight Attendant. A Flight Attendant may choose to change her/his base month, due to medical reasons, by contacting her/his Inflight Supervisor. A Flight Attendant may request to change her/his base month for personal reasons by notifying the Company in writing. Approval shall not be unreasonably withheld and shall be made in writing, and, if denied, shall state the reasons for the denial.
5. A Flight Attendant whose qualifications have lapsed through no fault of her/his own will be placed into the next scheduled training class with an available slot. Such Flight Attendant shall be pay protected until the completion of training. Nothing herein shall preclude the Company from making a slot available in a training class. It is the Flight Attendant's responsibility to contact Inflight Training to receive her/his training date(s).
6. A Flight Attendant whose qualifications have otherwise lapsed will be placed into the next scheduled training class with an available slot. Such Flight Attendants shall not be pay protected during this time. Nothing herein shall preclude the Company from making a slot available in a training class. It is the Flight Attendant's responsibility to contact Inflight Training to receive her/his training date(s).
7. Prior to returning to the line, a Flight Attendant in re-qualification status who is returning from a leave must contact her/his Inflight Supervisor in advance of her/his return date in order to make arrangements to attend the next scheduled training class with an available slot. Nothing herein shall preclude the Company from making a slot available in a training class.
8. If a Flight Attendant misses all or part of a scheduled training day, she/he shall be rescheduled for the missed day of training, provided the curriculum on the scheduled day is the same as the curriculum on the day missed. In addition, the rescheduled training day must be accomplished within the Flight Attendant's eligible recurrent training qualification period. If the aforementioned reschedule is not possible, the Flight Attendant will be rescheduled for the entire training program. Flight Attendants will receive compensation, if applicable, for training only after successfully completing the training program.
9. This section is intended to address procedural matters related to missing, completing, or attending training and does not address discipline or discharge under Company policy or the provisions of the Collective Bargaining Agreement.

## **SECTION 15 UNIFORMS**

**A.** A Flight Attendant shall wear the uniform prescribed by the Company in accordance with the manner prescribed by the Company.

**B. Uniform Cost**

1. New Hire Flight Attendants shall pay fifty percent (50%) of the Company's actual cost, including sales and shipping taxes, for the uniform complement. However, if a New Hire Flight Attendant chooses to purchase any additional non-complement uniform items, the Flight Attendant will pay 100% of the actual cost of the additional item(s). Flight Attendants may payroll deduct their portion of the uniform cost. Deductions shall not exceed \$20 per paycheck.
2. On January 1 of each year, each Flight Attendant with at least twelve (12) months of continuous active service as a Flight Attendant will be credited with \$150 to use towards the purchase of uniform items, or an amount equivalent to the highest purchase price of any of the following combinations (capped at \$200):
  - One (1) pair of pants and two (2) shirts
  - One (1) jacket or blazer
  - Two (2) skirts
  - One (1) dress and one (1) blouse

A Flight Attendant who does not have twelve (12) months of continuous active service as of January 1 will be credited with the amount noted above upon completion of twelve (12) months of continuous active service as a Flight Attendant.

In no event will the Company's annual credit amount exceed \$200 during the term of this Agreement. Any credit amount not used within twelve (12) months of credit will not be available for use in any subsequent time period of the program.

All uniform purchases in excess of \$150 or highest price of the combinations shown above (capped at \$200) shall be borne 100 percent by the Flight Attendant. All uniform costs borne by the Flight Attendant may be payroll deducted, if requested, in a manner in which deductions of no more than \$20 will be taken from each Flight Attendant paycheck until the balance owed is paid in full.

**C. Replacement or Change to Uniform**

If the Company changes the uniform or uniform piece(s) and requires the Flight Attendants to replace their existing uniform or uniform piece(s), the Company shall cover the cost of replacing the pieces that are not more than two (2) years old. The Union and the Company shall meet to determine the complement prior to the changeover.

**D. Union Insignia**

Flight Attendants may wear the official AFA insignia on their uniform.

**E. General**

1. A Flight Attendant who has a Company approved uniform piece stolen from an aircraft while on duty shall, upon prompt submission of a claim to his/her Supervisor (within twenty-four (24) hours of check-out time of his/her assigned trip), have such item(s) replaced at no cost to the Flight Attendant, provided that an investigation absolves the Flight Attendant of negligence.
2. The Company shall meet and discuss with the Union before changing the uniform policy or selecting new/replacement uniforms.
3. Upon termination or resignation, all monies owed to the Company for uniforms may be deducted from the Flight Attendant's final paycheck. Should a Flight Attendant resign or be terminated prior to six (6) months of employment, the portion of uniform cost paid by the Company will be pro-rated out and the balance will be deducted from the Flight Attendant's final paycheck.

4. The Company will provide Flight Attendants with their first set of wings and namebars at no cost. Any replacement wings/namebars will be at Flight Attendant expense.

## **SECTION 16 SICK LEAVE**

### **A. Sick Leave Accrual**

1. Flight Attendants shall accrue five (5) hours of sick leave credit for each month of active service, up to a maximum bank of six hundred fifty (650) hours.
2. A Flight Attendant who is on a non-pay status for more than fifteen (15) days shall not accrue sick leave for that month.
3. Flight Attendants on a leave of absence or furlough will retain and accrue sick leave as set forth in Section 13, Leaves of Absence, and Section 21, Furlough, Displacement and Recall.
4. A Flight Attendant shall accrue sick leave from her/his date of hire and will be permitted to utilize sick leave pay once she/he has entered active line service with the Company.

### **B. Sick Leave Usage**

1. A Flight Attendant who is unable to fly her/his trip(s) due to illness or injury, shall be paid and credited for trip(s) missed, to the extent she/he has sick time available.
2. A Flight Attendant who receives sick leave pay will have her/his sick bank reduced by the number of credit hours missed.
3. A Flight Attendant who is unable to perform her/his duties for an entire bid period shall be permitted to use all accumulated sick leave in her/his sick leave account to a maximum of the minimum guarantee or the line she/he was awarded, whichever is greater.
4. A Flight Attendant who calls in sick on a reserve day will be paid 4.1 hours (4.2 hours for a Flight Attendant with an 80-hour guarantee) for each reserve day missed, to the extent she/he has sick time available.

### **C. Returning To Trip**

If a Flight Attendant is able to return to work during the duration of her/his trip, she/he will be returned to her/his original trip, if operationally practicable. If not practicable, the Flight Attendant may be assigned to other flying during the days she/he was originally scheduled. For the purpose of this paragraph, practicable means that if another Flight Attendant has picked up the trip for the ill Flight Attendant, she/he will not be replaced if the ill Flight Attendant wants to return to her/his trip. If the trip is assigned to a Reserve Flight Attendant, the Company will return the "well" Flight Attendant to her/his original trip, provided the trip transits her/his domicile and placing the Flight Attendant back on the trip does not create a scheduling conflict.

**D.** A Flight Attendant will utilize sick leave in conjunction with leave taken for purposes covered by the Family and Medical Leave Act (FMLA).

**E.** For personnel record keeping and pay purposes, a Flight Attendant shall not be considered to be on sick leave on the day she/he was not scheduled to be available for duty.

- F.**
1. A Flight Attendant who is unable to fly her/his trip due to illness or injury shall call Crew scheduling as far in advance as possible of the trip's show time or the commencement of reserve duty. A Flight Attendant shall call Crew Scheduling personally, unless she/he is physically unable to do so. Crew Scheduling will not discuss the nature of the illness or injury, question the illness or injury, or request a doctor's note from a Flight Attendant.
  2. If a Flight Attendant calls in sick for five (5) or more consecutive days of work, she/he is required to coordinate her/his return to duty with OHS (in accordance with Company policy). An employee Disposition/Return to Work form must be obtained from Occupational Health & Safety.

### **G. General**

1. In the event a Flight Attendant is eligible for Workers Compensation benefits and there is a waiting period before benefits commence, the Company will pay sick leave during the waiting period, to the extent sick leave has been accrued.
2. A Flight Attendant's sick bank shall not be charged on scheduled days off.
3. When the Company has a reasonable basis to believe that sick leave is being abused, the Inflight Department may require a Flight Attendant to provide a doctor's certificate stating that she/he was unable to perform her/his duties due to illness or injury as a prerequisite for payment of sick leave.
4. A Flight Attendant will not be paid for accumulated sick leave if her/his employment with the Company ceases for any reason.
5. Except as may otherwise be provided in this Agreement, sick leave credit may not be used while on leave status.

**SECTION 17**  
**ON THE JOB INJURY/ILLNESS (OJI)**

- A.** A Flight Attendant is eligible for workers' compensation benefits with respect to an injury or illness arising out of and in the course of her/his performance of Flight Attendant duties. Claims shall be administered in accordance with the applicable workers' compensation laws for the state in which the Flight Attendant is based.
- B.** A Flight Attendant must report the occurrence of an on-the-job illness/injury (OJI) to an Inflight supervisor as soon as she/he knows or should have known of the occurrence. The Flight Attendant is responsible for completing all necessary forms as soon as practical.
- C.** A Flight Attendant may use her/his sick leave during the statutory waiting period. Such Flight Attendant's sick bank shall be restored if the OJI Leave exceeds the statutory waiting period.
- D.** A Flight Attendant may use her/his sick leave, vacation time and/or long term disability to supplement the workers' compensation up to her/his average salary. The average of a Flight Attendant's salary shall be determined pursuant to applicable state law.
- E. OJI-TAD**
1. A Flight Attendant who is temporarily off flight status due to an OJI whose physician has released her/him to work an OJI-TAD assignment may be offered an OJI-TAD duty assignment in accordance with Company policy.
  2. A Flight Attendant offered an OJI-TAD assignment shall choose to do one of the following:
    - a. Decline to accept the OJI-TAD assignment. Such Flight Attendant shall not receive the monthly minimum state workers' compensation payments, in accordance with applicable law.
    - b. Work a full time OJI-TAD assignment. Such Flight Attendant shall receive her/his full salary. The average of the Flight Attendant's salary shall be determined pursuant to applicable state law.
    - c. Work a modified OJI-TAD assignment. Such Flight Attendant shall not spend more days in the month performing OJI-TAD than she/he would have flown. The Company will use the Flight Attendant's last three (3) months of active service to determine the average number of days off. A Flight Attendant on a modified TAD-OJI assignment shall not work more in a calendar day than the average length of her/his scheduled duty day during the last three (3) months of active service. A Flight Attendant working a modified OJI-TAD assignment shall be paid the monthly minimum state workers' compensation payments.
  3.
    - a. A Flight Attendant will not be required to travel outside of the metropolitan area in which she/he is based to perform the OJI-TAD assignment. Such Flight Attendant will receive the minimum state benefit during the duration of the OJI.
    - b. Nothing herein shall prevent a Flight Attendant who resides outside the metropolitan area of the OJI-TAD assignment from petitioning the state workers' compensation board for release from the OJI-TAD assignment. During the course of such petition, the Flight Attendant shall be considered as having declined the assignment. Once a decision has been rendered, that decision shall be retroactive.
  4. A Flight Attendant on a full time OJI-TAD assignment shall be permitted to attend physician visits and physical therapy during her/his workday. A Flight Attendant on a modified OJI-TAD assignment shall attempt to schedule physician visits and physical therapy so as not to conflict with the OJI-TAD assignment. If she/he is unable to schedule appointments without a conflict with her/his schedule or assignment, the Flight Attendant shall contact a case manager at OHS who will attempt to resolve the conflict. If the conflict cannot be avoided, a Flight Attendant shall be permitted to attend the physician visit or physical therapy during her/his workday.
- F. General**
1. The Company shall continue its cost sharing of all benefits for any Flight Attendant on an OJI leave. Employee cost sharing will continue during the OJI leave.
  2. A Flight Attendant on an OJI Leave shall retain and accrue seniority and longevity for the duration of the OJI.

3. A Flight Attendant shall accrue vacation and sick leave while on an OJI leave.
4. Family Medical Leave shall run concurrently with an OJI leave.
5. A Flight Attendant who has been on an OJI leave shall not be returned to duty as a Flight Attendant until she/he has completed any necessary requalification training.
6. A Flight Attendant on an OJI leave may attend recurrent training if approved in advance by the Inflight Department. A Flight Attendant shall be permitted to attend training if she/he has her/his physician's approval.
7. A Flight Attendant on an OJI leave during her/his probationary period shall have her/his probationary period extended accordingly.
8. Prior to engaging in any outside employment while on an OJI-TAD, a Flight Attendant must notify the Company to ensure that such work does not exacerbate or prolong the injury.
9. Prior to returning to duty as a Flight Attendant, a Flight Attendant will be required to present a physician's statement, satisfactory to the Company, verifying that she/he is medically fit to perform all required Flight Attendant duties. Disputes arising out of a Flight Attendant's fitness to return to duty after an OJI shall be resolved using the provisions outlined in Section 18, Medical Examinations.
10. Under no circumstances will the Company accompany or attempt to accompany a Flight Attendant on a medical visit.

## **SECTION 18 MEDICAL EXAMINATIONS**

### **A. Company Requested Review**

Except as otherwise provided in this Agreement, a Flight Attendant shall not be required to submit to any medical examination, unless the Company determines that reasonable grounds exist to establish that a Flight Attendant's medical condition is impaired. The Flight Attendant shall be notified in writing, with a copy to the Union, of such reasonable grounds. The medical examination authorized under this Subsection A shall be subject to the following conditions:

1. The Company shall choose the medical doctor (referred to as the health care providers) who will conduct the examination and shall be responsible for the cost of the examination and all related laboratory tests and other diagnostic procedures.
2. The Company may submit to the examining health care provider an impartial written explanation of the circumstances giving rise to the request for the examination. The Flight Attendant shall receive a copy of the Company's explanation.
3. If the Company's examining health care provider recommends that the Flight Attendant be examined by a specialist(s), the Flight Attendant shall be referred to the specialist(s). The Flight Attendant shall be examined by the specialist(s) at the Company's expense. The Flight Attendant shall receive a written explanation of the reason(s) for the further examination, if she/he so requests. Nothing contained herein shall prevent the Company from making an initial referral to a specialist(s).
4. Records of any examinations, laboratory and x-rays reports, or other diagnostic procedures shall be maintained by the examining health care provider(s). Any information obtained by, or as a result of such examination(s), shall be strictly confidential between the examining health care provider(s) and the Flight Attendant and shall not be divulged to any other person without the specific written permission of the Flight Attendant, except as provided below. The Flight Attendant shall receive copies of all evaluations, reports, diagnostic interpretations and test results at the Company's expense.
5. The examining specialist(s), if used, shall notify the Company's health care provider, in writing, of only those medical conditions(s) that directly relate to the Flight Attendant's ability to perform the essential functions of her/his position.
6. The Company's health care provider and examining specialist(s), if used, shall also advise the Company's Occupational Health and Safety Department (OHS), to the extent requested to do so, as to the nature of the illness or injury that may prohibit the Flight Attendant from performing her/his duties; any restrictions required in connection with the injury or illness; and the estimated date of return to active flight status. No other information shall be provided to or requested by the Company.
7. A copy of the written report and findings provided by the health care provider(s) or specialist(s) to the Company shall also be provided to the Flight Attendant.
8. The Company shall remove a Flight Attendant from her/his trip(s) with full pay and credit if she/he is being required to submit to a Company requested medical examination.

**B.** If a Flight Attendant must leave her/his domicile or other base assignment base for a Company-required examination, she/he shall be provided with a round trip positive space pass online, or the Company may purchase a ticket on another airline at its expense. The Company shall reimburse the Flight Attendant within thirty (30) days of submission of receipts for reasonable actual costs for transportation and meals, if she/he must travel more than twenty-five (25) miles from her/his domicile or other base assignment to the site of the examination(s). The Company shall make arrangements and pay necessary lodging.

### **C. Medical Review By A Flight Attendant's Physician**

If a Flight Attendant is determined to be unfit for duty following an examination conducted under the provisions of Paragraph A above, she/he may, at her/his option, elect to have a review of the Company health care provider's determination in the following manner:

1. The Flight Attendant, at his/her own expense, may retain a qualified health care provider (one whose medical practice or specialization is consistent with the Company's health care provider) of her/his own choosing to examine the Flight Attendant to confirm or refute the results of the initial examination by the Company's health

care provider.

