

AGREEMENT  
Between  
PINNACLE AIRLINES INC., d.b.a. NORTHWEST AIRLINK  
And  
FLIGHT ATTENDANTS  
In the service of  
PINNACLE AIRLINES INC., d.b.a. NORTHWEST AIRLINK  
As represented by  
PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS  
INTERNATIONAL UNION  
(formerly, the UNITED PAPER WORKERS INTERNATIONAL UNION)

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Pinnacles Airlines, Inc. d.b.a. Northwest Airlink, hereinafter known at the “Company” and the flight attendants in the service of Pinnacle Airlines Inc., d.b.a. Northwest Airlink, as represented by the Paper, Allied-Industrial, Chemical and Energy Workers International Union (formerly, the United Paperworkers International Union), hereinafter known as the “Union”.

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## Section 1

### RECOGNITION, PURPOSE, SCOPE, MANAGEMENT RIGHTS, NO-STRIKE AND SUCCESSORSHIP

- A. In accordance with the certification (R-6588) made by the National Mediation Board on April 28, 1998, the Company hereby recognizes the Union as the duly designated and authorized representative of the flight attendants in its service for purposes of the Railway Labor Act, as amended. This Agreement shall apply equally to all flight attendants regardless of race, color, gender, age, national origin, status as a veteran or marital status.

B. Purpose of this Agreement

It is understood and agreed to be the duty of the Company, the Union and the flight attendants covered by this Agreement to cooperate fully, both individually and collectively, to promote the safety and continuity of air-transportation, to commit to provide the highest quality of customer service, and to promote and further the efficiency, economy and market competitiveness of the Company's operation.

C. Scope

1. Except in the case of emergency situations, all revenue flight attendant performed for the Company will be performed by flight attendants on the Flight Attendant Seniority List who are assigned to bases located in the geographical United States and will be performed in accordance with the provisions of this Agreement. Nothing in this Agreement restricts the right of qualified management personnel to perform such duties.
2. Flight attendants covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains the full complete right and power to exercise its reasonable management authority in the operations of its business. Such management authority includes but is not limited to, the right to hire, promote, demote, transfer, and control operations and establish and/or change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities; the right to determine and change the number, size and location of bases and facilities, and the number of flight attendants and the work to be done by each; the right to establish and/or change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discipline flight

attendants for just cause subject to the grievance procedure provided herein. No retained management right will be waived except by the express written agreement of the parties.

- D. The Union and the flight attendants will not engage in any strike, including a sympathy strike, during the term of this Agreement, including any status quo period. The Company reserves the right to seek injunctive relief for any violations of this no-strike clause. The Company agrees not to lock out any flight attendants during the terms of this Agreement, including any status quo period.
- E. This Agreement will be binding upon any successor or merged company or companies or any successor in the control of the Company, regardless of the nature of the transfer of control (including purchase, sale, merger, consolidation, acquisition, leasing of the operation, reorganization for the benefit of creditors, and bankruptcy).

## 1.1

### Section 2 DEFINITIONS

- A. “Active Service” means at work, in rest, on days off, on sick leave, on vacation, on bereavement leave, on military leave, on emergency leave, on union leave and on jury duty leave.
- B. “Base” or “Domicile” means a geographic location selected by the Company where flight attendants are assigned.
- C. “Block to Block” or “Block Time” means the scheduled time between an aircraft’s first movement from the blocks for the purpose of flight and its arrival at the blocks at the next point of landing.
- D. “Build-Up Line” means a line constructed in accordance with Section 5, which contains trips and reserve days.
- E. “Build-up Line Holder” means a flight attendant who is awarded or assigned a build-up line.
- F. “The Company” means Pinnacle Airlines Inc., d.b.a. Northwest Airlink and any individual employed by the Company that it may from time to time designate to perform obligations under this agreement.
- G. “Continuous Duty Overnight” or “CDO” or “High Speed” means a one (1) duty period trip which is scheduled to be completed later than 0400 on the day subsequent to the day the trip began.
- H. “Day” means a calendar day.
- I. “Displaced” or “Displacement” means having insufficient seniority to retain a position in a domicile following a reduction of position in that domicile.
- J. “Duty” , “Duty Period” , “On-Duty” or “Duty Time” means the elapsed time between report time and release time.
- K. “FARs” means Federal Aviation Regulations.
- L. “Flight” means a block to block segment bearing a company designated

number.

