

**SECTION 4
GENERAL**

A. Equal Rights

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

B. Marital Status

Marital status shall not be indicated on any Company records or correspondence except where necessary.

C. Printing Agreement

The Company shall provide in an established manner each Flight Attendant with a copy of this Agreement, Supplemental Agreements and all associated documents, printed and bound in a convenient pocket size booklet, within sixty (60) days after signing of this Agreement. The outside cover of the booklet shall be subject to mutual agreement between the Union and the Company. Copies of all additional or Supplemental Agreements or Letters of Agreement shall be promptly furnished to all Flight Attendants in such form as to make for ease of insertion into the booklet. The Union shall be responsible for and provide the Company with an index to be placed in each booklet prior to distribution.

D. Flight Crew Lounges

1. The Company will make a reasonable effort to furnish lounges with an adequate number of reclining chairs or couches at layover stations and at all locations where Flight Attendants are based. Further, the Company shall be responsible for maintaining clean, well-lighted, properly ventilated quiet lounges. The recommendations of the MEC President/designee will be considered in determining the adequacy of any lounge facility.
2. If there is no adequate flight crew lounge at layover stations or locations where Flight Attendants are based the Company shall furnish

comfortable, clean and quiet rooms in a suitable location where Flight Attendants are scheduled at such stations in excess of three hours (3:00). There will be no more than two (2) Flight Attendants assigned to a room. The Company shall include the name and phone number of the hotel in the key pages.

E. Railway Labor Act

During the life of this Agreement, neither the Company, the Union, nor the employees covered by this Agreement will cause, approve, authorize, or support any action inconsistent with the general purposes of, and general duties defined in the Railway Labor Act while the procedural processes of this Agreement and the Railway Labor Act are being followed, or where arbitration is agreed upon, or where a matter is subject to the jurisdiction of the System Board of Adjustment.

F. Emergency Assignments

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

G. Management

Except as otherwise expressly provided, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management.

H. Rules

The Company's General Policy and Onboard Service Manuals shall govern all Flight Attendants insofar as they are not in conflict with this Agreement. Such manuals shall be available to Flight Attendants at all domicile locations.

I. Separate Operations

The Company may establish separate operations within a Flight Attendant domicile. The assignment of equipment to such separate operations will be determined after considering the recommendations of the Union. Such operations shall be considered separate for the purpose of filling of vacancies and reduction of personnel as set forth in Section 21, except

that bids for intra-domicile transfers may be filed after three (3) months and such transfers will be honored in seniority order as vacancies occur.

J. Paychecks

1. Paychecks shall be available for distribution to Flight Attendants at their domicile office not later than the first (1st) or sixteenth (16th) of each month. If paychecks arrive at the domicile before the first (1st) or sixteenth (16th), the Company will process and distribute paychecks upon their arrival in the domicile without delay. Paychecks shall be issued during hours when Onboard Service Personnel are on duty at the domicile office. When no Onboard Service Personnel are on duty, paychecks shall be available during periods of time that there are scheduled arrivals or departures at the domicile.
2. A Flight Attendant shall receive seventy percent (70%) of base pay not later than the first (1st) day of each month.
3.
 - a. Flight Attendant may receive her/his paycheck by mail by providing the Company with a self-addressed stamped envelope.
 - b. Flight Attendants may elect to have their pay electronically deposited in the financial institution of their choice provided such institution accepts electronic deposits.
4. A Flight Attendant who requires an adjustment check of Fifty Dollars (\$50.00) or more shall receive said check as soon as possible but not later than four (4) weekdays after notifying the Company. When necessary to meet this four (4) day requirement, checks shall be issued locally. The Flight Attendant, if in the direct deposit program, also has the option of having the check electronically deposited in a U.S. account within seven (7) business days, or mailed within the above four (4) weekdays. Any taxes deducted from the adjustment check shall take into account the tax rate used for the Flight Attendant's most recent paycheck and will be calculated in accordance with regulations of the appropriate tax authority.