2. The Flight Attendant shall sign a release and the Company's health care provider immediately shall forward her/his complete medical file to the Flight Attendant's health care provider prior to the subsequent examination.
3. The Flight Attendant's health care provider shall forward a written report outlining the results of the second examination to the Company's health care provider for review. If the Company's and Flight Attendant's health care providers make the same determination regarding the Flight Attendant's fitness for duty, there shall be no further medical review of the case.

#### **D. Neutral Review**

1. In the event the findings of the Flight Attendant's health care provider disagree with those of the Company's health care provider, at the Flight Attendant's option, the Company and the Flight Attendant shall jointly request in writing that the two health care providers agree upon and appoint a third qualified and disinterested health care provider who is a specialist in the appropriate field of medicine to conduct an independent medical examination ("IME") of the Flight Attendant. At least twenty-four (24) hours prior to the scheduled IME, the neutral health care provider shall be given copies of the that portion of a Flight Attendant's medical file that relate to the specific illness/injury that has been called into question and all other reports and films relied on by the Company's and Flight Attendant's health care providers in making their determinations. A Flight Attendant shall receive a copy of the above-mentioned material.
2. The neutral health care provider shall then examine the Flight Attendant and shall provide the parties' respective health care providers with a written report no later than ten (10) business days from the date of the examination. The medical dispute shall be settled on the basis of such findings and the parties agree to be bound by the determination made by the neutral health care provider regarding the Flight Attendant's fitness for duty.
3. The Flight Attendant and the Company shall each pay one-half of the costs of the IME.
4. If the neutral healthcare provider determines that the Flight Attendant was fit for duty, the Flight Attendant shall be treated as provided in Paragraph E.1 below.
5. A Flight Attendant may use her/his insurance to pay for her/his portion of the neutral review.

#### **E. In connection with the procedures outlined in this Section, if a Flight Attendant is withheld from service and it is subsequently determined by the Company or the neutral health care provider that the Flight Attendant was actually fit to perform her/his duties, the Company shall take the following actions:**

1. The Flight Attendant shall be made whole from the first day she/he was withheld from service for all lost pay and credit (excluding any sick or vacation pay received, or disability payments), and lost benefit accruals (i.e., sick leave, vacation, 401(K) match, applicable passes, if any, FICA and other wage taxes, and insurance premiums) she/he would have earned had she/he not been removed from service.
2. A Flight Attendant shall be guaranteed pay and credit for her/his adjusted line value for the bid period that she/he was first held out of service. In the event a Flight Attendant is unable to bid during subsequent bid periods, a Flight Attendant shall be paid the average of her/his last three months of active service.
3. If the Flight Attendant used any sick leave or vacation time while she/he was held out of service, such time shall be restored to the Flight Attendant's sick leave and vacation banks.
4. All references to the medical dispute shall be removed from the Flight Attendant's personnel file and inflight file.

#### **F. General**

1. Any examination conducted under the provisions of this Section shall be performed within ten (10) business days of the receipt of the applicable written notification of the examination. Reasonable additional time shall be afforded to the examining health care provider so that she/he can receive and evaluate the results of special laboratory, x-ray, or other necessary tests. The parties may mutually agree in writing to waive or extend the time limits set forth above.
2. A Flight Attendant shall not be required to undergo any examination under the provisions of this Section within

twelve (12) hours before or after a duty period.

3. Medical information obtained under the provisions of this Section shall be collected and maintained in separate medical files by the Company's OHS Department and shall be treated as confidential medical records consistent with the record keeping requirements of the Americans with Disability Act (ADA) and/or FMLA. Such records shall only be available to such management, medical and clerical personnel as are responsible for Flight Attendant supervision and record keeping. When required by a court order or other legal requirement to release medical information, the Flight Attendant shall be notified of such action before the Company complies with the court order.
4. Nothing herein shall prevent the Company from rendering first aid or medical service to a Flight Attendant in the event of illness or injury.
5. In the event a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures outlined in this Section, the Flight Attendant may, at her/his option, be eligible for benefits, in accordance with Section 16, Sick Leave and Section 13.C, Medical Leave, from the date withheld from service.
6. This section does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage, eligibility and/or continuation.
7. A Flight Attendant who is held out of service pending a medical review under this Section shall retain and accrue seniority, longevity and all benefits (including insurance, passes, vacation and sick accrual) as if she/he were an active Flight Attendant.

**SECTION 19**  
**DRUG AND ALCOHOL TESTING**

- A.**
1. The Company may require Flight Attendants to undergo drug or alcohol testing in accordance with Company Policy and DOT regulations or other federal, state or local laws and regulations.
  2. The Company may make changes in such policy as may be required by law, regulation or administrative necessity.
  3. The Company shall provide the Union with reasonable advanced notice of any proposed changes.

**B. Reasonable Suspicion Testing**

Upon request, a Flight Attendant being tested under reasonable suspicion shall be provided with the name of the supervisor and/or manager requesting the test and the reason the test was requested.

**C. Cost**

The Company shall pay the costs associated with a drug or alcohol test. A Flight Attendant who tests positive on a drug test and who chooses to have the split sample tested may be required to pay the cost of the split sample test.

**D.** The Company shall provide the Union with a copy of its substance testing policies.

**E.** In the event the DOT regulations change, the Union and the Company shall meet to discuss the best way to implement the change.

**F.** In the event the DOT regulations require an "observed" test, the observer shall be of the same gender.

**SECTION 20  
FILLING OF VACANCIES**

- A.** The Company will determine the number of domiciles and the number of vacancies at each domicile. It is understood that flying time is not the property of any particular domicile.
- B. Permanent Bid Systems**
1. A permanent bid system shall be instituted by the Company. Flight Attendants will submit a permanent (standing) bid in accordance with guidelines established by the Company. Flight Attendants may change their permanent bid anytime during the month.
  2. Initial assignments for newly hired Flight Attendants will be made in accordance with the needs of the Company. If the Company determines that more than one assignment is available to the members of a given class, the class members will bid for the assignment(s) in seniority order in accordance with this Section.
- C. Vacancy Posting and Award**
1. Vacancies will be posted and distributed to Flight Attendants' mailboxes as soon as the vacancy is known. Vacancies shall not be posted for less than fourteen (14) days. Vacancies announcements shall contain the following information:
    - a. Number of vacancies projected per domicile(s);
    - b. Bid closing date(s) and bid award date(s);
    - c. Projected date the Flight Attendant must report for duty;
    - d. The number of projected regular, coverage and reserve lines in each domicile as of the award date (for informational purposes only and subject to change).
  2. The permanent (standing) bid on file at the time the vacancy closes will be used for awarding the vacancy. Vacancies will be awarded in seniority order.
  3. The Flight Attendant awarded the vacancy will be responsible to cover his/her own moving expenses, except, in the case of displacement or the opening or closing of a domicile, in which case, the Company shall pay the moving expense as provided in Section 5, Moving Expenses.
  4. Any vacancy that is not bid through the permanent bid system shall be assigned to the most junior Flight Attendant, or at the Company's discretion, by hiring a new Flight Attendant.
  5. All vacancies properly awarded under the terms of this Agreement shall be binding for up to six (6) months from the date of transfer.
  6. Once a vacancy has been awarded, a Flight Attendant is ineligible to bid on another vacancy for six (6) months from the date of transfer. "Date of Transfer" is defined as the first date the Flight Attendant is available for duty at the new domicile. The following exceptions to this six (6) month rule shall apply:
    - a. A Flight Attendant who is displaced from her/his original domicile as a result of a furlough or who bumps into another domicile to avoid being furloughed shall retain a preferential right to recall to the domicile from which she/he was displaced (the original domicile) until she/he has had an opportunity to return to that domicile. Preferential recall awards shall be done in seniority order.
    - b. If a vacancy exists at the original domicile of a Flight Attendant with preferential recall rights pursuant to Paragraph a, above, the Flight Attendant may be required to remain at her/his current domicile until the vacancy she/he will create has been filled, either by transfers or hiring. Every attempt shall be made to return the Flight Attendant to her/his original domicile as soon as possible. No other transfer requests into that original domicile shall be processed, nor shall the Company hire new Flight Attendants, prior to the processing of preferential recall rights.
    - c. Flight Attendants transferring to open a new domicile.
    - d. A Flight Attendant may request to be released from the six (6) month base lock.

**D. Base Opening and Closing**

1. The Company shall advise the MEC/LEC President and the Flight attendants of any opening of a new domicile or closing of an existing domicile(s) as early as possible.
2. In the event of a reduction in force as a result of a base closing, the Company shall request voluntary furloughs system wide. If that does not satisfy the need for reductions, the provisions of Section 21, Furlough, Displacement and Recall, shall apply.
3. In the event of a base opening, the openings shall be posted and awarded in accordance with Paragraph C, above. If vacancies still remain and there are no Flight Attendants on furlough, the vacancies will be filled by new hire Flight Attendants.
4. In the event that a domicile is closed, the Flight Attendants at the domicile involved may bump into the domicile of her/his choice, providing he/she has the seniority to do so, pursuant to Section 21, Furlough, Displacement and Recall.

**E. General**

1. A Flight Attendant has the right to refuse the transfer to a specific base when offered; however, such refusal will nullify the standing bid.
2. Standing bids will remain active until awarded, withdrawn by the Flight Attendant, or nullified pursuant to Paragraph E.1, above.
3. A Flight Attendant on probation will not be permitted to transfer bases until her/his probationary period has ended unless she/he is furloughed, displaced or her/his base closes.
4. A Flight Attendant awarded or assigned to fill a vacancy which requires moving from one domicile to another shall normally be given not less than thirty (30) days from the date the award or assignment is made to report to the domicile.
5. The vacation of a Flight Attendant changing domiciles will be determined as provided in Section 12.J.1, Vacation.

**SECTION 21  
FURLOUGH, DISPLACEMENT AND RECALL**

**A. Furlough and Displacement**

1. When a furlough becomes necessary, the Company shall initially offer Flight Attendants the opportunity for voluntary furlough in order of seniority at the domicile where the furlough is necessary.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants shall be furloughed in inverse order of seniority at the domicile where the furlough is necessary.
3. A Flight Attendant who is furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior on the System Seniority List to such Flight Attendant.
4. Flight Attendants to be furloughed or displaced shall be notified in writing at the last address filed with the Company. Flight Attendants shall be given fourteen (14) days notice of furlough, or pay in lieu thereof, unless the furlough is caused by conditions outside the Company's control such as war, labor disputes, work stoppage by a Midwest Express employee group, mandatory grounding of aircraft, revocation of the Company's operating certificate, official state of emergency, or act of God.
5. The Company shall pay group insurance premiums for voluntarily and involuntarily furloughed Flight Attendants for the remainder of the month in which the furlough commences, after which time the Flight Attendant has the option to pay her/his monthly premium under the provisions of applicable Federal and State statutes.

**B. Recall**

1. A Flight Attendant who is furloughed and subsequently recalled shall retain and accrue seniority during the furlough.
2. All Flight Attendants furloughed by the Company shall file proper addresses with the Company at the time of furlough. It is the sole responsibility of each Flight Attendant to keep her/his current address and telephone number on file and to immediately notify the Company by completing a Personal Data Update Form. The Company shall have no obligation to issue a Notice of Recall to a Flight Attendant at other than the last address and telephone number on file in the Flight Attendant's domicile Inflight Office at the time the notice is issued. The Company shall have no liability to a Flight Attendant who is passed over for recall or terminated as a result of the Flight Attendant's failure to meet her/his responsibility under this paragraph.
3. Flight Attendants shall be recalled by seniority and notified of recall by the Company by telephone or certified mail, return receipt requested. After delivery of such notice to the last address on file with the Company, the Flight Attendant shall be allowed a period of ten (10) days during which to notify the Company of her/his intent to return to duty. Flight Attendants should notify the Company of this intent sooner than ten (10) days if possible. Failure to notify the Company within the time parameters as set forth in this paragraph will result in the removal of the Flight Attendant from the System Seniority List.
4. A furloughed employee shall be allowed twenty-one (21) days after delivery of the notice of recall to report to duty at the domicile specified by the Company. The Company may extend this period of time to return to active duty. A Flight Attendant who does not return to duty within the time parameters of this paragraph shall have her/his name removed from the Flight Attendant System Seniority List.
5. Non-probationary Flight Attendants shall remain on the recall list for a minimum of two (2) years, or their length of service, whichever is greater, up to a maximum of five (5) years. The Company shall recall Probationary Flight Attendants at its discretion. The Company shall recall Flight Attendants on the recall list in seniority order for any vacancies that occur prior to filling any vacancies with persons not on the recall list. At the end of the recall period, any Flight Attendant who is still furloughed shall be removed from the Flight Attendant System Seniority List.

**C. Recall Bypass**

A Flight Attendant may decline a recall provided there is a Flight Attendant who is more junior to him/her who is available to be recalled. A Flight Attendant who wishes to bypass a recall shall provide the Company with a letter on file at least five (5) business days in advance of a recall notice being mailed to Flight Attendants stating that, in the event of a recall, she/he will bypass such recall notice. The letter may name specific domiciles to which the Flight Attendant

will accept recall. In those circumstances, the Flight Attendant will not receive a recall notice until the Company must begin a mandatory recall. It is the Flight Attendant's responsibility to notify the Company in writing prior to a recall that she/he wishes to remove the bypass letter from his/her file and be notified of the next recall.

**D. General**

A Flight Attendant shall continue to retain and accrue seniority throughout the furlough and shall accrue longevity for the first thirty (30) days of the furlough.

## SECTION 22 GRIEVANCE PROCEDURE

### A. Scope of Grievance

The grievance procedures set forth below shall be applicable to all disputes between the parties arising from the terms and conditions of the employment relationship or out of the interpretation or application of any of the terms of this Agreement. All grievances shall be in writing and shall contain a brief statement of the facts, the relief sought and, if the grievance concerns a contractual dispute, a reference to the provision(s) of this Agreement allegedly violated. Failure to file in writing, within the limits specified, shall constitute waiver of the grievance.

### B. Discipline and Discharge Grievances

1. The Company shall not discipline or discharge a Flight Attendant without giving her/him written notification of the specific charges for discipline or discharge. The Company shall send the notice to the Flight Attendant's last known home address on file with the Inflight Department with copies to the persons stated in Paragraph D.9, below.
2. Once a Flight Attendant has received a notice of discipline or discharge, pursuant to Paragraph B.1, above, she/he may, at her/his option, discuss the matter with her/his immediate supervisor, either with or without a Union representative present, in an attempt to resolve the dispute informally, prior to filing a grievance.
3. Notwithstanding the provisions of Paragraph B.1, above, the Company may, upon notice to the Flight Attendant (which notice shall be confirmed in writing as soon as reasonably practical, but in no event later than twenty-four (24) hours after verbal notice) hold a Flight Attendant out of service pending review of the incident at issue. The Company shall provide copies of the written confirmation to the persons referenced in Paragraph D.9, below.
  - a. While held out of service, the Flight Attendant shall receive pay and credit for trip(s) and/or reserve duty day(s) missed until the Company issues specific charges or returns her/him to active flight status, whichever occurs first.
  - b. If the Company fails to issue charges, the Flight Attendant shall: (1) be returned to service without loss of seniority or benefits and (2) have her/his record and file(s) cleared of any reference to the allegation(s) involved as if she/he had never been held out of service. Nothing contained herein shall preclude the Company from continuing its investigation or from providing the Flight Attendant subsequent notice of discipline or discharge.
4. A Flight Attendant who receives written notification of discipline or discharge may file a request for investigation and hearing of the matter within ten (10) business days of receipt of the Company's notice of discipline or discharge. The request for the investigation and hearing shall be made in writing by the Union upon the request of the grievant to the Director of Inflight Services or her/his designee. The grievant shall be required to sign the request for investigation and hearing.
5. The hearing requested pursuant to Paragraph B.4, above, shall be held at the Company's corporate headquarters or such other place as mutually agreed-to by the parties, and shall be conducted by an Inflight Manager or other appropriate designee, within ten (10) business days of receipt of the Flight Attendant's written request. Within ten (10) business days after the close of the hearing, the Company shall issue a written decision to the Flight Attendant with copies to the persons specified in Paragraph D.9, below.
6. If the Company's decision issued pursuant to the Paragraph B.5, above, is not satisfactory to the Flight Attendant, the Union may appeal the decision to the Director of Inflight, provided the appeal is submitted in writing within ten (10) business days of receipt of the Company's initial decision.
7. The Director of Inflight or an appropriate designee shall hold the appeal hearing at the Company's corporate headquarters or such other place as mutually agreed to by the parties within ten (10) business days after the receipt of the written appeal. Within ten (10) business days after the appeal hearing, the Company shall issue a written decision to the Flight Attendant with copies to the persons specified in Paragraph D.9, below.
8. If the Company's appeal decision is not satisfactory to the Flight Attendant, the Union may appeal the matter to the Midwest Express Airlines Flight Attendant System Board of Adjustment, pursuant to Section 23 of this Agreement, provided such appeal is submitted in writing within thirty (30) days of receipt of the Company's appeal decision.