- M. “Flight Attendant” means an employee holding a position on the Full-Time Flight Attendant Seniority List who is responsible for performing all assigned cabin and ground services for passengers including the responsibility for passenger safety, comfort and welfare; escorting; and completion of training and reports as required by the Company and the law. A flight attendant may be, from time to time, required to participate in publicity and promotional events and perform other non-flight duty.
- N. “Inflight Supervisory Duty” means performing work as a Company official acting in a supervisory or training capacity in the Inflight Department.

## 2.1

- O. “Junior Manned”, “Junior Assigned” or “Drafted” means being rescheduled pursuant to Section 5.D.4.c.
- P. “Longevity Date” or “Longevity” means the cumulative length of a flight attendant’s active service as a flight attendant, commencing on the seniority date and accumulating thereafter in accordance with the terms of this Agreement.
- Q. “Month” means the first day through the last day of each calendar month, except that January, February and March shall each be considered as a thirty (30) day month through the inclusion of January 31 and March 1 to the month of February. February shall be a thirty-one (31) day month in leap year.
- R. “Overnight” means the time away from base between duty periods which includes 0000.
- S. “Position” means a flight attendant domicile assignment.
- T. “Regular Line” mean a monthly schedule for bid containing trips and days off.
- U. “Regular Line Holder” means a flight attendant who is awarded or assigned a regular line.
- V. “Reserve Line” means a monthly schedule for bid containing reserve days, days off and, at Company option, trips.
- W. “Reserve Line Holder” means a flight attendant who is awarded or assigned a reserve line.
- X. “Trip” means a series of duty periods beginning at the report time for the first duty period at domicile and ending at the release time at the last duty period ending in domicile.

## 2.2

Section 3  
GRIEVANCES, MEDIATION, AND SYSTEM BOARD

- A. Grievances
1. Contract Grievances
    - a. A contract grievance is a dispute between the parties arising under the terms of this Agreement. Any flight attendant or group of flight attendants who have a grievance concerning any action of the Company affecting them shall be entitled to have such grievance handled in accordance with this procedure. Prior to the filing of a grievance, the flight attendant or flight attendants shall discuss the matter with their Inflight Supervisor in an effort to resolve it. A grievance shall be in writing and shall contain a reference to the provisions of this Agreement alleged to have been breached and a short, concise statement of the facts involved.
    - b. A contract grievance must be submitted to the Vice President Flight Operations, or his designee, within thirty (30) days following the event which gave rise to the grievance. A hearing must be held within fourteen (14) days after receipt of the grievance. The Vice President Flight Operations, or his designee, will give his decision in writing within fourteen (14) days after the conclusion of the hearing.
    - c. In meetings held pursuant to subparagraphs a. and b. above, the affected flight attendant shall have the right to be represented by a Union Steward who is a Company employee.
  2. Disciplinary Grievances  
Discipline is defined as a written warning, suspension or discharge. A flight attendant will be notified in writing of discipline. A flight

attendant so disciplined will be granted a hearing provided such flight attendant files a grievance with the Vice President Flight Operations, or his designee, within ten (10) days of the date upon which the notice is received. The Vice President Flight Operations, or his designee, will give his decision in writing within fourteen (14) days after the conclusion of the hearing. The affected flight attendant shall have the right to be represented by a Union Steward who is a Company employee.

3. General

a. If the decision in paragraph 1. or 2., above, is not satisfactory to the flight

attendant(s), it may be appealed by the Union to the System Board of Adjustment within thirty (30) days after receipt by the affected flight attendant(s) of the decision.

b. If any decision made by the Company under the provisions of this Section is not appealed by the Union within the time limit prescribed for such appeal, the decision of the Company shall become final and binding. If the Company fails to hold a hearing or render a decision within the time limit prescribed, the grievance shall be considered denied and the Union may file an appeal to the next step.

c. All written notification shall be delivered in person or by certified mail, return receipt requested.

d. All time limits in this Section may be extended by mutual agreement, orally or in writing.

e. Grievants, witnesses and representatives who are employees of the Company shall receive space available transportation over the lines of Company in accordance with applicable pass policies.

B. System Board of Adjustment

1. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a

System Board of Adjustment is established for the purpose of adjusting and deciding disputes arising under the terms of this Agreement. Such board will be

known as the Pinnacle Airlines, Inc., d.b.a. Northwest Airlink Flight Attendant System Board of Adjustment.

2. The Board shall be comprised of three (3) members: one (1) selected by the Union, one (1) selected by the Company and a third neutral arbitrator. Union and Company members shall be employees of the Company. The Board shall consider

any dispute properly submitted to it by the Union or the Company which has not been previously settled in accordance with the provisions set forth in this Section.

