

# Contract AFacts

## ONE IN SEVEN (1 in 7) 7.F., 10.D. & 12.K.

### **7.F. One (1) In Seven (7) Limitation**

#### 1. Scheduled

Relief from all duty and Company obligations for not less than one (1) calendar day shall be provided for each Flight Attendant at her/his home domicile at least once during any seven (7) consecutive calendar days.

Section 7.F. of our Agreement provides that all Flight Attendants will have one calendar day off in any 7 consecutive calendar days. Section 10.D. clarifies the application for Reserves and Section 12.K. defines how the 1 in 7 is applied for International scheduling.

The 1 in 7 provision is intended to provide Flight Attendants with adequate rest, by providing a Flight Attendant 1 day off in every 7 consecutive calendar days.

While our Contractual 1-in-7 provides greater protection and may be waived at the Flight Attendant's discretion, the federal regulation 24-in-7 may not be waived under any circumstance.

The 1-in-7 Contractual legality provides for a calendar day at home domestically and 24 hours at home or on a layover internationally within any seven day period. For the purpose of line construction, lines are built observing one calendar day at home.

The calendar day or 24 hours must be free from duty as defined under Section 2.X. and training as provided under Section 15.J. An automatic waiver will be applied for any voluntary action taken by a Flight Attendant that creates a 1-in-7 legality, including trip trading or bidding for training.

### **7.F. One (1) In Seven (7) Limitation**

#### 2. Actual

A Flight Attendant whose flying schedule is involuntarily reduced to less than one (1) day off in seven (7), may contact Onboard Scheduling at once for rescheduling. In the case of "1 in 7" problems due to schedule selection, the Flight Attendant should contact Onboard Scheduling prior to the first day of the schedule month for rescheduling. Failure to do this will result in waiving the "1 in 7" Rule. If it is necessary for a Flight Attendant to drop an ID because of the "1 in 7" Rule, preference as to which ID is to be dropped will be subject to the concurrence of the Flight Attendant and Onboard Scheduling. In the event of failure to reach agreement, the ID to be dropped will be subject to the approval of the Crew Resource Manager/designee.



The most common occurrence of a 1 in 7 legality is when the new month schedule is awarded. If a lineholder does not wish to waive the 1 in 7 legality, she/he must contact the crew desk for rescheduling. Section 9.D.3. of our Contract provides a Flight Attendant with the ability to resolve legality conflicts caused by the conjunction of two schedule months at least seven days prior to the schedule change. If unable to resolve the legality through trip trading, Flight Attendants may contact the crew desk for assistance or submit a legality trade through Unimatic DIS\*39666.

**Section 10.D.2. Reserve**

Although Section 7.F. provides all Flight Attendants 1 day off in every 7, Section 10.D.2. describes the way in which the 1 in 7 provisions are applied to Reserves. When resolving a 1 in 7 legality, Section 10.D.2.b. requires that the company consider the Flight Attendant's preference day to be moved.

Reserves must contact scheduling to resolve a 1-in-7 legality prior to the first day of the new schedule month. In every instance, the company must resolve the 1-in-7 if the Flight Attendant notifies scheduling of his or her intention not to waive the legality.

**10.D. Special Reserve Legalities**

2. One in Seven Limitation

b. If, as a result of a reserve Flight Attendant's schedule selection, she/he has not been provided with one (1) day off in a seven (7) day period, one (1) of the other scheduled days off may be used to provide for the required one (1) day off in a seven (7) day period. The Flight Attendant may indicate preferences as to which day will be used for this purpose and such preferences will be considered, if possible.

In the example below, a Flight Attendant transitioning from one month to the next is awarded a schedule that creates a 1 in 7 legality on the 3rd day of the new month.

If a Reserve takes no action by the first day of the new schedule month, the legality will be considered waived. If she/he does not wish to waive the 1 in 7, she/he may resolve the 1 in 7 by trading with another Flight Attendant or by contacting the crew desk for rescheduling.

»DSPLOF0009C/ORD/12/999999/DUCK, DON *D*										
SU		07	0211	14	0211	21	0211	28	0211	04
MO	01	08	--	15	--	22	--	29	--	05
TU	02	09	--	16	--	23	--	30	--	06
WE	03	10	0211	17		24	0211	31	CLLR	07
TH	04	11	--	18		25	--	01	CLLR	08
FR	05	12	--	19		26	--	02	CLLR	09
SA	06	13		20		27		03	CLLR K	10
GAR	MIN	ACT	FTM	MAX	QAC	QPJ	QMX	OPTING		
	9000	6500	9000	9000	9200	9000	9000	9200	BID OPS	RDO
K	1-7								N	N N



## Section 12.K. International

**12.K.** Relief from all duty and Company obligations shall be provided for each Flight Attendant at least once during any seven (7) consecutive calendar days.

Such relief shall be either:

One (1) calendar day at her/his domicile OR

One (1) 24 hour period free from duty at an away from domicile point.

Section 12.K. provides relief from duty for International schedules and allows the legality to be satisfied by a 24 hour period, free from duty, at a location other than the home Domicile. The 24-in-7 needs to be satisfied within any 7 day period.

The following ID example does not satisfy the 24-hour free from duty at a point away from home requirement:

```
XXXDSL 5248 EFF 04/04/04 THRU 05/01/04 DOM SEA EQP OVR CAT S 3
CREW: FS M N
FRQ      D   EQP FLT# DPTARV DPTR ARVL   L/O  TTL  ACM  DTM  ERR
SMTWTFS  I   77I  875 SEANRT 1245 1450  2605 1005 1005 1235
          I   77I  876 NRTSEA 1655 0930   00  835  835 1120
          T/D  3  BID  1840 TTL 1840 TMA  4730 M/$ 95.00
M-MEAL BOARDED- 875/04 SEA      M-MEAL BOARDED- 876/06 NRT
```

- On arrival, 30 minutes customs and 15 minutes debriefing are required.
- Check-in on the return segment in NRT is 1:45 prior to departure.
- The sum of :30 + :15 + 1:45 = 2:30
- Block to block time of 26:05 less 2:30 equals 23:35 which is less than 24 hours free from duty and does not satisfy the provisions of Section 12.K.

### CONTRACT REFERENCES:

Section 7 - Hours of Service and Contractual Legalities

Section 9 – Flight Assignments and Scheduling Procedures

Section 10 - Reserve Scheduling Procedures

Section 12 - International