9. If a Flight Attendant is cleared of charge(s) brought against her/him, the Company shall remove all reference to the substance of the charge(s) and the investigation, if any, from its files. Files, as used herein, shall include the Flight Attendant's personnel files, Inflight files, and any other records kept by an Inflight Manager or Supervisor. Nothing contained herein shall preclude a Manager or Supervisor from retaining records that are general in nature and that do not contain a specific reference to the substance of the charge (e.g., discussions concerning Company or Inflight rules, procedures or standards). The Company shall not be prohibited in any manner from utilizing such record in the event a Flight Attendant is subsequently disciplined. The Company shall neither consider nor refer to any charge(s) of which a Flight Attendant has been cleared in the event that it brings subsequent charge(s) against the Flight Attendant.
10. If a Flight Attendant is suspended, the suspension shall commence on the first scheduled workday following its imposition and shall continue for consecutive days (including scheduled days off) until the specified suspension days have been served.
11. A lineholder who is suspended shall lose all pay and credit for scheduled duty periods missed during the suspension. A reserve Flight Attendant who is suspended shall receive a prorated guarantee to account for the days of suspension (e.g., minimum guarantee divided by the number of days of availability produces a daily rate).
12. Subsection B of this Section shall not be available to any Flight Attendant during her/his probationary period.

### **C. Non-Disciplinary Grievances**

1. Any Flight Attendant(s), LEC President(s), or the LEC Grievance Chairperson(s), or the Company, may file a grievance over the interpretation or application of the terms of this Agreement (excluding matters covered by Subsection B of this Section), provided the written grievance is received within thirty (30) business days of when the Flight Attendant(s), the Union or the Company knew, or reasonably should have known, the facts surrounding the dispute.
2. The written grievance shall be signed by the LEC Grievance Chairperson(s) or the LEC President(s), and shall be addressed to the Director of Inflight. The grievance shall contain a reference to the provision(s) of this Agreement allegedly violated, a concise statement of the facts involved in the dispute, and the relief sought.
3. Within ten (10) business days after receipt of the grievance, the Manager of Inflight, or her/his designee, shall conduct a hearing at the Company's corporate headquarters or at another location mutually agreed to by the parties.
4. The Company shall issue a written decision within ten (10) business days of the close of the hearing to the Flight Attendant(s), with copies to the LEC President(s), or the LEC Grievance Chairperson(s), and to the persons specified in Paragraph D.9, below.
5. If the Company's decision, issued pursuant to Paragraph C.4, above, is not satisfactory to the LEC President(s), or the LEC Grievance Chairperson(s), the matter may be appealed in writing by the LEC President(s) or Grievance Chairperson(s) to the Director of Inflight, provided such appeal is received by the Company within ten (10) business days of receipt of the first step decision.
6. The Director of Inflight shall conduct a hearing within ten (10) business days of receipt of the written appeal and shall issue a decision within ten (10) business days of the hearing to the LEC President(s) or Grievance Chairperson(s), with copies to the persons specified in Paragraph D.9, below.
7. If the decision of the Company is not satisfactory to the grievant(s), LEC President, or LEC Grievance Chairperson, the matter may be appealed in writing by the Union to the Midwest Express Flight Attendant System Board of Adjustment, as provided in Section 23 of this Agreement, provided the written appeal is received by the Company within thirty (30) days of receipt of the Company's decision issued pursuant to Paragraph C.6, above.
8. Any grievance filed pursuant to subsection C of this Section that requests a monetary award shall be limited in its recovery to a maximum of one hundred twenty (120) days prior to the date of filing of the grievance, the date the grievance arises, or the date the grievant(s) should have known a violation occurred, whichever date occurs last.
9. Any Company grievance shall be signed by the Director of Inflight or her/his designee and addressed to the

LEC President. The grievance shall contain a reference to the provision(s) of the Agreement allegedly violated, a concise statement of the facts involved in the grievance and the relief sought. The LEC President shall issue a decision within ten (10) business days after receipt of the grievance. If the LEC President's decision is not satisfactory to the Company, it may appeal the matter in writing to the Midwest Express Flight Attendant System Board of Adjustment, as provided in Section 23 of this Agreement, provided the written appeal is submitted to the LEC President within thirty (30) days of receipt of the LEC President's decision.

#### **D. General**

1. If the Company fails to hold a hearing or issue a decision within the time limits specified in Subsections B or C, above, the grievance shall be considered denied and shall automatically proceed to the next step in the appeal process, without further action by the Flight Attendant or the Union. If the Flight Attendant or the Union fails to appeal any decision issued by the Company within the time limits specified above, the decision of the Company shall become final and binding.
2. Flight Attendants covered by this Agreement may be assisted at a hearing conducted pursuant to this Section by a Union representative(s).
3. Both parties shall have a full opportunity to present evidence necessary to their case through documents and written testimony.
4. Any grievance filed by a Flight Attendant who voluntarily leaves the Company prior to resolution will be considered null and void and no further action will be taken on the grievance. This paragraph will not apply to a grievance filed regarding payment of compensation or benefits at the time of resignation.
5. All grievances, appeals, and decisions addressed under the provisions of this Section shall be in writing and shall be sent to the LEC Grievance Chairperson(s) or the Company, as the case may be, by certified mail, return receipt requested, with copies sent by regular mail to the persons specified in Paragraph D.9, below.
6. If a Flight Attendant is designated by the Union to represent a Flight Attendant or to appear as a witness at a hearing, she/he shall be permitted to drop any scheduled trip assignment(s) for Union business to attend such hearing and shall be paid under the flight pay loss provisions of Section 25, Union Business. If the Company calls a Flight Attendant as a witness, she/he shall receive full pay and credit for any trip(s) and/or reserve duty day(s) missed at no cost to the Union.

Release for a Flight Attendant under this paragraph will be permitted based on the operational needs of the Company. If the Flight Attendant cannot be released, the hearing will be rescheduled and time limits will be adjusted accordingly.

7. Time Limits
  - a. For the purpose of mailing and the receipt thereof, the time limits specified in this Section shall be determined by the day of actual receipt or the date of the postmark plus ten (10) days for mailing (excluding holidays and Sundays), whichever occurs first.
  - b. Time limits specified in this Section shall be extended only in writing by mutual agreement between the parties.
8. Reference to days in this Section shall mean calendar days, unless specified as business days.
9. Copies of all Company hearing notices and decisions shall be sent to the LEC Grievance Chairperson(s) by certified mail, return receipt requested, with copies by regular mail to the LEC President(s), the grievant in the case of a disciplinary or discharge grievance, and the Union and Midwest Express Legal Departments. All initial grievances and appeals shall be submitted to the Company by certified mail, return receipt requested to the following address:  
  
Midwest Express Airlines  
5300 South Howell Avenue  
Milwaukee, Wisconsin 53207  
  
Attn: Inflight Grievance Manager
10. When a Flight Attendant is required by an Inflight Supervisor to attend a meeting that could result in discipline, she/he shall be advised of the nature of the meeting and of the right to have Union representation. Unless

the parties agree otherwise, no such meeting conducted under the provisions of this paragraph shall be postponed beyond thirty-six (36) hours to accommodate a Flight Attendant's request to have a Union representative present. This paragraph shall not apply to any drug or alcohol test(s) conducted by the Company. When a Flight Attendant attends a meeting that may result in disciplinary action, the Flight Attendant and her/his Union representative shall be allowed to review the Flight Attendant's file and all documents or reports relating to the action from the time the Flight Attendant receives notice of the meeting until the start of the meeting. The Union shall be allowed, at its expense, to copy all documents related to the dispute relied on by the Company.

11. Settlement of a grievance(s) shall not, unless expressly so stated in writing and approved by the LEC President and the Vice President - Flight Operations, be of any value in the interpretation of this Agreement nor shall they set or be of any value as precedent for the handling of other similar matters, and they shall be without prejudice to either the position of the Company or the Union on the issues raised.

**SECTION 23**  
**SYSTEM BOARD OF ADJUSTMENT**

- A.** 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, including any amendments or additions to it, and which are properly submitted to the Board. This Board shall be known as the Midwest Express Flight Attendants' System Board of Adjustment (the "Board").
- B.** Representatives of the Company and the Union shall hold a joint meeting in an attempt to resolve outstanding grievances prior to the grievance(s) being heard by the Board. These meetings shall be held once each quarter, or more frequently, if mutually agreed, provided there are unresolved grievances pending.

The parties shall mutually agree on the format for the meetings, such as whether a mediator will be asked to facilitate resolution of any outstanding grievances. In the event that grievances are not resolved, the Board shall have jurisdiction over the case(s).

**C. Composition and Jurisdiction of the Board**

1. The Board shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union and one (1) neutral member. The Union and the Company shall each designate one or more alternates and, in the event of unavailability, of a Board Member, an alternate of that party shall act as a replacement Board member. Written notification of designated Board members and alternates shall be provided to the other party.
2. The Union and the Company Board members appointed pursuant to Paragraph C.1, above, shall serve for one year from the date of their appointment or until their successors have been appointed.
3. The neutral member of the Board shall preside at the hearings of the Board and shall be designated as Chairperson. The responsibility of the Chairperson is to set a mutually agreeable date for hearings and to guide the parties in the presentation of testimony, exhibits and argument at hearings. A majority of the Board shall have the right to call witnesses in addition to those called by either party so that a fair, prompt and orderly hearing is afforded. The Board shall meet in the city where the general offices of the Company are maintained unless a different place is agreed to by the Board.
4. The Board shall have jurisdiction over disputes between any Flight Attendant covered by the Agreement and the Company, which result from grievances (discipline or contractual), or from the interpretation or application of any terms of the Agreement.
5. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties to the Agreement.
6. The Board may, by majority vote, call such witnesses and receive such evidence as it deems necessary. Either party may present witnesses or documentary evidence to the Board.
7. The number of witnesses summoned shall not be greater than the number that can be spared from the operation without interfering with the services of the Company.

**D. Procedures Before the Board**

1. All disputes properly deferred to the Board for consideration shall be addressed to the Company and Union Board Members. Each case submitted in writing to the Board shall include;
  - a. The question or questions at issue;
  - b. A statement of facts;
  - c. The position of the Grievant(s);
  - d. The position of the Company.
2. When possible, a joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled pursuant to the terms of the Agreement.
3. Upon submission of the dispute to the Board, the parties shall select a Neutral, in accordance with Section

E, below. In consultation with the selected Neutral, the parties shall mutually set a date for the hearing.

4. Flight Attendants covered by the Agreement may be represented at Board hearings by a person or persons the Union may designate, or as they may choose and designate with the approval of the Union. The Company may be represented by such person or persons as it may designate. Evidence may be presented either orally, in writing or both. Members of the Board and the parties to the Agreement shall have the right to call witnesses to testify before the Board and to cross examine witnesses called by the other party or by the Board.
5. A majority vote of all members of the Board shall be competent to make a decision.
6. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties.

#### **E. Panel of Neutrals**

1. The neutral member shall be selected from a panel in the manner set forth herein.
2. A panel of seven (7) neutrals is hereby established and the parties shall confirm their selection of neutral members in a sideletter to the Agreement. The parties shall alternately strike names from the selected panel with the remaining name being the mutually chosen neutral. The parties shall alternate the right to first strike the name from the selected panel. If for any reason the neutral chosen is unable to serve the last name stricken shall serve as the neutral member.
3. It is further understood that by mutual agreement, the parties can choose a neutral other than the seven (7) named above to sit as a Board member on any matter before the Board.
4. The members of the panel selected in accordance with Paragraph E.2, above, shall serve until removed by both or either party. The parties may remove a neutral at any time by mutual agreement. Either party may remove a neutral unilaterally provided the neutral shall have served at least one year as a member of the panel and shall have heard and decided one case. Once a neutral has been selected to hear and decide a case, a single party may not remove such neutral until such case has been heard and decided. In the event that a party elects to remove a neutral, that party shall provide the other, within thirty (30) days, written notice of its intent. In such event, the parties shall immediately confer and, by mutual agreement, name a replacement. If the parties are unable to agree upon a replacement before the expiration of the thirty (30) day period, either party may request that the National Mediation Board provide a panel of seven (7) potential members, all of whom shall be members of the National Academy of Arbitrators, and the replacement shall be selected by the parties alternately striking names until only one remains. The parties may mutually agree in writing to extend the thirty (30) day period for selecting a replacement before petitioning the National Mediation Board for a list of names.

#### **F. General**

1. The expenses and reasonable compensation of the neutral member shall be borne equally by the parties. Each of the parties shall assume the compensation, travel expenses, and other expenses of the Board member selected by them as well as witnesses called by them. Board members and witnesses who are employees of the Company shall be granted space available transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses or serve as Board Members and return, to the extent permitted by law.
2. Each Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his relations with the Company or the Union may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
3. The Board shall maintain a complete record of all matters submitted to it for consideration.
4. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost shall be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of proceedings shall be taken, any transcript made by either of the parties shall be furnished to the other party upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
5. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the Flight Attendant, or their representatives, under the provisions of the Railway Labor Act, as amended.

6. The time limits specified in this Section may be extended by mutual written agreement of the Company and the Union.
7. Each case presented to the Board will be heard individually, except that grievances involving the same set of facts or involving progressive discipline of the same individual may be consolidated.
8. Any grievance filed by a Flight Attendant who voluntarily leaves the Company prior to the resolution by the System Board of Adjustment will be considered null and void and no further action will be taken on the grievance. This paragraph will not apply to a grievance before the System Board that has been filed regarding payment of compensation or benefits at the time of resignation.