The Board's jurisdiction shall not extend to proposed changes in rates of pay, hours of service or working conditions.

3. Prior to scheduling a case for hearing before the System Board, it shall be processed through mediation. Mediation shall be implemented according to the procedures outlined below:

a. A one time training session for the mediation participants will be

conducted by the National Mediation Board and will be held on a

National Mediation mutually agreeable date at a location selected by the

Board. Thereafter, mediation proceedings conducted pursuant to this

subparagraph 3. will be held in the city where the general offices of the

Company are located, at a mutually agreeable site.

b. Mediators will be provided by the National Mediation Board pursuant to

a process agreed upon by the parties. Each party shall bear the cost and

expenses of its participants in the mediation.

c. Prior to the start of each calendar year, provided cases are pending, in

coordination with the National Mediation Board, the parties shall mutually

agree upon no more than two (2) days per calendar quarter in which to

mediate cases.

d. Cases will be scheduled for Mediation Conference in the quarter in which

they are submitted or in the ensuing quarter. In the event the cases cannot

be scheduled during the available dates in the current or ensuing quarter, additional dates will be secured to accommodate the cases.

e. The issue mediated will be the same as the issue the parties have failed to

resolve through the grievance process. The presentation of evidence is not

limited to that presented at any previous step of the grievance procedure.

The rules of evidence will not apply, and no transcript of the Mediation

Conference shall be made.

- f. The grievant(s) will have the right to be present for the presentation of their case. Other attendees will include those individuals needed to present the parties position and to reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
- g. The Company and the Union shall each appoint a principal spokesperson, who may not be an attorney, for the Mediation Conference.
- h. The mediation process shall be informal. The Mediator has the authority to meet both jointly and separately with the parties; however, Mediator has no authority to compel resolution of the grievance.
- i. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary.
- j. Either party may request the Mediator give it an oral advisory opinion
- k. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the Mediation Conference.
- l. In the event a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the Neutral Board Member of the System Board, nor may he or she be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the

reference to subject of a Mediation Conference; nor will there be any statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.

m. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.

n. The jurisdiction of the Mediator shall not extend to proposed changes in rates of pay, hours of service, or working conditions.

o. All parties involved in the Mediation Conference, including the Mediator, are barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources, provided, however, neither party is barred from disseminating general information regarding the scheduling and outcome of a mediation.

4. Whenever a case has not been resolved in mediation, it shall be scheduled for arbitration. Such arbitration shall be assigned to a mutually agreeable arbitrator

### 3.3

one shall be from the list below. If the parties cannot agree upon an arbitrator, arbitration shall be selected using the alternate striking method. The date for the arbitration shall be determined by the arbitrator's schedule. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Company and Union members.

Neutral Arbitrator Panel

Richard I. Bloch  
Nicolas H. Zumas  
Anthony Sinicropi  
Lawrence T. Holden  
Dennis Nolan  
Dana Eischen  
Herbert Fishgold

5. The Board, as comprised in accordance with this Agreement will render its decision in writing as promptly as possible. A majority vote of the three (3) Board members, or the neutral member when he or she sits alone, shall be sufficient to make a decision which shall be final and binding on the Company and the Union.
6. The expenses and reasonable compensation of the neutral arbitrator will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of its Board member and its witnesses and representatives. Grievant(s), witnesses and representatives who are employees of the Company shall receive space available transportation over Company lines in accordance with Company pass policies.
7. All submissions to the System Board shall be addressed to the Vice President Flight Operations, or his designee, and the Local Union President for Pinnacle Airlines, Inc. d.b.a. Northwest Airlink. Each submission shall show: a) question or questions at issue; b) statement of facts; and as applicable c) position of the Union or Company.
8. The Company and the Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
9. The Board may, by majority vote, or at the request of either the Union or the Company member, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does

- not unnecessarily interfere with the operations of the Company.
10. Each Board member shall be free to discharge his or her duty in an independent manner. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of their giving testimony in good faith.
11. The expense of a court reporter necessary to transcribe Board proceedings shall be borne equally by the parties.