K. Airplane Tidying

A Flight Attendant's duties shall include the tidying of aircraft in flight and on through flights. Flight Attendants may be required to perform additional responsibilities beyond tidying, such as trash pick-up and maintaining a neat cabin appearance throughout the trip sequence. Such duties may

also include picking up supplies or depositing trash on the boarding device (e.g., jet bridge), but Flight Attendants shall not be required to perform these duties at the termination of a duty day. On terminating flights and flight segments scheduled for three (3) hours or more duration, Flight Attendants shall not be required to perform any tidying duties after terminating passengers have deplaned. A Flight Attendant's duties shall not include the cleaning of any aircraft.

L. Crew Complement

1. The Company will establish from time to time and make available to the Union the standards being used to determine the number of Flight Attendants required on flights to which a variable complement is being applied. Prior to implementing any changes to these standards the Company will advise the MEC President or designee. Every reasonable effort will be made to monitor and staff consistent with these standards.
2. The Company agrees to meet with Union representatives at their request at mutually agreeable times to afford them the opportunity to make recommendations concerning the staffing of Company aircraft with Flight Attendants. If the MEC President brings to the Company's attention a situation where in her/his opinion, due to the type of service required, serving time and number of passengers, the crew complement creates a marginal service condition (i.e., if the Flight Attendant crew cannot complete their work assignments as per standard practices within the allotted times), the Company will act expeditiously to investigate the problems. If, in its investigation, the Company does not agree that the addition of a Flight Attendant is justified, the Company will provide the MEC President with the reasons therefor.
3. The MEC President may request a review of this determination by the Senior Vice President-Onboard Service and copies may be provided to the President and Executive Vice President and Chief Operating Officer.
4. For minimum bid crew complement, see Section 9.C.1.

M. Pass Transportation

It is agreed that the pass transportation regulations as established by Company policy, effective January 1, 1987, will apply to Flight Attendants

and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union the reason therefor and affording the Union an opportunity to confer with the Company. It is further understood that any additional pass entitlements extended to other employees during the term of this Agreement will also be extended to the Flight Attendants, surviving spouses and/or their dependents.

N. Jury Duty

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

O. Court Witness

1. A Flight Attendant who is called upon to appear in court as a witness for the Company shall receive flight pay credit for any time loss (daily vacation rate for reserves). The Flight Attendant shall be available for rescheduling on those days originally scheduled for duty which do not conflict with the court appearance date(s). However, after five (5) or more consecutive days as a court witness, or a combination of flight duty and court witness activity, the Flight Attendant will be guaranteed two (2) additional days off with pay. The Flight Attendant who appears in court as a witness for the Company will be reimbursed for reasonable actual expenses incurred.
2. A Flight Attendant who is required to appear in court as the result of being subpoenaed or being a named party in a court action shall be removed from schedule without reduction to her/his quarterly maximum flight time (DNF). Such DNF may be made up in accordance with the open flying provisions.

P. Marriage

Marriage will not disqualify a Flight Attendant from continuing in the employ of the Company as a Flight Attendant.

Q. Special Assignments

1. Flight Attendants may be assigned by the Onboard Service Division on a voluntary basis to special assignments that are non-managerial in nature and that are related to the Flight Attendant position.
2. Flight Attendants awarded any combination of special assignments in excess of one hundred eighty (180) days in a calendar year, shall accrue seniority for a maximum of one hundred eighty (180) days in the calendar year while on special assignment and thereafter shall only retain seniority.

R. Cabin Jumpseat Authority (CJA)

1. Flight Attendants shall be granted authority to use the cabin jumpseat in accordance with the Company regulations and procedures, including the ability to utilize the jumpseat while traveling in appropriate First Class pass travel attire with airline ID.
2. The use of cabin jumpseat authority will be restricted to Flight Attendants employed by the Company, Onboard Service personnel and others specifically authorized by the Senior Vice President-Onboard Service.
3. Jumpseat authority shall not be denied due to aircraft weight restrictions.