**SECTION 24**  
**AGENCY SHOP AND DUES CHECKOFF**

- A.** Each Flight Attendant of the Company covered by this Agreement shall be required, as a condition of employment, beginning sixty (60) days after the effective date of this Agreement or sixty (60) days after the completion of her/his probationary period, whichever occurs last: (1) to be or become a member of the Union, or (2) to pay to the Union a monthly service charge for the administration of this Agreement and representation of the Flight Attendant. Such monthly service charge shall be equal to the Union's regular monthly dues, initiation fee, and periodic assessments, including MEC assessments, which would be required to be paid by such Flight Attendant if a member.
- B.** The provisions of this Section shall not apply to any Flight Attendant 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 member, 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 periodic dues, initiation fees, or assessments uniformly required by the Union or the Midwest Express Airlines MEC as a condition of acquiring or retaining membership. Nothing in this Section shall require the payment of periodic dues, initiation fees, or assessments by any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws. The Union shall treat members and nonmembers alike in calculating the amounts due, in establishing the due date of payments, and in determining whether a Flight Attendant's account is delinquent.
- C.** If any Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of her/his service charge or membership dues, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the Director - Inflight of the Company, or her/his designee, that she/he is delinquent in the payment of such service charge or dues, the total amount of money due and the period for which she/he is delinquent, and that she/he is subject to discharge as an employee of the Company. Such letter shall also notify the Flight Attendant that she/he must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this paragraph shall be deemed to be received by the Flight Attendant, whether or not it is personally received by her/him, when mailed by the International Secretary-Treasurer of the Union by Certified Mail, Return Receipt Requested, postage prepaid, to the Flight Attendant's last known address, or to any other address which has been designated by the Flight Attendant. It shall be the duty of every Flight Attendant covered by this Agreement to notify the Union's Membership Department of every change in her/his home address, or of an address where the notice required by this paragraph can be sent and received by the Flight Attendant if the Flight Attendant's home address is at any time unacceptable for this purpose.
- D.** If, upon expiration of the fifteen (15) day period provided for in Paragraph C, above, the Flight Attendant still remains delinquent, the Union shall certify in writing to the Director - Inflight, or her/his designee, copy to the Flight Attendant, both by certified mail, return receipt requested, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Director - Inflight, or her/his designee, shall, thereupon, take proper steps to discharge such Flight Attendant from the service of the Company as soon as possible, and, in any event, within twenty-one (21) days after receipt of the notice provided for herein, and shall advise the Flight Attendant of her/his termination.
- E.** A protest by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him may submit her/his request for review in writing within ten (10) days from the date of receipt of the Union's notice to the Company provided for in Paragraph D, above. The request must be sent by certified mail, return receipt requested, to the Director - Inflight, or her/his designee, who will review the protest and render her/his decision in writing no later than ten (10) business days following receipt of the protest. If, for any reason, the Flight Attendant has not received a copy of the Union's notice specified in Paragraph D above requesting her/his discharge, the ten (10) days in which the Flight Attendant may submit a request for review shall begin to run on the date the Company notified the Flight Attendant that she/he is to be discharged.
  2. The Director - Inflight, or her/his designee, shall forward her/his decision to the Flight Attendant, with a copy to the International Secretary-Treasurer of the Union, who shall promptly be designated in writing by the Union for this purpose, both by certified mail, return receipt requested. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, either may appeal by filing a notice of appeal. Such notice shall be sent to the

Company, the other party, and the National Mediation Board within ten (10) days of the receipt of the decision, and must contain a request for the National Mediation Board to provide a list of five (5) neutral referees. A neutral referee shall be selected by the Flight Attendant and the Union within ten (10) days after receipt of the list of neutral referees. If the parties cannot agree on a neutral referee, a referee will be chosen from the panel supplied by the National Mediation Board. The alternate strike method shall be used to select a neutral referee, with the Flight Attendant initiating the first rejection. Such final selection of the neutral referee shall be accomplished within ten (10) days after receipt of the list of neutral referees. If the parties have not reached agreement by the alternate strike method within the aforementioned ten (10) day period, the first name on the five (5) name panel provided by the National Mediation Board shall be designated the neutral referee.

3. The hearing before the neutral shall be as soon as possible, and the Company may participate in the hearing at its option. The decision of the Neutral Referee shall be requested within thirty (30) days after the hearing, unless otherwise agreed by the Flight Attendant and the Union. The decision of the Neutral Referee shall be final and binding on all parties to the dispute. The fees and charges of such Neutral Referee shall be borne equally by the Flight Attendant and the Association.

**F.** During the period a protest is being handled, as herein provided, and until the final decision by the Director - Inflight, her/his designee, or the Neutral Referee, the Flight Attendant shall not be discharged, otherwise disciplined, or lose any seniority rights because of noncompliance with the terms and provisions of this Section.

**G.** A Flight Attendant discharged by the Company under the provisions of this Section shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.

#### **H. Method of Payment**

1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement all dues, service charges, initiation fees and/or periodic assessments that are uniformly required by the Union, as a condition of acquiring membership, and in accordance with the provisions of the Railway Labor Act, as amended, provided such Flight Attendant voluntarily executes the "Assignment and Authorization for Payment of Union Service Charge and Dues" form attached hereto and the Payroll Department has been notified of the amount due. This form, also to be known as Check-Off Form, shall be prepared and furnished by the Union.
2. When a Flight Attendant properly executes such Check-Off Form, the International Secretary-Treasurer of the Union shall forward an original copy to the Payroll Department of Midwest Express Airlines. Any Check-Off Form which is incomplete or improperly executed will be returned to the International Secretary-Treasurer.
3. Any notice of revocation as provided for in this Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant, and delivered by certified mail, addressed to the Payroll Department, Midwest Express Airlines, with a copy to the International Secretary-Treasurer of the Union.
4.
  - a. Check-Off Forms and notices received by Midwest Express will be stamp dated on the date received and not when mailed.
  - b. When a Check-Off Form, as specified herein, is received by the Payroll Department, including notification of the amount owed by the Flight Attendant, on or before the first day of the month, deductions will commence with the second payday following receipt of the form (e.g., if the form is received on August 31, deductions will commence on September 30), and will continue thereafter until revoked or canceled as provided in this Section.
  - c. The Company will remit by Electronic Funds Transfer to the Union a check in payment of all dues and assessments collected in a month, on or as soon after the last payday of the month as possible, but in no event later than three (3) business days after that payday. These remittances will be subject to normal accounting practices with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues to the Union will be accompanied by a list showing names, payroll numbers, and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.

5. No deductions of Union dues will be made from the wages of any Flight Attendant who has executed a 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. Upon return to work as a Flight Attendant covered by this Agreement, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Section and of the Railway Labor Act, as amended.
6. A Flight Attendant who has executed a Check-Off Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company shall be deemed to have automatically revoked her/his assignment and, if she/he is re-employed, further deductions of the Flight Attendant's dues will be made only upon execution and receipt of a new Check-Off Form.
7. Collection of any back dues owed at the time of starting or resuming deductions for any Flight Attendant, or collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, shall be the responsibility of the Union and shall not be the subject of payroll deductions.
8. Dues deductions shall be made semi-monthly, one half of required amounts on the payday on the 15<sup>th</sup> of the month, and one-half on the payday on the 30/31<sup>st</sup> of the month, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by this Agreement or the Flight Attendant, or required or allowed 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 the Flight Attendant's last day of work occurs.

#### **I. General**

1. Unless otherwise specified, all references to "days" in this Section shall be considered to be calendar days.
2. Unless otherwise specified, all references to "deductions of dues" in this Section shall be understood to also include deductions of service charges, initiation fees, and periodic assessments, whenever applicable.
3. Dues, service charges, initiation fees, and assessments as used in this Section shall not include fines and penalties levied by the Union.
4. A Flight Attendant will not be required to pay dues, assessments or any other service charge to the Union while performing, or for a time during which she/he performed, work not covered by this Agreement, including supervisory duties.
5. It is agreed that the Company shall not be liable for any claim of any Flight Attendant under the terms of this Section.
6. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability, and reasonable and customary attorney's fees, that may arise out of or by reason of any action taken by the Company under the terms of this Section. The Company shall promptly notify the Union of any such claims of liability made against the Company.
7. The initiation fee, or a service charge equivalent to the initiation fee, will be apportioned into five (5) equal amounts and deducted from five (5) consecutive paychecks.

**Assignment and Authorization  
For Payment of  
Union Service Charge and Dues**

To: Midwest Express Airlines

I, \_\_\_\_\_, hereby authorize and direct Midwest Express Airlines to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association of Flight Attendants, International ("Union"), or service charge in an amount equal to such dues for remittance to the Union.

I agree that this authorization shall be irrevocable for one year from the date hereof or until termination of the check-off agreement between Midwest Express and the Union, whichever occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Midwest Express Airlines and the Union by certified mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Flight Attendant: \_\_\_\_\_

Address of Flight Attendant: \_\_\_\_\_

Payroll Number: \_\_\_\_\_

Domicile: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION 25 UNION BUSINESS**

- A.** The Company shall provide space for a bulletin board at each Flight Attendant domicile of Company-designated hub(s) for posting Union materials authorized by the MEC/LEC President(s). The bulletin board shall only be used for posting notices of Union social and recreational affairs, Union elections, results of Union elections, Union meetings, notices pertaining to the administration of the Agreement, Union committee information, and postings from the AFA International office pertaining to job openings and other internal organizational matters. There shall be no other general distribution or posting by the Flight Attendants or the Union, except as provided in this Section, unless the MEC/LEC President(s) and the Director of Inflight or her/his designee mutually agree that a proposed posting is appropriate. Any notices posted that are not in accordance with this provision shall be removed by the Union unilaterally or at the Company's request.
- B.** An AFA representative shall be permitted to speak, for at least one (1) hour, to each new hire class of Flight Attendants at the end of the initial training period. The Company shall coordinate the date and time of the meeting with the Union. Nothing of a derogatory nature shall be communicated about the Company during this orientation. The Director of Inflight or her/his designee may observe the AFA orientation session.
- C.** Transportation over the routes of the Company shall be provided on a space available basis for Union staff representatives for the purpose of official business with the Company.
- D.**
1. The Company shall not unreasonably withhold permission for Flight Attendants designated by the Union to drop trip(s) for authorized Union business. Trips dropped for Union business prior to the completion of the final awarded lines will be placed into coverage lines or in open time. The Company may split trips dropped for Union business, if doing so would increase the likelihood of the trip being picked up or for reserve coverage of the trip. If there are not sufficient reserves to cover the trip, the Union will assist the Company in finding a replacement Flight Attendant for the trip.
  2. When a Flight Attendant misses a trip because of Union business, she/he will receive full pay and credit for the dropped trip(s).
  3. The Company shall invoice the Union for trips missed for Union business, with a 28% fringe benefit override.
  4. The Company shall make every effort to invoice the Union on a monthly basis, but in no event later than sixty (60) days after the month in which the trip would have been flown. The Company shall not seek reimbursement for trips that are not invoiced within the time limits listed herein. The invoice shall be paid within thirty (30) days of receipt.
- E.** The Company shall permit Union-authorized notices to be placed in each Flight Attendant's mailbox, with prior approval of the Director of Inflight.
- F.** The Union shall advise the Company in writing of the names of its designated representatives and such designation shall remain in effect until revoked by written notice by the Union.
- G.** The Company shall provide the LEC President with a copy of the following on a monthly basis:
1. System and Domicile Seniority list, with hire dates, including department hire date.
  2. Address, phone number and employee number of each Flight Attendant.
  3. Flight Attendant status.
- H.** The Union shall be responsible for reproduction of this Agreement. The Company and the Union shall equally split the cost of the reproduction.

**SECTION 26**  
**SAFETY AND HEALTH**

- A.** The Company shall consider the recommendations of the Safety and Health Committee (SHC) in all matters affecting the safety and health of Flight Attendants. The Company shall also consider recommendations made that concern passenger safety and health. The Company safety representatives and the Union Health and Safety Committee shall meet from time to time as needed at mutually agreeable times and places.
- B.** The SHC Chairperson or her/his designee may attend MEA/FAA aircraft certification demonstrations, including new emergency evacuation procedures, and shall be notified as far in advance as practical.
- C.** Reasonable efforts shall be made to standardize the configuration of safety/emergency equipment on each series of aircraft.
- D.** The SHC, without impacting operations, shall be allowed to inspect any aircraft in which the Company requires a Flight Attendant to work, or any aircraft crash site, without impeding the investigation.
- E.** The Company shall provide the SHC with monthly incident type reports regarding Flight Attendant on-the-job injuries/illness. The reports shall include the month and nature of the injury.
- F.** The Company shall notify the MEC President or a qualified designee as soon as practical of any aircraft accident, hijacking, or serious incident in which a Flight Attendant is involved. Names will be provided to the Union as circumstances dictate. These events are defined below:
1. Aircraft Accident: Any and all occurrences which cause damage to a Company aircraft or in which any person suffers death or injury.
  2. Hijacking: Seizure or attempted seizure of a Company aircraft with Flight Attendants on board by actual or threatened force of violence.
  3. Serious Incident: An incident with Flight Attendants on board Company aircraft involving any of the following:
    - a. Serious injury to a Flight Attendant.
    - b. Actual or planned passenger evacuation of an aircraft.
    - c. Fire and smoke on board resulting in Flight Attendant injuries.
    - d. Physical assault of a Flight Attendant by a passenger(s).
    - e. Aircraft decompression during flight requiring use of emergency oxygen systems.
    - f. Severe turbulence resulting in injuries to Flight Attendants.
- G.** Following any incident as listed in Paragraph F, above, Flight Attendants will be provided with immediate medical attention and, to the extent possible, isolated from the media.
- H.** Following any incident as listed in Paragraph F, above, the Company shall notify the designated emergency contact of each Flight Attendant involved, if the Flight Attendant is incapacitated or requests the Company to do so.
- I.** Following any incident as listed in Paragraph F, above, the Company shall release a Flight Attendant from further duty without loss of pay and credit for the trip pairing if the Flight Attendant is unable to continue to perform her/his duties. Following release from further duty, the Flight Attendant shall be paid pursuant to Section 13, Leaves of Absence.
- J.** The Company shall notify the MEC President upon receipt of information regarding hostilities, political disruptions or natural disasters which may present a danger to the safety of Flight Attendants at stations in which they are required to fly.
- K.** In the event of a hijacking or hostage situation in which a Flight Attendant is involved, the Flight Attendant shall be paid for her/his awarded line value plus or minus adjustments for the month in which the incident occurred. Thereafter, she/he will be paid her/his minimum monthly guarantee for the remainder of the incident. Payroll

deductions that are not required by law shall be held in abeyance for the duration of the incident.

- L.** The Company shall notify a Flight Attendant and the SHC upon receipt of information of any potential environmental hazards to which she/he may have been exposed while on duty.
- M.** A Flight Attendant shall have the right to request Union representation when she/he has been involved in an airline accident or incident as defined in Paragraph F, above. However, the Union shall not interfere with any Company investigation of an accident or incident.
- N.** No Flight Attendant shall be required to perform a bomb search on an aircraft or to remain on board during such search.
- O.** The Company shall provide the SHC copies of all information received regarding air contamination and noise level information that occurs in the aircraft environment.
- P.** Flight Attendants may wear earplugs during takeoff and landing.
- Q.** Flight Attendants shall not be required to lift items heavier than those listed in the Flight Attendant Physical Demands Sheet.
- R.** The Company will continue to maintain, with the FAA, the Flight Attendant FARs for Flight Attendants regarding duty and rest
- S.** A Flight Attendant shall not be permitted to be on board an Aircraft that is being test flown due to maintenance irregularities.
- T.** A Flight Attendant shall not be permitted to be on board an aircraft that is a pilot training flight. Supervised line flying and OE (Operating Experience) are not considered "pilot training" and therefore are not covered under this provision.
- U.** Unless passengers are onboard, a Flight Attendant shall not be required to remain on board an aircraft that is undergoing maintenance procedures on the ground, that, in the opinion of the Captain, would be unsafe for Flight Attendants.
- V.** A Flight Attendant who is being required to ride on a maintenance ferry shall be informed of the FAA Maintenance Ferry Level of the flight.
- W.** Upon the signing of this Agreement, the Company and the Union shall meet to discuss a policy regarding Flight Attendant assaults.

**SECTION 27  
RETIREMENT**

**A. The Midwest Express Retirement Account Plan (the “DC Pension Plan”)**

1. The Company shall maintain the Midwest Express Airlines Retirement Account Plan, effective April 1, 2000, covering as Participants, among other Company employees, all Flight Attendants covered by this Agreement. For Flight Attendants hired after the signing of this Agreement, participation in the DC Pension Plan will begin on the first day of the calendar month following completion of one month of continuous service.
2. The Company will make monthly contributions to each Flight Attendant's account under the DC Pension Plan, based on the Flight Attendant's age, as follows:

Flight Attendant's Age on Last Day of Month for which Earnings are Determined	Percentage of Flight Attendant's Earnings
Less than 35	2%
35 – 44	4%
45 and older	6%

- a. For this purpose, “Earnings” has the same definition as in the old Defined Benefit Plan, and a Flight Attendant's Earnings determined for any month are the Earnings paid to her/him during that month plus amounts which would have been paid to the Flight Attendant during that month but for the Flight Attendant's election to have such amounts contributed to a plan pursuant to Code Sections 401(k) or 125. The Company's contribution will be contributed to the trust under the DC Pension Plan on a monthly basis.
- b. Flight Attendants who are at least thirty-seven (37) years old on April 1, 2000 will receive an additional Company contribution to the DC Pension Plan payable each year for ten (10) years starting April 1, 2000. These additional contributions are called “Transition Credits”. The schedule of Transition Credits is as follows:

Age at April 1, 2000	Transition Credit
36 and younger	0.00% of pay
37 to 47	0.40% of pay
48 to 50	1.05% of pay
51 to 56	1.25% of pay
57 and older	1.55% of pay

- c. Any additional transition credits as provided under the DC Pension Plan for Flight Attendants will be paid to the Flight Attendant's account. Such payments will be made for a period of ten (10) years or until date of termination, if earlier, as specified in the plan document.
3. Vesting under the DC Pension Plan is five (5) year cliff vesting. All years of service, including prior years of service, count for vesting purposes.
  4. The Company shall establish an Employee Advisory Committee to meet with the Retirement Plan Committee on a periodic basis. The Union shall be permitted to have representation on this committee along with other employee groups of the Company.
  5. Upon request, the Company will provide to the Union a copy of the DC Pension Plan document.
  6. All contributions to the DC Pension Plan which are made available to other employees will be made available on the same terms to Flight Attendants.