### 3.4

#### Section 4 GENERAL

- A. A personnel file shall be maintained for each flight attendant. The personnel file will all documents affecting a flight attendant's employment relationship with the Company, except training records. Any document which the Company deems derogatory and would consider for progressive discipline must be reviewed and a copy given to the affected flight attendant. Upon reasonable request, a flight attendant may inspect his or her personnel file and training record. A flight attendant may request one (1) copy of each document in his or her personnel file.
- B. A flight attendant shall not be required to pay for damage or loss of Company property on or off any aircraft while performing his or her regular duties, unless caused by the negligence or intentional misconduct of the flight attendant.
- C. The Company shall provide each flight attendant with a convenient sized bound copy of this Agreement within ninety (90) days after signing. New hire flight attendants will thereafter be provided with a copy of the Agreement during initial training. The parties shall share the cost of reproduction of the Agreement.
- D. The Company shall provide at its option either a flight attendant-only or a joint pilot/flight attendant lounge at Memphis Airport.

- E. The Company will provide a V-file for each flight attendant in the Memphis Crew Room.
- F. The Company will furnish an initial Company I.D. card at no cost to the flight attendant.  
Cost of a replacement card will not exceed twenty-five dollars (\$25).
- G. The Company will maintain toll-free telephone access to scheduling, training and in-flight departments.
- H. A flight attendant who is injured in the line of duty and unable to perform flight duties or who is involved in an aircraft accident, who so requests, will be relieved from duty. Such flight attendant will be given positive space on-line transportation to return to domicile on the first scheduled flight.
- I. The Company agrees to provide space in each crew lounge for the placement of a glass enclosed, secured Union bulletin board. Such board shall be used for the purpose of posting notices signed by authorized PACE officials related to Union meetings and other business. No notice posted on such board shall contain derogatory or inflammatory material.
- J. Union representatives who are employees of the Company will be provided free space available transportation over the lines of the Company for the purpose of conducting PACE business with the Company.
- K. Union Leave
1. Local Leave
- Subject to staffing and operational requirements, the Company will release flight attendants for the purpose of conducting official business with the Company. Requests for release must be submitted in writing as far in advance as possible, but no less than four (4) business days prior to the requested days off. The Company may waive the four (4) business day requirement in the event of unusual and compelling reasons. A flight attendant on such leave will be paid for trips missed, or a pro rata reserve guarantee. The Union will reimburse the

Company for such pay plus a thirty percent (30%) override for benefits. The Union will make such reimbursement to the Company no later than thirty (30) days following receipt of a billing.

2. International leave

Subject to staffing and operational requirements, the Company will release no more than one (1) flight attendant at a time for one (1) year, for the purpose of assuming an elected or appointed position with the International Union. During such year, the flight attendant will retain seniority and longevity. The flight attendant will be paid directly by the Union and the Union will reimburse the Company for the cost of benefits. The flight attendant may request an extension of such leave for no more than one (1) year. When the flight attendant returns to the line, he or she may exercise his or her seniority to secure a position. Should this exercise of seniority result in a junior flight attendant being displaced, the Union shall be responsible for any associated cost. A flight attendant who fails to return from an authorized leave at its expiration will be removed from the Seniority List.

L. The Company shall be excused from compliance with any firm date and time obligations in this Agreement in the event a circumstance over which the Company does not have control is the cause of such noncompliance. The term "circumstance over which the Company does not have control" includes, but is not limited to, an act of nature; labor dispute; grounding of a substantial number of the Company's aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either government action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations; revocation of the Company's operating certificate(s); war emergencies; owner's delay in

the delivery of aircraft scheduled for delivery; manufacturer's delay in the delivery of new aircraft scheduled for delivery.

4.2

## Section 5 SCHEDULING

### A. Scheduling Committee

1. The Union will establish a Flight Attendant Scheduling Committee
2. The Flight Attendant Scheduling Committee may make recommendations to the Manager Crew Resources or his or her designee. The Manager Crew Resources or his or her designee will respond in a timely manner.

### B. Line Construction

1. Monthly lines for bid will contain regular lines, build-up lines, reserve lines and, at Company discretion, temporary lines, which may be configured as either regular, build-up or reserve lines.
2. Regular, build-up and reserve lines shall be scheduled to contain a minimum of ten (10) days off per month in domicile.
3. Build-up lines will be blank when posted and will not have specified days off.
4. Regular, build-up and reserve lines shall be scheduled to contain twenty-four (24) hours off in any seven (7) consecutive calendar days.
5. Lines of time will reflect ant known, reduced or changed holiday

schedules.

affected Should holiday schedules be modified after the posting of bids, the

domiciles will be notified in writing within twenty-four (24) hours.

6. A flight attendant who is awarded or assigned a temporary line will be assigned minimum days off at his or her temporary domicile.

7. A line will not be constructed to schedule a flight attendant to be on duty for more than fourteen (14) hours in any duty period.