S. Displacement

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

T. Emergency Time Off

Flight Attendants shall be entitled to time off without loss of pay up to a maximum of three (3) days, in the event of death in her/his immediate family or spouse's immediate family, in accordance with Company policy.

U. Speakers Bureau

Flight Attendants may voluntarily organize Speakers Bureaus at each domicile for the purpose of receiving and fulfilling requests by outside organizations for Flight Attendants to speak to their organization on various topics, including the job of a Flight Attendant, how to pack a suitcase, etc. It is understood that Flight Attendants participating in Speakers Bureau activities do so on a voluntary basis. Upon request and to the extent possible, the Company shall furnish such Speakers Bureaus with materials, posters, films, etc., to use in their speaking engagements. Assignments made by such Speakers Bureaus shall not be considered publicity assignments within the meaning of Section 5.G. of this Agreement. Flight Attendants fulfilling a speaking engagement assigned by the Speakers Bureau shall be reimbursed for reasonable actual meal and travel expenses (automobile) when supported by a receipt.

V. Personal Time Off

Guaranteed PTO time will be made available to Flight Attendants on a daily basis regardless of Critical Coverage. Guaranteed PTO will consist of one per cent (1%) of a domicile's active Flight Attendant population on any day. Such PTO will be granted on a seniority basis a day at a time to Flight Attendants; however, to ensure equitable distribution, Flight Attendants may use the guaranteed PTO for eight (8) days a year. The daily percentage will be allocated in two (2) equal parts (any fraction will be allocated to the fifteen [15] day-in-advance portion). The first part will be awarded fifteen (15) days in advance. Any unused PTO will be allocated to the corresponding five (5) days-in-advance portion. A one (1) day notice will be required to qualify for the remaining guaranteed PTO time. If the needs of the service permit, however, any unused slots may continue to be available until 0001 of the requested day. Such requests will have priority over regular ANP.

1. PTO shall not be awarded to a Flight Attendant who is on duty and unavailable to utilize such PTO.
2. Flight time lost due to Personal Time Off may be made up during the quarter taken if authorized by Onboard Scheduling.

3. If a PTO day will cause a reserve to be unable to be assigned on her/his remaining days of availability, the reserve will be placed on PTO for the day requested and CNF for the subsequent days on, in the reserve block.

W. New Equipment

1. New equipment as provided by this sub-section means any equipment placed into service by the Company of an aircraft type or series which is not in service on the date of signing.
2. The Company will notify the MEC President/designee of any decision to place new equipment into service. The Union will receive copies of all interior design plans, including revisions of such plans. The Union's input to such plans will be considered during the design process.
3. Minimum Bid Positions
 - a. Minimum bid positions for new equipment will be equal to one (1) Flight Attendant per fifty (50) passenger seats for aircraft with up to two hundred and fifty (250) passenger seats. For new equipment with two hundred and fifty-one (251) passenger seats or more, the minimum bid positions will be one (1) Flight Attendant per fifty (50) passenger seats plus one (1) additional Flight Attendant.
 - b. The Company will confer with the Union to determine the position assignments available for bid in accordance with Section 9.C.6. prior to placing such new equipment into service.
4. International On-Board Rest Facilities

On new equipment scheduled to fly eight (8) hours or more, or which is later redeployed to fly eight (8) hours or more, sufficient facilities will be installed to accommodate crew rest breaks. Such facilities will be no less favorable for comparable new equipment than those provided by Section 12.M.5(b) and (c) for aircraft specified therein. The foregoing is not intended to change, replace or modify the provisions of Section 12.M.5. of the Agreement.
5. Premium Pay
 - a. Premium pay will be no less favorable for comparable new equipment than that provided in Section 5.B.1. and 2. and Section 12.D.4. for aircraft specified therein.