**B. The Midwest Express Airlines Savings and Investment Plan (“the 401(k) Plan”)**

1. The Midwest Express Airlines Savings and Investment Plan, effective January 1, 1995, as amended (the "401(k) Plan") which is presently or hereafter made available to other crafts and classes of Midwest Express Airlines, Inc. employees will be made available on the same terms to Flight Attendants covered by this Agreement.
  
2. The Company shall establish an Employee Advisory Committee to meet with the Retirement Plan Committee on a periodic basis. The Union shall be permitted to have representation on this committee along with other employee groups of the Company.

## **SECTION 28 INSURANCE**

All insurance benefits (life, retiree medical, retiree life, hospital, medical, dental, AD&D, disability, business travel accident, etc.) that are presently or hereafter made available to other crafts and classes of Midwest Express Airlines, Inc. employees will be made available on the same terms to Flight Attendants covered by this Agreement. Should any improvements in the current policies be offered to said employee groups, the improvements will be offered to the Flight Attendants. Should it be necessary to negotiate benefit changes (e.g., increasing deductibles or co-payment amounts) with the insurance carriers(s) or should premium increases require greater contribution from participants, the Company will notify the Union and provide an opportunity to discuss such changes prior to the implementation of such change.

## **SECTION 29 GENERAL**

### **A. Non-Discrimination**

The Company and the Union shall not discriminate in any way against any Flight Attendant covered by this Agreement with respect to her/his religion, sex, race, color, national origin, sexual orientation, age as described by the Age Discrimination In Employment Act (ADEA), or disability as described by the Americans With Disabilities Act (ADA), or on any other basis prohibited by federal or state law. The Company will not tolerate sexual harassment.

**B.** All orders to Flight Attendants involving a change in base assignment, promotions, demotions, furloughs, recall and leaves of absence will be stated in writing.

### **C. Personnel Files**

1. A personnel file shall be maintained on each Flight Attendant in the employ of the Company. All training and personnel records maintained by the Company or a Flight Attendant will be open for Flight Attendant inspection in conjunction with an official of the Company during normal business hours. Any photocopying requested by the Flight Attendant shall be at her/his expense.
2. No derogatory material (for example, complaint letters, critical material, warnings and suspensions) which might serve as a basis for disciplinary action will be placed in a Flight Attendant's file unless a copy is given to the Flight Attendant within fourteen (14) days of receipt by the Inflight Department. In the event that such a document identifies a passenger, another Flight Attendant, or contains derogatory comments about an employee other than the Flight Attendant, that identifying information will be redacted before the material is provided to the Flight Attendant. Each Flight Attendant shall have the right to submit a response letter to any information contained in her/his personnel or training records within fourteen (14) days of receipt by the Flight Attendant and to have the response included in her/his file.
3. Except in cases involving harassment or employment discrimination, disciplinary records or correspondence of a derogatory nature will not be used to further discipline the Flight Attendant after eighteen (18) months from the date of issue, unless, within the eighteen (18) month period, there has been any intervening discipline for an infraction of a similar nature.
4. Training and personnel records shall only be disclosed to third parties where required by law or authorized in writing by the Flight Attendant.

### **D. Pass Policy**

Flight Attendants, retirees and their eligible dependents shall be provided pass privileges in accordance with the Company pass policy, which will be available to Flight Attendants on the same terms and conditions as any other employee class and craft.

### **E. Indemnification**

The Company shall indemnify a Flight Attendant or her/his estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Flight Attendant's performance of her/his duties with the Company, unless such claims arise from the willful misconduct of the Flight Attendant.

### **F. Severability**

Should any part of this Agreement be rendered invalid by reason of any existing or new legislation, act of governmental agency or court decree, the invalid part or provision shall not invalidate the remaining portions and they shall remain in full force and effect.

### **G. Flight Attendant Jumpseat**

1. Flight Attendants shall continue to have jumpseat privileges and with the same priority as Flight Attendants are afforded as of the date of signing.
2. A Flight Attendant will be able to occupy the jumpseat while not on duty, for personal reasons. A Flight Attendant will not be required to wear her/his uniform while occupying the jumpseat when traveling for

personal reasons, provided the Flight Attendant conforms to the non-revenue dress attire guidelines. If sitting in the jumpseat and not in uniform, Flight Attendants must wear their Company ID visibly during the entire flight.

**H. Flight Attendant Duties**

1. a. Flight Attendants are responsible for maintaining the general cleanliness of the aircraft cabin. Flight Attendants will not be responsible for extraordinary cleaning and grooming (e.g., emissions from passengers due to air sickness).
- b. The Company agrees to meet and discuss Flight Attendant ground duties.
2. Flight Attendants will be provided with service gloves and disposable vinyl gloves for use inflight. If a Flight Attendant chooses to wear disposable vinyl gloves inflight, she/he must wear service gloves over them, except for cleaning.

**I. Company and Flight Attendant Property**

A Flight Attendant shall not be required to pay for damage to or theft of Company property on or off any aircraft while performing her/his regular duties, unless caused by negligence or intentional misconduct of the Flight Attendant.

**J. Special Assignment**

A Flight Attendant who attends a professional function at the request of the Company shall be reimbursed for approved expenses associated with the function in accordance with Company policy.

- K.** A Flight Attendant shall not be weighed or disciplined for weight-related matters assuming she/he can perform the functions of the Flight Attendant position.

**L. Inflight Service Changes**

The Company shall confer with the MEC President or her/his designee when concerns are raised about inflight service procedures, or before changes are made to inflight service procedures which would affect the Flight Attendants.

**M. Crew Lounge**

The Company shall provide crew lounges at all domicile locations. The Company will meet and discuss with the Union regarding the establishment of such facilities.

**N. Miscellaneous Expenses**

The Company will pay for a Flight Attendant's passport if required for duty.

**SECTION 30  
DURATION**

This Agreement shall become effective on October 22, 2002 and shall continue in full force and effect until October 22, 2006, and shall renew itself without change each October 22 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 October 22, 2006 or any October 22 thereafter.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ David C. Reeve  
\_\_\_\_\_  
David C. Reeve  
Senior Vice President - Operations

/s/ Patricia A. Friend  
\_\_\_\_\_  
Patricia A. Friend  
International President

/s/ Jill Van Leuven  
\_\_\_\_\_  
Jill M. Van Leuven  
Director - Inflight and Dining Services

/s/ Toni L. Phillips  
\_\_\_\_\_  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
\_\_\_\_\_  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
\_\_\_\_\_  
Staff Attorney

**Letter of Agreement # 1  
Letter of Agreement  
between  
MIDWEST EXPRESS AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Express Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**COMMUTER POLICY**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

1. A Flight Attendant who notifies the Company that she/he is a commuter will designate a city on the Midwest Express Airlines flight schedule as the place of origin.
2. A commuter must make all reasonable efforts to arrive at her/his domicile prior to her/his scheduled check-in time.
3. If a Flight Attendant attempts to commute on two (2) consecutive Midwest Express Airlines flights from her/his designated city, and because of flight cancellations or delays beyond her/his control, the unavailability of cabin jumpseats or passenger seats due to loads or weight limits, or number of Flight Attendants due to service requirements, is unable to arrive in time to permit normal check-in at her/his domicile, the commuter will notify Crew Scheduling immediately and will be granted, without pay, time off the scheduled trip pairing or portions of the trip pairing lost.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement and extending until exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

/s/ David C. Reeve  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
Staff Attorney

**Letter of Agreement # 2  
Letter of Agreement  
between  
MIDWEST EXPRESS AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Express Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**LONGEVITY**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union").

WHEREAS beginning October 2001 the Company implemented a longevity freeze (the "longevity freeze") for pay purposes; and

WHEREAS the longevity freeze will end on October 1, 2002, but longevity not accrued during the longevity freeze will not be immediately restored for Flight Attendants or other employee groups;

THEREFORE the parties agree as follows:

Beginning October 1, 2002, each Flight Attendant will resume accrual of longevity for pay purposes. Longevity not accrued during the longevity freeze will be restored as soon as the Company achieves two consecutive quarters of profitability, one of which must be a first or a fourth quarter, so long as the total profit is sufficient to restore longevity to all employees affected by the freeze. In any event, longevity not accrued during the freeze will be restored to Flight Attendants no later than in accordance with the schedule established for other affected employee groups.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement and extending until exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
Staff Attorney

**Letter of Agreement # 3**  
**Letter of Agreement**  
**between**  
**MIDWEST EXPRESS AIRLINES, INC.**  
**and the**  
**Flight Attendants**  
**in the service of**  
**Midwest Express Airlines, Inc.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**NO STRIKE, NO LOCKOUT**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

1. During the term of this Letter of Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, the Union (including its directors, officers, representatives and agents) and the employees represented by the Union will not engage in 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 cause any organized job action in support of picket lines established at the Company.
2. The Company waives any claim that the commitment stated in Paragraph 1, above, remains applicable outside the period set forth in that paragraph pursuant to the Railway Labor Act's status quo provisions or otherwise.
3. During the period that the commitment in Paragraph 1, above, is inapplicable, it is acknowledged that this Letter of Agreement will contain no contractual prohibition on the ability of the Association and the Flight Attendants to honor lawful picket lines.
4. During the term of this Letter of Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, the Company (including its directors, officers, managers, representatives and agents) will not engage in any lockout of Flight Attendants covered by the Agreement.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement and extending until exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
Staff Attorney

**Letter of Agreement # 4**  
**Letter of Agreement**  
**between**  
**MIDWEST EXPRESS AIRLINES, INC.**  
**and the**  
**Flight Attendants**  
**in the service of**  
**Midwest Express Airlines, Inc.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**ON-LINE BIDDING**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

- A. A Flight Attendant who wishes to have the monthly bid packet and open-time available list e-mailed to him/her, may place his/her name on the "Bid Packet E-Mail Distribution List." Flight Attendants signed up for this service shall be e-mailed the bid packet and open time available information in Adobe Acrobat (.PDF) format.
- B. All Flight Attendants, whether on the list or not, shall have the opportunity to e-mail their bids for the monthly bid packet or open time, as well as e-mail their requests for trip drops and trades with open time to Crew Scheduling at an address provided by the Company. Crew Scheduling shall send a confirmation e-mail to the Flight Attendant noting receipt of his/her specific request within two (2) hours of the receipt of the e-mail, provided the request was sent to the Midwest Express published address.
- C. Nothing in this Letter of Agreement is intended, in any way, to alter the dates, times, and deadlines established in the Section 7, Scheduling, for the publishing/posting and/or placing of bids.
- D. It is the responsibility of the Flight Attendant to insure that the information she/he e-mailed to the Company was received by the Company. If the Flight Attendant receives an e-mail confirmation described in Paragraph (A) above, it shall be deemed that her/his bid was properly transmitted and received by the Company.
- E. For the duration of this Agreement, the Company shall continue the current practice of allowing Flight Attendants to receive and bid on paper, without charge. This means, among other things, the Company shall make available, in sufficient quantities, hard-copy printed bid packets and shall continue to receive hard-copy bids via hand-delivery by the Flight Attendant and fax to a designated fax number of the Company.
- F. If, during the life of the Agreement, either side wishes to discuss the concept and possibility of implementing a Preferential Bidding System (PBS), the parties shall meet to exchange ideas, concerns, etc. However, a PBS will not be implemented and the then-current Bidding System shall not be altered without the prior written approval of both the Company and the Union.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement and extending until exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve  
\_\_\_\_\_  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
\_\_\_\_\_  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
\_\_\_\_\_  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
\_\_\_\_\_  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli \_\_\_\_\_  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns \_\_\_\_\_  
Staff Attorney

**Letter of Agreement # 5**  
**Letter of Agreement**  
**between**  
**MIDWEST EXPRESS AIRLINES, INC.**  
**and the**  
**Flight Attendants**  
**in the service of**  
**Midwest Express Airlines, Inc.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**PAIR BUILD MEETINGS, SECTION 7.A.4**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC. (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

1. Within forty-eight (48) hours of the final bid awards from the prior month, the Union will identify to the Company up to two (2) Flight Attendants from the Union's Scheduling Committee who are designated to attend the subsequent month's pair build meeting and to review the lines, as provided in Section 7.A.4, Scheduling. The Company will remove the designated Flight Attendant(s) from the schedule, if necessary, to allow her/his attendance at the monthly pair build meeting by inserting a staff day on such Flight Attendant's schedule on the day of the meeting. In addition, the Company will remove the designated Flight Attendant(s) from the schedule, if necessary, to allow her/him up to one (1) day for the purpose of reviewing the lines that have been constructed and making recommendations regarding line construction following the pair build meeting and before the lines have been put out for bid by inserting a staff day on such Flight Attendant's schedule. The Company will credit the designated Flight Attendant(s) for such staff days in accordance with this Agreement, up to a maximum of four (4) credit hours. If the Flight Attendant was removed from a trip(s) for the purpose of attending the meeting(s) set forth in this paragraph, the Flight Attendant(s) will be credited with the value of the staff day or the amount of time the Flight Attendant was scheduled, whichever is greater. If the Flight Attendant was not scheduled, the Company will credit the designated Flight Attendant(s) for a staff day in accordance with this Agreement for four (4) credit hours.
2. Such payments shall constitute the extent of the "Company's expense" pursuant to Section 7.A.4, Scheduling. A Flight Attendant who was removed from a trip pursuant to this Letter of Agreement may be returned to her/his original trip by splitting the trip if possible, or placed on Guaranteed Reserve for the duration of such trip.
3. The designated Flight Attendant(s) shall have the opportunity to review the lines to determine whether the suggestions they offered were implemented or, if not, receive an explanation from Crew Planning the day the bids are due. In any case, such review and discussion with Crew Planning shall not delay the publication of the lines.
4. In the case of major schedule changes which require additional pair build meeting(s), the Company will remove the designated Flight Attendant(s) from the schedule, if necessary, to attend the pair build meeting(s) at Company expense as set out in this Letter of Agreement.
5. The Company shall not have any obligation to remove the Flight Attendant(s) from her/his scheduled duties or compensate the Flight Attendant(s) for such activities beyond what is provided in this Letter of Agreement.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement and extending until exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve \_\_\_\_\_  
David C. Reeve  
Senior Vice President - Operations

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend \_\_\_\_\_  
Patricia A. Friend  
International President

/s/ Jill Van Leuven \_\_\_\_\_  
Jill M. Van Leuven  
Director - Inflight and Dining Services

/s/ Toni L. Phillips \_\_\_\_\_  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli \_\_\_\_\_  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns \_\_\_\_\_  
Staff Attorney

**Letter of Agreement # 6**  
**Letter of Agreement**  
**between**  
**MIDWEST EXPRESS AIRLINES, INC.**  
**and the**  
**Flight Attendants**  
**in the service of**  
**Midwest Express Airlines, Inc.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**PROFESSIONAL STANDARDS**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC. (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