8. A CDO will terminate at the release time after the first scheduled arrival at domicile on the second day of the trip.

9. Except in the case of a CDO where the break is not a legal rest (i.e. release to report), the Company will use its best efforts to schedule a line

such that a flight attendant receives at least nine (9) hours of rest, release to report, when away from domicile overnight.

10. A meal period of at least forty-five (45) minutes will be normally be scheduled in a duty day of more than nine (9) hours. No training or other

flight attendant related duties will be conducted during the meal period without the flight attendant's consent.

11. A trip will not exceed five (5) consecutive days or four (4) consecutive nights away from domicile.

### C. Bidding Procedures

1. The Company will make a bid package for the following month available to flight attendants at each hub at 1200 (Central Time) on the sixteenth (16<sup>th</sup>) day of the current month.

2. Bidding will close at 1200 (Central Time) five (5) days after the bid package posting. Bids must be placed in the flight attendant's bid box no later than the published closing time. Telephone and telefax bids will not be accepted unless

## 5.1

they have been specifically pre-approved by the Inflight Manager, or his or her

designee.

3. Lines will be awarded on a domicile basis, in seniority order, to flight attendants who are both permanently and temporarily based at a domicile and eligible to bid.

Awards will be posted in the domiciles no later than twenty-four (24) hours after bid closing.

4. A flight attendant failing to make a sufficient number of bids, failing to meet the bidding deadline, or submitting a bid that is illegible, will be assigned a line at Company discretion.

5. A list of all flight attendants with known scheduled vacation and known training will be published with the bid package.

6. In the event of unanticipated alterations in marketing schedules prior to bid awards, any changes to lines will be made to affect as few flight attendants as possible and to minimize adjustments to the numbers of days off and total time on the affected lines.

7. Interface and Conflict Adjustments  
a. If a flight attendant's line for the next month conflicts with his or her line for the current month, the Company will make the month-to-month adjustments by dropping trips and seeking as closely as practical to maintain each bid line's value.

b. Adjustments will also be made for conflicts with known training and vacation.

c. When a trip is removed due to a conflict, it will be replaced, to the extent permissible by the FAR's with another trip and/or reserve duty during the period which is outside the conflict but within the calendar days of the original trip.

d. After completion of the tasks in subparagraphs 7.a.-c., above, build-up line will be filled with open time, reserve days, and days off. Build-up lines may also include flight assignments originating out of other domiciles.

e. The Company will publish the interface and conflict adjustments and build-up lines will be filled no later than ninety-six (96)

hours after the bid

awards. The Company will distribute a copy of the month-to-month and conflict adjustments to other domiciles, as applicable, within twenty-four (24) hours thereafter.

8. A flight attendant must be in active service at the time of bid package publication in order to be eligible to bid for a line for the following month. In addition, a flight attendant must be anticipated to be in active service for the trips in the line(s) he or she bids. A flight attendant who is not in active service at the time of bid package publication or who is not anticipated to be in active service for the trips in the line(s) bid for the following month, may be permitted to bid at the option of the Company. A list of eligible bidders will be published in the bid package.

9. A flight attendant who goes into inactive service after having been awarded a line, will have his or her trips which conflict with the inactive service dropped into open time.

## 5.2

### D. Open Time

1. Open time includes flying not contained within a line for bid; flying which is not reserved by the Company for administrative purposes; and flying which becomes available during the month on greater than seventy-two (72) hours notice from report time.

2. The Company will post a list of known open time at the same time as it posts the month-to-month adjustments. It will update the list as soon as practical after new open time becomes available, but no less frequently than every third day.

3. The Company may assign open time defined in paragraph D.1., above, to any flight attendant from the following classifications in the following order, except the Company may use or save reserves, at its discretion, irrespective of this order:

- a. regular line holders, in seniority order, who have submitted a request for

of his or her  
line value, on  
plus or minus

an open time trip (provided the request does not disrupt on existing trip(s));  
b. regular line holders who have fallen below their original the same days as lost trips, up to a scheduled value which is five (5) hours of their original line value.