- b. Should the Company place into service any of the following aircraft types, or series thereof, those aircraft will be classified as narrow-body or wide-body as listed below:

<u>Narrow-Body</u>	<u>Wide-Body</u>
F-100	MD 11
MD 80-90	A 310
A321	A 330
	A 340

Should the Company place into service any new equipment of an aircraft type not included in this list, such new equipment should be treated for this purpose the same as the aircraft type on the above list or currently in service that is most comparable to such new equipment.

X. Crossing Picket Line

The Company will not require Flight Attendants to layover at any hotel whose employees are on strike and who are picketing the layover hotel or to deadhead off-line on any airline whose employees are on strike and who are picketing the airport(s) through which Flight Attendants must travel. If alternative accommodations cannot be found, the Company will make every effort to transport Flight Attendants so as to avoid picket lines.

Y. Electronic Bulletin Board

The Company will maintain an automated Bulletin Board for the Flight Attendants use in trip trades, RDO trades, vacation trades, and any other such rescheduling functions under the Flight Attendants' control as may become available in the future.

Z. Electronic Communications

The Company may communicate with Flight Attendants and AFA-CWA via electronic means. The Company is not required to provide paper documents for official notices, general information, and correspondence related to grievances and hearing decisions, except that the Company will continue to send paper copies of disciplinary letters, Letters of Charge, and hearing/grievance decisions to the affected Flight Attendant(s). The Company will provide adequate equipment in domiciles for Flight Attendants to access electronic communications. The AFA-CWA and the Company will meet to discuss Flight Attendant access issues prior to implementation of any new communication methodology.

**SECTION 5
COMPENSATION**

A. 1. Domestic Flying

Flight Attendants assigned Domestic lines of flying and Domestic reserve lines shall be paid a minimum monthly rate in accordance with the schedule hereinafter set forth:

	<u>01/07/05</u>	<u>05/01/07</u>	<u>05/01/08</u>	<u>12/31/08</u>
1st year	\$1,119	\$1,142	\$1,165	\$1,188
2nd year	\$1,183	\$1,207	\$1,231	\$1,255
3rd year	\$1,259	\$1,284	\$1,310	\$1,336
4th year	\$1,294	\$1,320	\$1,346	\$1,373
5th year	\$1,467	\$1,496	\$1,526	\$1,557
6th year	\$1,930	\$1,969	\$2,008	\$2,048
7th year	\$2,034	\$2,074	\$2,116	\$2,158
8th year	\$2,084	\$2,126	\$2,168	\$2,212
9th year	\$2,152	\$2,195	\$2,239	\$2,284
10th year	\$2,221	\$2,265	\$2,310	\$2,357
11th year	\$2,269	\$2,315	\$2,361	\$2,408
12th year	\$2,322	\$2,369	\$2,416	\$2,465
13th year	\$2,374	\$2,421	\$2,469	\$2,519
14th year	\$2,410	\$2,458	\$2,507	\$2,558

In addition to the above rates of pay, a Flight Attendant shall be paid the following for each credited flight hour in excess of sixty-five (65) hours a month:

	<u>01/07/05</u>	<u>05/01/07</u>	<u>05/01/08</u>	<u>12/31/08</u>
1st year	\$17.22	\$17.57	\$17.92	\$18.28
2nd year	\$18.20	\$18.56	\$18.93	\$19.31
3rd year	\$19.37	\$19.75	\$20.15	\$20.55
4th year	\$19.91	\$20.31	\$20.71	\$21.13
5th year	\$22.57	\$23.02	\$23.48	\$23.95
6th year	\$29.69	\$30.29	\$30.89	\$31.51
7th year	\$31.29	\$31.91	\$32.55	\$33.20
8th year	\$32.06	\$32.71	\$33.36	\$34.03
9th year	\$33.10	\$33.77	\$34.44	\$35.13
10th year	\$34.16	\$34.85	\$35.54	\$36.25
11th year	\$34.91	\$35.61	\$36.33	\$37.05
12th year	\$35.73	\$36.44	\$37.17	\$37.92
13th year	\$36.52	\$37.25	\$37.99	\$38.75
14th year	\$37.08	\$37.82	\$38.58	\$39.35