1. The Company and the Union agree to adopt the following procedures for the resolution of disputes relating to a conflict between Flight Attendants which affects their professional interaction, a conflict between a Flight Attendant and a member of another employee group, and/or conduct of a Flight Attendant that reflects unfavorably upon the profession.
2. Should a professional standards problem come to the attention of Midwest Express Airlines, the Company may, at its sole discretion, refer such dispute to the Union Professional Standards Committee (UPSC).
3. Whenever the Company elects to refer the dispute to the UPSC, the UPSC shall have a designated period of time - normally thirty (30) days or such other period as may set by the Company - in which to attempt to resolve the problem. During the designated period, the Company agrees to hold in abeyance any action it may have commenced or may have contemplated taking unless further information becomes known which would alter the facts of the Company's legal obligations as understood by the Company at the time it made the initial referral.
4. The Committee agrees to encourage the individuals involved to discuss the matter privately in a forthright and reasoned manner in an attempt to resolve the dispute. Failing this, the UPSC will elicit all sides of the story and counsel all parties at a peer level. Generally, such discussions will be held via the telephone with no records being kept.
5. Should the conflict fail to be resolved through the methods set forth above, the Flight Attendant(s) involved will be invited to a UPSC meeting. After each Flight Attendant has had the opportunity to present her/his view of the matter, the UPSC will seek a commitment from the parties involved to end the conflict, uphold the standards of the Midwest Express Airlines Flight Attendant position and work together in the future constructively and without dissension or consternation. Should any Flight Attendant refuse to participate in such a UPSC meeting, the Union will advise the Company and the Company shall encourage all involved parties to work with the UPSC to attempt to affect an amicable and equitable resolution to the problem.
6. At or before the end of the designated period, the UPSC shall make a written report to the Manager of Inflight or her/his designee that either "the problem is resolved" or that "the UPSC is unable to resolve the matter and cannot be of any further assistance." In the event the UPSC reports that the problem has been resolved, the Company may, in its discretion, confirm with the participants in the dispute that they are satisfied with the resolution achieved by the UPSC.
7. In the event that successful resolution of the problem is not obtained by the UPSC within the designated period, the Company is then free to take whatever action that is not inconsistent with the Agreement and which the Company deems necessary and appropriate to resolve the problem. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the designated period during which the matter was under referral to the UPSC will not be raised by the Union as a defense nor will the Company assert any failure of the UPSC to arrive at successful resolution as supporting the Company's position. The Company further agrees that no UPSC member will be asked or required by the Company to bear witness in any disciplinary case that had previously been referred to the UPSC by the Company. However, this will not be applicable in any Federal or State agency investigation or litigation arising from such case.
8. The existence of the Letter of Agreement and procedures delineated above shall in no way alter or diminish the

Company's authority to ensure proficiency and air safety nor shall this agreement or the procedures herein abridge or infringe upon a Flight Attendant's rights under the Agreement.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the basic Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ David C. Reeve  
\_\_\_\_\_  
David C. Reeve  
Senior Vice President - Operations

/s/ Patricia A. Friend  
\_\_\_\_\_  
Patricia A. Friend  
International President

/s/ Jill Van Leuven  
\_\_\_\_\_  
Jill M. Van Leuven  
Director - Inflight and Dining Services

/s/ Toni L. Phillips  
\_\_\_\_\_  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
\_\_\_\_\_  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
\_\_\_\_\_  
Staff Attorney

## Letter of Agreement # 7

**Letter of Agreement  
between  
MIDWEST EXPRESS AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Express Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS,  
AFL-CIO**

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### CREW SCHEDULING – FLIGHT ATTENDANT RECORDED CONVERSATIONS

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter referred to as the "Company"), and the Flight Attendants in the service of Midwest Express Airlines, as represented by the Association of Flight Attendants, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Company and the Union have a mutual interest in setting forth the rules governing the access to and use of certain recorded telephone conversations between flight attendants and crew scheduling.

THEREFORE, it is mutually agreed as follows:

1. All telephone lines used for conversations between Flight Attendants and crew scheduling shall be recorded. However, telephone lines that are used for conversations by Company personnel occupying the title(s) of Manager and above shall not be recorded.
2. Telephone lines specified in Paragraph 1 of this Letter will be in the recording mode at all times. Every recorded telephone line will have an audible tone installed or its equivalent which indicates that a conversation is being recorded. The Company shall not be responsible for mechanical malfunctions related to the audible tone system.
3. Upon the initiation of a telephone call on a recorded line, Company personnel shall identify their Company status to the contacted Flight Attendant and the person on the receiving end of the call will confirm that the Company representative is talking to the affected Flight Attendant. For example: "Hello, this is Midwest Express Crew Scheduler Smith calling, am I talking to Flight Attendant Jones?"
4. The Company shall retain each recorded conversation for ninety (90) days from the date of recording, except as noted hereafter. If the Company initiates disciplinary action involving a Midwest Express Flight Attendant, the Company shall retain the recording until such time as the disciplinary action has been finally resolved by settlement, withdrawal, System Board decision, or otherwise. If the Union files a grievance and advises the Company prior to the ninetieth (90<sup>th</sup>) day after the date of recording, the Company will retain the recording until such time as the grievance has been finally resolved by settlement, withdrawal, System Board or otherwise.
5. The Company shall not randomly review the recording for the purpose of initiating discipline. It can, of course, review individual conversations for the purpose of either confirming or dismissing allegations regarding a conversation with a Flight Attendant. If a recorded conversation has been heard by the Company and the Company intends to initiate disciplinary action against a Flight Attendant, the Company will contact the MEC President to arrange for a designated Union representative, specified in Paragraph 6, below, to hear the recording. The MEC President or her/his designee will treat the information provided as confidential, except in the context of a hearing, grievance or other representation matter such as an FAA, NTSB or other legal proceeding.
6. The following Company departmental personnel in a position of Manager and above are authorized to listen to recorded conversations: Security; Legal; Customer Service; Inflight; Maintenance; Operations; Crew Scheduling; Dispatch; Company-designated counsel; and the Company personnel whose voice was recorded. The following Union position titles are authorized to listen to recorded conversations: MEC President; Grievance Chairperson; International Bargaining Representative; Union-designated counsel; and – when accompanied by at least one of the previously-named Union representatives – Flight Attendants subject to disciplinary action or who have filed

grievance(s). Upon mutual consent, other titles may be added or deleted from the above list(s), and additional person(s) may be added on a case-by-case basis.

7. Nothing herein shall preclude the Company from listening to a recorded conversation for the purpose of investigation relating to non-Flight Attendant personnel.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the basic Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

/s/ David C. Reeve  
\_\_\_\_\_  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
\_\_\_\_\_  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
\_\_\_\_\_  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
\_\_\_\_\_  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
\_\_\_\_\_  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
\_\_\_\_\_  
Staff Attorney

**Letter of Agreement # 8**

**Letter of Agreement  
between  
MIDWEST EXPRESS AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Express Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**UNIFORM INSIGNIA  
IN CONNECTION WITH NAME CHANGE  
TO MIDWEST AIRLINES**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC., (hereinafter the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union"). The parties hereto have mutually agreed to the following:

In accordance with Section 15.C, any uniform insignia that may change as a result of the name change to Midwest Airlines, including wings and/or name bar and buttons, will be provided by the Company at no cost to the Flight Attendant.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the basic Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
Staff Attorney

**Letter of Agreement # 9**

**Letter of Agreement  
between  
MIDWEST EXPRESS AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Express Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL**

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**IMPLEMENTATION SCHEDULE**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST EXPRESS AIRLINES, INC. (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS, INTERNATIONAL (hereinafter the "Union").

WHEREAS the Company and the Union have reached agreement upon a first collective bargaining agreement (hereinafter referred to as the "Agreement").

NOW, THEREFORE, it is agreed as follows:

The Agreement shall be effective on the date of signing ("DOS"), except as otherwise specifically provided in the Agreement and/or the Attachment to this Letter of Agreement.

THIS LETTER OF AGREEMENT shall be effective as of \_\_\_\_\_, and shall remain in full force and effect concurrent with the duration of the basic Agreement and extending until the exhaustion of the procedures under the Railway Labor Act for the amendment of the parties' collective bargaining agreement, whichever occurs sooner.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_ day of \_\_\_\_\_ 2002.

MIDWEST EXPRESS AIRLINES, INC.

s/ David C. Reeve  
David C. Reeve  
Senior Vice President - Operations

/s/ Jill Van Leuven  
Jill M. Van Leuven  
Director - Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS,  
INTERNATIONAL

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Members

/s/ Joe Burns  
Staff Attorney

## ATTACHMENT

### Section 3, Compensation:

- Section 3.C.1 (78-hour monthly guarantee) shall be implemented November 1, 2002.
- Section 3.D (cancellation pay) shall be implemented November 1, 2002.
- Section 3.E (compensation for extensions) shall be implemented November 1, 2002.
- Section 3.G.1 (vacation block) shall be implemented December 1, 2002.
- Section 3.G.2 (vacation by the hour) shall be implemented November 1, 2002 for those flight attendants who convert to vacation by the hour on or after that date.
- Section 3.H (deadhead/ferry pay) shall be implemented November 1, 2002.
- Section 3.I (ground holding pay) shall be implemented November 1, 2002.
- Section 3.J (holiday pay) shall be implemented November 1, 2002.
- Section 3.K (international pay) shall be implemented November 1, 2002.
- Section 3.L (jury pay) shall be implemented November 1, 2002.
- Section 3.M.1 (recurrent training pay) shall be implemented December 1, 2002.
- Sections 3.M.2-5 (other training pay) shall be implemented November 1, 2002.
- Section 3.N (staff day) shall be implemented November 1, 2002.
- Section 3.O.1 (open time picked up by reserve) shall be implemented November 1, 2002.
- Section 3.O.2 (credit for reserve duty by lineholder) shall be implemented December 1, 2002.
- Section 3.P (volunteer fly pay) shall be implemented November 1, 2002.
- Section 3.Q (coaching pay) shall be implemented November 1, 2002.
- Section 3.R (pay checks) shall be implemented November 1, 2002.
- Section 3.U (drug/alcohol testing) shall be implemented November 1, 2002.
- October 2002 compensation shall be as follows: For the first 21 days of the month, Flight Attendants shall receive 21/30<sup>th</sup> of their salary prior to the signing of this Agreement. For the last nine days of the month, they shall receive that salary multiplied by 2.5%.

### Section 7, Scheduling:

- Sections 7.A.2 and 3 shall be implemented 30 days after DOS.
- Section 7.A.4 shall be implemented in connection with the November 2002 bid for December 2002 lines (hereinafter the "November 2002 bid").
- Section 7.C (Line Construction) shall be implemented in connection with the November 2002 bid, except that Section 7.C.2 (low-times lines) shall be implemented in accordance with Section 7.I below.
- Section 7.D (Bidding) shall be implemented in November 2002.
- Section 7.E (Bid Period Transition/Conflict Resolution) shall be implemented in connection with the December 2002 lines (bid for in November 2002).
- Section 7.G.5.b (lineholder dropping trip into open time) – Company shall not be required to maintain trip drop request in open time until 60 days after DOS.
- Section 7.G.12 – Company shall not be required to highlight trip drop requests placed in open time list until 60 days after DOS.
- Section 7.G.17 shall be implemented 60 days after DOS.
- Sections 7.H.4 and 7H. 5.f-i (junior assignments) shall be implemented May 1, 2003.
- Section 7.I.b (Low Time Lines) – the first quarter shall be January-March, 2003.
- Section 7.I.d (Low Time Lines) shall be implemented December 2002.

### Section 8, Reserve:

- Section 8.A (reserve lines) shall be implemented in connection with the November 2002 bid.
- Section 8.B.1 - Field Standby Reserves shall be implemented May 1, 2003.
- Section 8.B.3.a shall be implemented 30 days after DOS.
- Section 8.B.4 (Field Standby Reserves) shall be implemented May 1, 2003.

### Section 10, Charters:

- Section 10.B (Compensation) shall be implemented November 1, 2002.
- Sections 10.C.4 and 5 shall be implemented in connection with the November 2002 bid.
- Sections 10.D.1, 2, and 3 (scheduling) shall be implemented under the same schedule noted above for Sections 7.C.D. and E, above.
- Section 10.D.7 (Junior Assignment) shall be implemented May 1, 2003.

### Section 12, Vacation:

- Section 12.B (Bidding) – the first annual vacation bid will be October 2003.

### Section 15, Uniforms:

- Section B.2 shall be implemented January 1, 2003.

Section 29, General:

- Section H.2 (service gloves) shall be implemented 60 days after DOS.

**Protocol Agreement  
Between the  
Association of Flight Attendants, AFL-CIO  
And  
Midwest Airlines**

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**Agreement to Conduct Non-Section 6 Negotiations**

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**This Letter of Agreement** is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between **Midwest Airlines, Inc.** (the "Company") and the **Association of Flight Attendants, AFL-CIO** (the "Union" or "AFA").

**Whereas** the deterioration of the airline industry has led to economic hardship at Midwest Airlines, and **Whereas** both the Union and the Company adhere to the core value principles of honesty, integrity, responsiveness and respect, and

**Whereas** the Union and the Company agree to work together in a collaborative manner utilizing our core values,

**Therefore be it resolved** that the Union and the Company shall enter into negotiations to amend the 2002 Flight Attendant Collective Bargaining Agreement to assist the Company under the terms of this Letter of Agreement:

1. The grievance AFA filed over the December 2002 Attendance Policy will be submitted to grievance mediation per Section 23B. of the Collective Bargaining Agreement as soon as possible. In accordance with 23.B., it is mutually agreed a mediator will be asked to facilitate resolution of this grievance. In the interim the Company shall hold in abeyance any disciplinary suspensions or terminations under the December 2002 Attendance Policy. Unless the parties agree otherwise, such disciplinary suspensions or terminations will take affect after the grievance mediation, subject to the grievance provisions of the Collective Bargaining Agreement. No "timeliness" defense in connection with the abeyance of the disciplinary suspensions and or terminations mentioned above will be raised by the Union on behalf of any Flight Attendant.
2. The Company shall provide relevant financial information to the Union and its designated representatives and financial advisors, subject to confidentiality agreements acceptable to the Company.
3. The Company will reimburse the Union for it's expenses incurred in connection with its retention of Eclat, up to \$30,000. This sum will be payable in two equal installments. The first installment of fifteen thousand dollars (\$15,000) is to be paid immediately, while the second installment of up to fifteen thousand dollars (\$15,000) is to be paid upon ratification and execution of the parties amended Collective Bargaining Agreement. Upon request, the Company shall be provided an itemized invoice detailing fees and expenses incurred by Eclat on behalf of AFA. In the event the Company declares bankruptcy, the second installment will be treated as an administrative claim and not as a claim of an unsecured creditor. In the event the Company declares bankruptcy, the Company will reimburse the Union for up to an additional twenty thousand dollars (\$20,000) to cover reasonable and customary fees and expenses incurred by Eclat for consulting services provided to the Union in the course of ongoing negotiations.
4. All reasonable fees and expenses incurred by AFA for these negotiations shall be paid for by the Company upon received of itemized invoices detailing such expenses. The Company will provide space available business passes to the MEC Negotiating Committee, AFA staff and required consultants in connection with the negotiations. The Company will not invoice the Union under Section 25.D.#. of the Collective Bargaining Agreement for Flight Pay Loss incurred in connection with the negotiations.
5. Section 21.A.1. of the Collective Bargaining shall be modified as follows, "All voluntary furlough announcements will provide a beginning and an end date for the voluntary furlough being offered. A Flight Attendant on voluntary furlough may be recalled prior to the announcement end date of the furlough in accordance with provisions of Section 21.B. below."

**In Witness Whereof**, the parties have signed this Agreement on the 30<sup>th</sup> day of June, 2003.

**For the Association of Flight  
Attendants, AFL-CIO:**

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

**For Midwest Airlines:**

/s/ David Reeve  
David Reeve  
Senior Vice President - Operations

/s/ Toni Phillips  
Toni Phillips  
MEC President

/s/ Jill Van Leuven  
Jill Van Leuven  
Director – Inflight Service

/s. Chris Marinangeli  
Chris Marinangeli  
Negotiating Committee Member

/s/ Terri Owen  
Terri Owen  
Staff Negotiator

**Agreement  
between  
MIDWEST AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO**

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**MIDWEST AIRLINES RESTRUCTURING AGREEMENT**

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This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO (hereinafter referred to as the "Union").