4. Open time that cannot be covered using the resources listed in paragraph D.3., above, and flying which becomes available within seventy-two (72) hours prior to its report time will be assigned to flight attendants from the following classifications in the following order, except that the Company may use or save its reserves, at its discretion, irrespective of this order:

a. regular line holders who have expressed a willingness to fly on particular day(s), (provided the request does not disrupt an existing trip and provided further that, in the judgment of Crew Scheduling, the time required to contact such flight attendant will not delay the trip's departure);

b. regular and build-up line holders who are already on a bid trip or who are scheduled to be on a bid trip using the rescheduling provisions of paragraphs E.2. and 3.;

c. flight attendants who are off duty. When selecting an off duty flight attendant, the Company will first call flight attendants who are in the domicile of the flying, in reverse seniority order; then in other domicile(s), in reverse seniority order. A flight attendant will not be junior assigned pursuant to this paragraph for more than two (2) trips in a month.

d. flight attendants who are in training as provided in Section 12.E. and paragraph E.5., below; and

e. training and supervisory flight attendants.

5. An off duty flight attendant will not be junior-assigned to sit reserve or ready reserve.

E. Rescheduling

1. The Company may make changes to a flight attendant's line/trip/reserve day due to operational needs.
2. Regular Line Holder
  - a. A regular line holder who loses a trip or portion thereof after the month starts shall be scheduled for another trip or placed on reserve for the calendar days of the original trip. Reserve may be regular or ready reserve at the Company's option. A flight attendant whose trip is not otherwise rescheduled will not be rescheduled to sit reserve or ready reserve at the end of that trip.
  - b. A regular line holder who has flying added to his or her trips shall not have such time added outside calendar days of the original trip.
3. Build-Up Line Holder
  - a. A build-up line holder shall have his or her trips rescheduled pursuant to the provisions of E.2., above.
  - b. A build-up line holder shall be rescheduled on reserve days pursuant to the provisions of E.4., below.
4. A reserve line holder and build-up line holder on reserve days may be rescheduled up to the limitations of the FAR's.
5. A flight attendant who is removed from training in order to prevent a flight cancellation will be assigned flying which will return the flight attendant to his or her domicile within the previously scheduled calendar day(s) of such training.
6. If two regular line holders or build-up line holders report for the same trip due to a scheduling error, the senior flight attendant shall have first choice as to whether to take the trip or stand reserve pursuant to paragraph E.2. or E.3., above.
7. If, in actual operation, a flight attendant cannot be returned to domicile within the

scheduled limits due to irregular operations, he or she shall be returned to domicile as soon as practical given FAR rest requirements and the need to return the aircraft to domicile.

F. Trades and Drops

1. All trip and reserve day trade and drop requests must be in writing, signed by the involved flight attendant(s) and faxed or delivered to the Company no fewer than forty-eight (48) hours in advance of the requested trade or drop.
2. The Company will make every effort to approve or deny the request within twenty-four (24) hours of its receipt or forty-eight (48) hours prior to the report time, whichever is later. A flight attendant who wishes to have his or her request withdrawn at this point, if it has not been processed, may so indicate on the written request.
3. Only whole trips may be dropped or traded. However, at Company discretion, a partial trip drop may be granted. Flight attendants may not trade lines.
4. A trade/drop is considered approved when the flight attendant receives confirmation from the Company via computer message, telephone call or return of an approved written request.

5.4

5. A flight attendant who loses time from his or her line due to a drop/trade will have his or her guarantee adjusted downward by the amount of time which the transaction takes the flight attendant below guarantee or previously adjusted guarantee. For the purpose of guarantee adjustment, a reserve day shall have a value of 3.65 hours. The guarantee shall be restored on an hour for hour basis for all trips picked up.

G. Reserve and Ready Reserve

1. Regular Reserve
  - a. A reserve flight attendant is required to be on call from

0001 to 2400 on  
by the  
assignment that is  
limitations of  
a local phone  
airport no later  
an overnight  
trip.  
in an equitable  
of  
Company's  
must contact the  
attendant who  
assignments within the  
on ready  
airport or flying a trip. Only if  
will a flight  
may request

a reserve day. A reserve flight attendant may be contacted  
Company during the on-call period to begin a duty  
scheduled to commence and conclude consistent with the  
the FARs.

- b. A reserve flight attendant must provide the Company with  
number in his or her domicile.
- c. A flight attendant on reserve call-out shall report to the  
than one (1) hour after he or she is contacted.
- d. A reserve flight attendant must report for work prepared for  
even if the trip he or she is called-out for may be a one day
- e. The Company will make its best efforts to assign reserves  
manner, consistent with operational requirements and days  
availability.
- f. Reserve flight attendants may trade reserve days with the  
approval.
- g. A reserve may be assigned ready reserve.
- h. A reserve flight attendant who completes an assignment  
Company before leaving the airport. A reserve flight  
completes an assignment may be given additional  
FAR duty period limits; including remaining at the airport  
reserve, remaining on-call away from the  
he or she receives an express release from the Company  
attendant be considered a rest period. A flight attendant  
an early release.

## 2. Ready Reserve

a. A ready reserve flight attendant is required to be on-call at  
the airport, in  
uniform, prepared to work, for a period of twelve (12)  
hours, beginning  
when he or she reports to the airport and/or signs-in as a

ready reserve.

b. A ready reserve flight attendant may be given a duty assignment that is scheduled to commence and conclude any time within the FAR limits. A flight attendant on ready reserve is considered on duty from the time he or she signs in as a ready reserve at the airport. A ready reserve flight attendant may request an early release.

## 5.5

3. A reserve flight attendant may use a beeper; however, the flight attendant is solely responsible for ensuring the quality of service of such device and any malfunction of the beeper is solely the responsibility of the flight attendant.

4. A flight attendant who has been contacted by the Company for reserve assignment but who has not been reached personally, must respond within ten (10) minutes of the initial contact or he or she will be considered unavailable.

### H. General

1. The Company may utilize a recording device for the purpose of recording phone conversations between flight attendants and the Company. There shall be no general audit of the tape. In the event a dispute arises and the Company desires to use the tape in an investigation, the flight attendant will, upon request, be allowed to listen to the relevant portions of the tape.

2. A flight attendant is not considered to be scheduled in excess of the contractual limitations if the flights to which the flight attendant is assigned are scheduled and normally terminate within the limitations but due to circumstances beyond the control of the Company (including but not limited to weather, mechanicals, connecting passenger delays and ATC delays) are not at the time of departure expected to reach their destination within the scheduled time.

Section 6

HOURS OF SERVICE

- A. The Company shall schedule flight attendants consistent with the requirements of this Agreement and in accordance with the applicable regulations.
- B. Days Off
  - 1. Full time flight attendants will receive no fewer than eight (8) days off per month.
  - 2. A flight attendant shall not be required to keep the Company informed of his or her whereabouts while on days off or vacation. This provision does not restrict the Company from attempting to contact a flight attendant on such day.
  - 3. Replacement Days Off

- ten (10) days  
mechanical  
in the same or  
replacement day off  
paid for the  
such day rather
- a. If a flight attendant's scheduled days off are reduced below  
by the Company, for reasons other than weather or  
irregularities, he or she shall receive a replacement day off  
succeeding month. Requests for a specific date as a  
must be in writing. A flight attendant may request to be  
scheduled time on a replacement day off and still work on  
than take the day off.
- b. A replacement day off will be scheduled by the 5<sup>th</sup> of the  
month. When scheduling such day off, the Company will  
take into  
consideration the flight attendant's request for a specific  
date.

C. Duty Time and Rest

1. The applicable duty time and rest time limitations shall be those  
specified in the  
FAR 121.467
2. Deadhead shall not be considered rest.
3. If the applicable limitations of the FARs should change, either  
party may initiate  
conferences to discuss the impact on the Agreement, but such  
conferences shall  
not interfere with the Company's obligations to implement such  
changes.

D. Commencement and Termination of Duty

1. At base, a flight attendant shall be required to report, and his or her  
duty shall  
commence, forty-five (45) minutes prior to his or her first  
scheduled departure of  
the day. If such departure is delayed or rescheduled, the  
commencement of duty  
shall correspondingly be delayed or rescheduled.
2. Away from base, a flight attendant shall be required to report, and  
his or her duty  
shall commence, thirty (30) minutes prior to his or her first  
scheduled departure  
of the day. If such departure is delayed or rescheduled, the  
commencement of  
duty shall correspondingly be delayed or rescheduled.
3. At base and away from base, a regular flight attendant's duty shall

terminate at fifteen (15) minutes after the actual block-in time of the last leg of that duty period. For a reserve flight attendant, duty shall terminate at the time provided to the flight attendant by Crew Scheduling.

## 6.1

### Section 7 SENIORITY

#### A. Seniority List

1. Flight Attendants shall be listed on the Pinnacle Airlines Flight Attendant Seniority List ("Seniority List") in chronological order, according to their seniority date, with the earliest date being listed first.

2. See LOA 15

3. If more than one (1) flight attendant has the same seniority date, the oldest flight attendant, as determined by birth date, shall have the lowest seniority number.

4. When a flight attendant has had prior Company service immediately contiguous to his or her flight attendant seniority date, the flight attendant's immediately preceding hire date with the Company shall be used for the purposes of non-revenue boarding priority, 401K service and length of service for vacation accrual.