**A. Purpose and Participation**

1. The purpose of this Letter of Agreement is to accommodate the restructuring of Midwest Airlines, Inc. by making certain modifications to the existing Flight Attendant Agreement in addition to the provisions of the Agreement to Conduct Non-Section 6 Negotiations dated June 30, 2003.
2. Any provision of the current Flight Attendant Agreement not specifically altered by this Letter of Agreement remains in full force and effect.

Mid-term re-opener at DOS plus 30 months. At the option of either party, the parties will meet and negotiate over items of insignificant economic impact. Each party may submit up to five (5) such issues to interest arbitration. During the mid-term re-opener, AFA may choose to amend any item(s) in subsection B of this Agreement by offering another item(s) of the same or greater value. Such value to be mutually-agreed-to by the parties.

3. The provisions of this Letter of Agreement are predicated on participation in the restructuring program by all other represented labor groups and non-represented, management and executive salaried personnel at Midwest Airlines as delineated in the Business Plan dated May 2003. To become effective, ratification of agreements by ALPA as well as AFA must occur, unless waived by AFA.
4. If the target cost reductions for ALPA-represented pilots as established by the Company in connection with the Business Plan dated May 2003 is reduced, the amount in labor cost reductions requested from AFA will be reduced by an equal percentage. AFA will determine the adjustment to Section B of this Agreement necessary to achieve the new target cost.
5. If the Midwest pilots represented by ALPA and the Company reach a concessionary agreement in connection with the on-going restructuring negotiations that provides greater bankruptcy protection, returns framework and governance (e.g. stock option program, seat on the Board, etc.), and a duration that is different than the two options offered to AFA, the same terms will be offered to the Flight Attendants.
6. Terms for Additional Protection will be as outlined in the Company's July 7, 2003 proposal (Attachment E), except that number 4 will be replaced by the following: "The Company and MEH will actively support the appointment of AFA to an official committee of unsecured creditors as part of such bankruptcy with respect to the Company or MEH;"
7. The Company will not request additional relief without also requesting appropriately proportioned relief from all other labor groups (including represented, non-represented and management).

**B. Labor Cost Reductions**

1. Vacation Block (Section 3.G.1.)

Modify Section 3.G.1. as follows:

"A Flight Attendant who is on a block of vacation days shall have her/his bank of vacation days reduced by the number of days in the block and shall receive nineteen (19) hours of flight pay and credit for the vacation block."

2. Deadhead/Ferry Pay (Section 3.H.1.)

Modify Section 3.H.1. as follows:

"Whenever a Flight Attendant is required to deadhead to or from a flight duty assignment or engage in ferry flying, s/he will be paid the greater of scheduled or actual time flown on a trip pairing basis at fifty (50) percent her/his hourly rate. Dedicated Charter Flight Attendants required to deadhead to or from a charter flight duty assignment or engage in charter ferry flying will be paid the greater of scheduled or actual time flown on a trip pairing basis. If the Flight Attendant is required to deadhead by surface transportation, s/he will be paid the driving distance (AAA miles) divided by 60 to get a pay credit in terms of hours."

3. Charters (Section 10)

Eliminate "one and one-half (1.5) times" from 10.B.1. and 2.

Modify Section 10.B.4. as follows:

"A DCFA who voluntarily picks up a charter on a day(s) off in accordance with Paragraph D.5. of this Section will be paid at her/his regular rate of pay."

4. Guarantees (Section 3.C.)

Eliminate Section 3.C.4.

5. Regular Line Construction (Section 7.C.1.a.)

Modify Section 7.C.1.a. as follows:

"No more than 50% (fifty percent) of the lines will be constructed with more than eight-two (82) hours, exclusive of charter lines; and"

6. Trip Rig (Section 3.C.6.)

Modify Section 3.C.6. as follows:

"A flight attendant shall receive one (1) hour for every four (4) hours of actual time away from base. DCFA shall receive one (1) hour for every three and three-quarter hours (3.75) of actual time away from base."

7. Low-Time Lines (Section 7.I.1.)

Modify Section 7.I.1. as follows:

"Low-time lineholders shall receive and be entitled to participate in all of the benefits offered by the Company to all other regular lineholding Flight Attendants, except their sick leave and vacation accrual will be at half that of a fulltime Flight Attendant and they may maintain their insurance benefits by paying the employee and employer portion of the benefit."

8. Definition of "Month" (Section 2.Q.)

August 31 will be moved to September and October 31 will be moved to November.

9. Sick Leave (Section 16)

Modify Section 16.A.1. as follows:

"Flight Attendants shall accrue four (4) hours of sick leave credit for each month of active service, up to a maximum bank of seven hundred fifty (750) hours."

Modify Sections 16.B.1. and 2. as follows:

1. "A Flight Attendant who is unable to fly her/his trip(s) due to illness or injury and is not using FMLA shall be paid and credited for three and a half (3.5) hours per day, to the extent she/he has sick time available. A Flight Attendant who is unable to fly her/his trip(s) due to illness or injury and is using FMLA shall be paid and credited for trip(s) missed, to the extent she/he has sick time available."
  2. "A Flight Attendant who is not using FMLA and receives sick leave pay will have her/his sick bank reduced by three and a half (3.5) hours per day. A Flight Attendant who is using FMLA and receives sick leave pay will have her/his sick bank reduced by the number of credit hours missed."
10. Lineholder Trades with Uncovered Open Time (Section 7.G.3.) and Lineholders Dropping a Trip into Open Time (Section 7.G.5.)

Modify third sentence of Section 7.G.3. as follows:

"This type of trade will also be approved if the trade will not result in more than two (2) am and two (2) pm open trips per day in MKE, including the trip being dropped into Open Time."

Modify third sentence of Section 7.G.5. as follows:

"The trip drop will be approved if there are no more than two (2) am and two (2) pm open trips per day in MKE."

11. Compensation (Section 3 – Attachment A)
- a. Pay rates attached.
  - b. Flight Attendants will be treated consistently with other crafts/classes with respect to base pay increases. "Consistency" will include consideration for prior wage actions (e.g. freezes, reductions, etc.) by other crafts/classes and requirements with respect to other crafts/classes' retention/recruitment.
12. Per Diem (Section 4.E.1.)
- Eliminate \$1.75 increase on October 22, 2005.

### **C. Other**

1. Duration (Section 30)  
Modify Section 30 as follows:  
"This Agreement shall become effective on July 24, 2003 and shall continue in full force and effect until July 24, 2008, and shall renew itself without change each July 24 thereafter unless written notice of intended changes is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto no sooner than thirty (30) days prior to July 24, 2008 and no later than July 24, 2008, or any July 24 thereafter."
2. Delete Section 7.K.7.
3. Grievances 34-44-02-02-02 and 34-44-02-07-02 (trades with open time) to be resolved in accordance with the Settlement Agreement in Attachment B.
4. New Section 26.X. as follows:  
"Any surveillance/recording devices will be limited to the area outside the flight deck door, unless otherwise mandated by regulatory agency or law. Such devices will be used for flight security purposes only, or as otherwise required by law. Usage of any information obtained from the devices will be limited

to that which is required by law.”

5. Modify first and second sentences of Section 21.B.5. as follows:

“Flight Attendants shall remain on the recall list for six (6) years.”

6. Modify second sentence of Section 12.B.1. as follows:

“Each block will begin at 0001 hours local on Monday and end at 2400 hours local on Sunday at the Flight Attendant’s domicile.” This provision to be implemented in connection with the 2004 vacations.

7. Amend Section 8.C.1. as follows: “At the completion of her/his assignment (including a canceled trip) and prior to leaving the airport, a Reserve F/A must contact Crew Scheduling if he/she has been so notified. Upon contact . . .”

**D. Returns**

In consideration of the investment the Flight Attendants have made to save the Company, the Flight Attendants will receive nothing less than the returns offered in the Income Sharing Plan (Attachment C) and Stock Option Program (Attachment D).

Should the Income Sharing Plan be improved upon, the Flight Attendants will have equal participation in line with all other employee groups (represented, non-represented and management).

During the course of negotiations, the Company offered two (2) choices for a Stock Option Program, one called for 8% fully diluted stock options for all employee groups and the other called for 15% potentially dilutable stock options for all employee groups. The Stock Option Program in Attachment D represents the 8% fully diluted stock option plan for all employee groups (management, represented and nonrepresented). However, nothing herein prevents the implementation of the comparable 15% potentially dilutable stock option plan for all employee groups or any other improved plan. Examples of such improvements would be a shorter vesting schedule or higher percentages of options. These examples are not exhaustive of all potential improvements. The 15% potentially dilutable stock option plan for all employee groups or improved plan will be incorporated into this Agreement.

In no event shall the stock option allocation be inequitable to Flight Attendants. This will be ensured by allocating stock options in any of the potential plans using the following ratio to the total number of options that the represented employees receive: AFA-75.4/600, ALPA ME-510.3/600, ALPA Skyway-14.3/600. These numbers reflect the allocation of the concessions being asked of each represented group on a monthly basis.

Should the Company file for bankruptcy, it will do its best effort to ensure the stock plan remains intact at the reorganized Company.

This Letter of Agreement shall run concurrent with the Basic Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement this 24<sup>th</sup> day of July 2003.

**MIDWEST AIRLINES, INC.**

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

/s/ David C. Reeve  
David C. Reeve  
Senior Vice President- Operations

s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Jill Van Leuven  
Jill Van Leuven  
Director-Inflight and Dining Services

/s/ Toni L/ Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Chris Marinangeli  
Chris Marinangeli  
Negotiations Committee Member

s/ Catherine W. Reed  
Catherine W. Reed  
MEC Secretary

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

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## ATTACHMENT A

	Oct. 2002	DOS	DOS+1	DOS+2	DOS+3	DOS+4	DOS+5
Longevity	Rate	-1.90%	0.00%	0.00%	1.00%	1.00%	2.00%
0-6	18.31	17.96	17.96	17.96	18.14	18.32	18.69
7-12	19.45	19.08	19.08	19.08	19.27	19.46	19.85
2	21.40	20.99	20.99	20.99	21.20	21.41	21.84
3	22.54	22.11	22.11	22.11	22.33	22.55	23.00
4	24.19	23.73	23.73	23.73	23.97	24.21	24.69
5	25.53	25.04	25.04	25.04	25.29	25.54	26.05
6	26.94	26.43	26.43	26.43	26.69	26.96	27.50
7	28.13	27.60	27.60	27.60	27.88	28.15	28.71
8	29.52	28.96	28.96	28.96	29.25	29.54	30.13
9	30.84	30.25	30.25	30.25	30.55	30.86	31.48
10	32.04	31.43	31.43	31.43	31.74	32.06	32.70
11	33.29	32.66	32.66	32.66	32.99	33.31	33.98
12	34.59	33.93	33.93	33.93	34.27	34.61	35.30
13	35.98	35.30	35.30	35.30	35.65	36.01	36.73
14	36.86	36.16	36.16	36.16	36.52	36.89	37.63
15	37.97	37.25	37.25	37.25	37.62	38.00	38.76
16	39.10	38.36	38.36	38.36	38.74	39.13	39.91
17	40.00	39.24	39.24	39.24	39.63	40.03	40.83
18			40.02	40.02	40.42	40.82	41.64
19				40.82	41.23	41.64	42.47

## ATTACHMENT B

### SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Midwest Airlines, Inc. (the "Company") and the Association of Flight Attendants ("AFA") (collectively, the "parties").

WHEREAS AFA has filed grievances numbers 34-44-02-02-02 and 34- 44-02-07-02 alleging that the Company violated Section 7.G.3 of the collective bargaining agreement between the parties by denying certain requests by lineholding flight attendants to trade scheduled trips with trips in open time; and

WHEREAS the Company has denied that it violated Section 7.G.3 or any other provision of the collective bargaining agreement; and

WHEREAS the parties desire to resolve this matter;

THEREFORE, for and in full consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the above-named parties agree and covenant as follows:

1. A request from a lineholder to trade a scheduled trip with a trip or trips from open time will be approved if the trip(s) picked up cover the same days as the originally-scheduled trip.

For example, a lineholder with a scheduled trip for June 1, 2 and 3 may trade that trip with an open time trip scheduled for June 1, 2, and 3 or June 1, 2, 3, and 4 or for one one-day open time trip scheduled for June 1 and one two-day trip scheduled for June 2 and 3.

2. If the requested open time trip(s) do not cover the same days as the originally-scheduled trip, the trade will be approved if the transaction will not result in more than two (2) a.m. and two (2) p.m. open trips per day in Milwaukee, as defined in Section 7.G.3, including the trip being dropped into open time.

For example, the same lineholder with the scheduled trip on June 1, 2, and 3 may trade that trip with an open time trip on June 1 and 2 or an open time trip on June 5 so long as the two/two parameter set forth above is met. By the same token, this same lineholder may trade her June 1-3 trip with an open time trip for June 5-7 or June 5-8 if the two/two parameter is met.

3. The resulting schedule for any trade pursuant to paragraphs 1 or 2, above, must also be legal pursuant to the Federal Aviation Regulations and the collective bargaining agreement.
4. A lineholder whose trade pursuant to paragraphs 1 or 2, above, results in his/her line being valued below minimum guarantee will have his/her guarantee reduced by the number of credit hours dropped.
5. AFA will withdraw with prejudice and consider null and void grievances numbers 34-44-02-02-02 and 34-44-02-07-02, and any other related or similar pending grievances.
6. AFA will not encourage or pursue any grievance or other claim against the Company, its present, former and future officers, directors, employees or agents, or its present, former and future parent, subsidiary, affiliated entity, predecessor, successor or assign (hereinafter referred collectively as "released entity or individual") involving any request by a lineholder to trade a scheduled trip with open time occurring prior to execution of this Settlement Agreement. AFA further avers that, except for grievances numbers 34-44-02-02-02 and 34-44-02-07-02, no claim within the scope of this paragraph has been filed or otherwise initiated.
7. This Settlement Agreement may be pled by the Company, or any other released entity or individual, as a complete defense to any claim or entitlement within the scope of paragraph 6, above, that may hereafter be asserted by AFA against the Company or any other released entity or individual.
8. This Settlement Agreement is entered into to resolve disputed claims, and shall not be construed as an admission that the Company, or any other released entity or individual, violated any agreement or is liable on any other basis.
9. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

Agreed to this 24th day of July 2003.

MIDWEST AIRLINES, INC.

By: /s/ Jill Van Leuven  
Jill M. Van Leuven  
Director of Inflight and Dining Services

ASSOCIATION OF FLIGHT ATTENDANTS

By: /s/ Toni L. Phillips  
Toni L. Phillips  
MEC/LEC President

## ATTACHMENT C

### Income Sharing Plan

#### Assumptions

- Plan is applicable to all MEH employees
- Base is MEH Earnings Before Taxes (EBT) before income sharing pool
  - o Excludes unusual items such as asset impairment charges, government grants, lawsuit settlements
- Plan begins in 2004 and is based upon full year financial results
- Income sharing pool allocated to all MEH employees based upon current year earnings (similar to past plans)
- Employee eligibility similar to prior profit sharing plan
  - o Minimum of six months of continuous service
  - o Must be employed on last day of year (active or furloughed with recall rights)

#### Income Sharing Pool

- Determine EBT margin before income sharing (MEH EBT / Total MEH Revenue)
- Multiply EBT margin by a factor of 1.5 (income sharing pool %). Income sharing pool % is capped at 12%.
- Multiply income sharing pool % times MEH EBT (before income sharing) to determine income sharing pool
- Allocate income sharing pool to employees based upon employee's current (Plan) year earnings
- This provision terminates on amendable date of AFA Restructuring Agreement.

## ATTACHMENT D

### Midwest Airlines, Inc. Stock Option Program

- MEH employees to be issued non-qualified stock options for 8% of the outstanding common stock with anti-dilution provisions included for future capital issuances.
  - o If lessors/aircraft lenders are granted warrants for higher than 8% of outstanding commons shares, than the employee allocation will be increased to match the higher percent issued to lessors/lenders.
- These stock options are contingent on shareholder approval. If shareholder approval is not received, program is cancelled.
- Allocation will be 60% to the three represented employee groups, and 40% to the non-represented employees.
- Allocation of the 60% among the three represented employee groups will be based upon the present value of the concessions provided.
- Allocation of stock options within flight attendant group to be determined by MEC allocation.
- The stock options will have a ten-year term.
- The stock options will vest as follows:
  - o 25% at time of shareholder approval.
  - o 25% one year after shareholder approval
  - o 25% one year later
  - o 25% one year later
- The strike price will be set at the MEH stock fair market value (mean between high and low sales price on that day) on a date TBD.
- Stock options issued to employees that are subsequently furloughed will be retained by the furloughed employee provided they retain their recall rights.

## ATTACHMENT E

### Terms for Additional Protection

The Company, Midwest Express Holdings, Inc., and the Association of Flight Attendants will enter into the following Letter of Agreement as part of, in connection with, and applicable to the Midwest Airlines Restructuring Agreement.

---

Midwest Express Holdings, Inc.  
Midwest Airlines, Inc.  
Oak Creek, Wisconsin

Patricia Friend  
President  
Association of Flight Attendants  
1275 K Street, NW  
Washington, DC 20005-4090

Toni L. Phillips  
MEC President  
Association of Flight Attendants  
1275 K Street, NW  
Washington, DC 20005-4090

Re: Restructuring Program

Dear Ms. Friend and Ms. Phillips:

The modifications (the "Modifications") to the 2002 Collective Bargaining Agreement ("CBA") between Midwest Airlines, Inc. (the "Company") and the Association of Flight Attendants ("AFA" or the "Union") reached in connection with the Company's 2003 proposal to restructure the Company were agreed to by AFA in furtherance of the Company's effort to successfully restructure its operations and capital structure and in consideration of the Company's confirmations and agreements herein. The Modifications were embodied in the revised collective bargaining agreement between AFA and the Company described as the "AFA Restructuring Agreement."

This Letter of Agreement is a part of the Modifications and the AFA Restructuring Agreement, and is effective only if and when the AFA Restructuring Agreement becomes completely and unconditionally effective, and there are no conditions subsequent to the continuing effectiveness of the AFA Restructuring Agreement.

The Company confirms that:

- The information provided to the Union in connection with the negotiation of the Modifications was the most complete and reliable information available to the Company;
- The Modifications provide significant and quantifiable cost reductions that have substantially assisted the Company and Midwest Express Holdings, Inc. ("MEH") in their effort to successfully restructure outside the provisions of the Bankruptcy Code;
- To the best of the Company's information and belief in developing its 5 Year Business Plan, the Modifications provide for all the necessary and appropriate modifications to the CBA that are necessary to permit the successful restructuring and reorganization of the Company and MEH outside the provisions of the Bankruptcy Code;

The Company agrees that if a petition for bankruptcy is filed with respect to either the Company or MEH (the "Filing") in 2003:

1. A. To the best of the Company's information and belief in developing its 5 Year Business Plan, no further modifications to the CBA will be essential to the continuation of the business of the Company or MEH, or to avoid irreparable harm, within the meaning of 11 U.S.C. § 1113(e).
- B. No further modifications to the CBA will be necessary to permit the reorganization of the Company or MEH, within the meaning of 11 U.S.C. § 1113(b) or 11 U.S.C. § 1114(f), except to account for changed business circumstances, including lost revenue, or costs related to the bankruptcy proceedings or as may be required by creditors or for purposes of obtaining Debtor in Possession ("DIP") or other financing.

- C. Except as provided in paragraph B., above, no further modifications to the CBA will be necessary to assure that in relation to these Modifications all creditors, the Company, MEH, and all of the affected parties are treated fairly and equitably within the meaning of 11 U.S.C. § 1113(b) and 11 U.S.C. § 1114(f).
2. Neither the Company nor any affiliate (including MEH) will file or support any motion pursuant to 11 U.S.C. Sections 1113, 1114, or any other provision of the Bankruptcy Code, seeking rejection or modification of, or relief or interim relief from, the AFA Restructuring Agreement (a "Motion"), except as necessary to account for changed business circumstances, including lost revenue, or costs related to the bankruptcy proceedings or as may be required by creditors or for purposes of obtaining Debtor in Possession ("DIP") or other financing.
3. Except as provided in paragraph 2, above, the Company and its affiliates (including MEH) will actively oppose any such Motion if filed by another party.
4. The Company and MEH will not oppose the appointment of AFA to an official committee of unsecured creditors as part of such bankruptcy with respect to the Company or MEH.

The Company further agrees that prior to any Filing the Company will consult with the Union about the provisions of any First Day Wage and Benefits Motion.

Please indicate your agreement to the foregoing by signing below.

Yours truly,

Timothy E. Hoeksema  
Chairman, President and Chief Executive Officer  
Midwest Express Holdings, Inc.  
Midwest Airlines, Inc.

Agreed this 24<sup>th</sup> day of July, 2003:

/s/ Patricia A. Friend  
Patricia Friend  
President  
Association of Flight Attendants

/s/ Toni L. Phillips  
Toni L. Phillips  
MEC President

**LETTER OF AGREEMENT**  
**Between**  
**MIDWEST AIRLINES, INC.**  
**And the**  
**Flight Attendants in the Service of**  
**Midwest Airlines, Inc.**  
**As represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO**

---

**Stock Option Distribution Plan**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST AIRLINES, INC. (the "Company") and the Flight Attendants in the service of Midwest Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO (the "Union" or "AFA")

NOW THEREFORE, it is mutually agreed that:

A. Stock Options

1. Flight Attendants will be issued non-qualified stock options equal to 117,001 shares to be distributed pursuant to B. below.
2. Attachment C and D of the AFA Midwest Airlines Restructuring Agreement will be replaced with Appendix A of this Agreement.

B. Distribution of Stock Options

1. The Flight Attendant System Seniority List in Section 11.A.1. of the Basic Agreement as of July 24, 2003 shall be used in determining the first primary stock option allocation, except that former Flight Attendants who have transferred into a management/supervisory position or another department pursuant to Section 11.C. of the Basic Agreement will not be allocated shares from those designated for Flight Attendants. The second primary stock option allocation and all allocations of forfeited options will be made to Flight Attendants on the System Seniority List as of June 15<sup>th</sup> of that year, as long as they were employed as Flight Attendants on July 24, 2003, except that former Flight Attendants who have transferred into a management/supervisory position or another department pursuant to Section 11.C. of the Basic Agreement will not be allocated shares from those designated for Flight Attendants. The Flight Attendants participating in the stock option plan shall be referred to as "Flight Attendant Participants" and is published as Appendix B of this Agreement.
2. Flight Attendant Participants whose employment with Midwest Airlines has been terminated shall not be eligible for stock options, unless the termination is the subject of a grievance.
3. Options will be distributed based upon a Flight Attendant's credit hours for the last six (6) cumulative months that she/he held a schedule for the full bid month multiplied by their then current hourly rate of pay as of each June 15<sup>th</sup>. This includes Flight Attendants using Vacation and Sick Leave for periods of time less than a bid month, but not those on any other type of unpaid Leave of Absence.
4. January 186, 2004, for the plan year 2003 and on June 15 every plan year thereafter, the Company shall publish and deliver to the MEC President a Flight Attendant Participant List that includes the credit hour information that will be used to allocate the options and the amount of options to be distributed to each Flight Attendant Participant. The Company shall also distribute the specific month(s) and information to each Flight Attendant Participant via Comail, or for those unable to collect their company mail within a reasonable timeframe via US Mail.
  - a. Flight Attendant Participants shall have 14 calendar days from the date of distribution to protest the credit hours information, in writing to the Company and Union. Such protest shall include all the specific information pertinent to the alleged mistake and documentation, if possible.
  - b. The Company and the Union shall promptly meet to discuss the protests, if any.

- c. If any protest remains unresolved, the matter shall be immediately submitted to Arbitration, pursuant to the provisions for expedited Arbitration in Section 1.G. of the Basic Agreement.
5. For Plan Year 2003, within two days immediately following any MEH shareholder approval for the Stock Option Plan or completion of this LOA, options for 58,500 will be divided amongst the Flight Attendant Participants pursuant to 3. above.
6. On August 21, 2004, existing forfeited options will be distributed to the Flight Attendant Participants pursuant to 3. above.

In the event that forfeited options cannot be allocated whole number to each flight attendant, they will be added to the pool of future forfeitures for future allocations until the final allocation when fractional options will be cashed out on a pro-rata basis.

7. On August 21 2005, options for 58,501 shares in addition to existing forfeited options will be allocated to the Flight Attendant Participants pursuant to 3. above. Flight Attendant Participants who have been on active status for at least six (6) months shall have her/his options distributed. For the August 21, 2005 distribution, Flight Attendant Participants who have not been on active status for at least six (6) months shall have her/his shares set aside and distributed upon completion of six (6) months of active service.
8. On each August 21st, starting August 21st 2006 and ending August 21st, 2012 the existing forfeited options will be distributed to the Flight Attendant Participants pursuant to 3. above.  
  
In the event that forfeited options cannot be allocated in a whole number to each flight attendant, they will be added to the pool of future forfeitures for future allocations until the final allocation when fractional options will be cashed out on a pro-rata basis.
9. On August 20, 2013, the existing forfeited options will be distributed to the Flight Attendants pursuant to 3. above. The Company will communicate an estimate of the number of options to be distributed on August 10, 2013 to the AFA-MEC and each Flight Attendant participant and indicate that the options must be exercised no later than August 21, 2013.
10. A Flight Attendant whose employment has been terminated as of June 15th in a particular year will not receive any options under a distribution for that year unless and until any grievance filed regarding the termination has been resolved and the resolution results in the Flight Attendant being placed back into service as a Flight Attendant for the Company. Options for that Flight Attendant will be set aside and distributed upon her/his restoration to service. The options the Flight Attendant would have otherwise received will be considered forfeited as of the date of resolution.

#### C. Vesting

1. Options issued on date of initial issuance, vest one-third on that date, an additional one-third on August 21, 2004, and the remaining one-third on August 21, 2005.
2. Options issued August 21, 2004 will be two-thirds vested at time of issuance and the remaining one-third on August 21, 2005.
3. Options issued August 21, 2005 and thereafter will be 100% vested at time of issuance.

#### D. Cooperation between AFA and the Company

1. On June 15<sup>th</sup> of each plan year the Company will provide AFA with the names of each Flight Attendant Participant whose employment has been terminated and the number of options that she/he has forfeited.
2. The Company will provide listings of furloughed flight attendant(s) and their recall dates to AFA-MEC for tracking and distribution as appropriate.
3. The MEC shall assist the Company in determining number of options to be distributed to each Flight Attendant Participant. The MEC shall be given full access to pertinent Company reports and records for the purpose of this provision. The Company shall not invoice AFA for Flight Pay Loss for any time dropped under this provision.

In Witness Whereof, the parties have signed this Agreement on the 28<sup>th</sup> day of January 2004.

s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Thomas C. Irwin  
Thomas C. Irwin  
Vice President- Flight Operations

/s/ Toni L/ Phillips  
Toni L. Phillips  
LEC/MEC President

/s/ Kent Boston  
Kent Boston  
Director Crew Resources

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

/s/ Tracy Schneider  
Tracy Schneider  
Director Inflight Service

**LETTER OF AGREEMENT  
Between  
MIDWEST AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
Midwest Airlines, Inc.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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**VACATION BIDDING**

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This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST AIRLINES, INC. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-C WA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS the Company and the Union have agreed to modify their Collective Bargaining Agreement (the "Agreement") with respect to certain provisions involving vacation bidding.

NOW, THEREFORE, it is agreed as follows:

1. There is, hereby, established a "Vacation Bid List." The List will indicate the relative order of bidding for vacation and will be used whenever seniority is referenced in conjunction with vacation bidding. The Vacation Bid List as of the date of signing of this Letter of Agreement is attached hereto as Appendix A.
2. For Flight Attendants hired prior to October 22, 2002, their order on the Vacation Bid List will be predicated on their date of hire with the Company.
3. For Flight Attendants hired on October 22, 2002 or thereafter, their order on the Vacation Bid List will be predicated on their seniority date, calculated in accordance with Section 11 (Seniority) of the Agreement.
4. Anytime the Agreement references an adjustment to seniority, the Vacation Bid List will also be adjusted in similar fashion. For example, if a Flight Attendant takes a personal leave of absence for 18 months, her/his Seniority Date and Vacation Bid Date will both be adjusted by 6 months per Section 13.B.1. of the Agreement.
5. Posting and Protest of the Vacation Bid List will be administered subject to Section 11 .B of the Agreement except that it will only be posted on July 1 of each year.
6. Except as noted above with respect to vacation bidding, no other reference to seniority in the Agreement is modified by this Letter of Agreement. All other references to seniority in the Agreement will be governed by the established Seniority List as prescribed in Section 11.

IN WITNESS WHEREOF the parties have signed this Agreement this 26th day of October, 2004.

For AFA:

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
MEC President

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

For Midwest:

/s/ Tom Irwin  
Tom Irwin  
Vice President Flight Operations

/s/ Kent Boston  
Kent Boston  
Director Crew Resources

/s/ Tracy Schneider  
Tracy Schneider  
Director Inflight Services

**LETTER OF AGREEMENT**  
**Between**  
**MIDWEST AIRLINES, INC. 1 RECEIVED APR 15 20U**  
**and the**  
**Flight Attendants**  
**in the service of**  
**Midwest Airlines, Inc.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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**Drug and Alcohol Testing**

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This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST AIRLINES, INC. (the "Company") and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (the "Union").

WHEREAS the Company and the Union have agreed to clarify their agreement with respect to Section 19 (Drug and Alcohol Testing) of the Agreement and the application of the Company's drug and alcohol testing policy to flight attendants.

NOW, THEREFORE, it is agreed as follows:

1. When a flight attendant is subject to the Company drug and alcohol testing program, the flight attendant will, be offered the same due process and safeguards available to him or her under the Department of Transportation (DOT) drug and alcohol testing program for safety-sensitive employees.
2. Under the Company drug and alcohol testing policy, flight attendants will only be subject to urine and breath testing, unless otherwise approved or mandated by the DOT or FAA.

THIS LETTER OF AGREEMENT shall be effective as of 11/10/04 and shall remain in full force and effect concurrent with the duration of the parties' basic Agreement, as amended.

IN WITNESS WHEREOF the parties have signed this Agreement on the 10<sup>th</sup> day of November, 2004.

For AFA:

/s/ Patricia A. Friend  
Patricia A. Friend  
International President

/s/ Toni L. Phillips  
Toni L. Phillips  
MEC President

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

For Midwest:

/s/ Tom Irwin  
Tom Irwin  
Vice President Flight Operations

/s/ Kent Boston  
Kent Boston  
Director Crew Resources

/s/ Tracy Schneider  
Tracy Schneider  
Director Inflight Services

**LETTER OF AGREEMENT  
Between  
MIDWEST AIRLINES, INC.  
And the  
FLIGHT ATTENDANTS  
In the service of  
MIDWEST AIRLINES, INC.  
As represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**Dedicated Charter Trip Adjustments**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MIDWEST AIRLINES (the "Company") and the FLIGHT ATTENDANTS as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (the "Union").

Section 10.D.4.c. shall be replaced with the following:

DCFA's cannot comp, drop or "Vacation by the Hour" charter trips to open time. DCFA's may drop time to other Flight Attendants.

THIS LETTER OF AGREEMENT will become effective immediately and shall run concurrent with the Basic Agreement.

**For AFA:**

**For Midwest:**

**/s/ Patricia A. Friend  
Patricia A. Friend  
International President**

**/s/ Tom Irwin  
Tom Irwin  
Vice President Flight Operations**

**/s/ Toni L. Phillips  
Toni L. Phillips  
MEC President**

**/s/ Kent Boston  
Kent Boston  
Director Crew Resources**

**/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator**

**/s/ Tracy Schneider  
Tracy Schneider  
Director Inflight Services**