#### B. Seniority List Protests

1. The Seniority List, attached as Appendix A, shall be updated on January 1 and July 1 of each year and posted within twenty (20) days thereafter. The list shall contain the names of all flight attendants, including both full-time and part-time, and state whether they are active or inactive, their seniority date, their longevity date and their employee number.

2. A flight attendant shall be permitted a period thirty (30) days after the posting of the Seniority List to protest to the Company any omission or error to his or her seniority listing. A flight attendant who is on furlough or leave of absence in excess of thirty (30) days, shall have thirty (30) days following his or her return to file a protest.

3. The Company will review the protest and within thirty (30) days either (a) correct any error on the List and re-post it or (b) advise the flight attendant and the Union why the List is correct. The Union may file a grievance over the Company's answer to a protest.

4. A flight attendant may protest a Seniority List only if it differs from the one immediately preceding it.

C. Probation

1. Each flight attendant will be on probation for the first one hundred and eighty (180) days of active service with the Company as a flight attendant. Probation shall commence on a flight attendant's seniority date.

2. During a flight attendant's probationary period, the Company may warn, suspend or discharge such flight attendant and the flight attendant shall have no recourse within the grievance or System Board procedures.

D. A flight attendant will forfeit all employment and seniority rights and his or her name shall be removed from the Seniority List if he or she resigns, is discharged, or declines or fails to return from furlough or leave of absence. A flight attendant who voluntarily transfers to another department within the Company (not at Company request) will lose all seniority and longevity and will have his or her name removed from the Seniority List.

E. A flight attendant who transfers at the Company's request to an inflight supervisory position, a training position, or a position in another department shall retain and continue to accrue seniority and longevity.

F. A flight attendant returning to the line from an inflight supervisory position, a training position, or a position in another department, which was obtained pursuant to paragraph E., above, shall exercise his or her seniority to bid a position or displace the most junior flight attendant in the system.

7.2

Section 8

FILLING OF POSITIONS

A. Permanent Positions

1. A permanent position is a position expected to last for more than three (3) months, except that a permanent position shall not be created for pregnancy leave, medical leave, or other approved leave. A permanent position may be either full-time or part-time. When the Company determines that there should be a new permanent position or that a vacated permanent position should be filled, it will announce such position for bid. The announcement shall state the base, number of positions available, their effective date and be posted in each hub for a period of no fewer than five (5) days.

2. The Company shall institute a permanent bid system. Flight attendants shall be required to submit a permanent bid and shall have the right to change their permanent bid any time. The Company shall establish guidelines under which bid forms are to be completed.

3. The Company will award permanent positions from the Permanent Bid File in system seniority order. If there are insufficient bidders, the Company may assign positions in reverse seniority order or assign them to newly hired flight attendants. Awards/assignments shall be posted no later than ten (10) days after the close of bidding for positions. The Company may cancel a position at any time prior to its award and posting.

4. A flight attendant awarded or assigned a new permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of six (6) months unless released earlier by the Company.

5. A flight attendant awarded or assigned a new permanent position, shall be given no fewer than fourteen (14) days notice in writing from the date of the

award/assignment to report to the new domicile.

6. Crew scheduling shall array a minimum of three (3) of the awardee's days off consecutively within the thirty (30) day period after written notification of the award to relocated to his or her new domicile. It is the flight attendant's responsibility to be available at his or her new domicile from the first day of his or her report date regardless of whether he or she has actually relocated.

#### B. Temporary Positions

1. A temporary position is a position expected to last for fewer than three (3) months. A temporary position may be either full-time or part-time.

2. When the Company determines that there should be a new temporary position or that a vacated temporary position should be filled, it will announce such position for bid. The announcement shall state the base, number of positions available, their effective date and be posted in each hub for a period of no fewer than five (5) days.

3. A flight attendant may bid for a temporary position by filling out a Company provided bid and returning it to the designated location.

4. The Company will award temporary positions from the bids in system seniority order. If there are insufficient bidders, the Company may assign temporary positions in reverse seniority order or assign them to newly hired flight

#### 8.1

attendants. Awards/assignments shall be posted within forty-eight (48) hours of the end of the posting period.

5. A flight attendant holding a temporary position shall bid a line in

the temporary  
domicile.

C. The Company shall advise the Union and the flight attendants of its decision to open or close domiciles as early as possible.

8.2

## Section 9

### DISPLACEMENT, FURLOUGH AND RECALL

#### A. Displacement and Furlough

1. Prior to furloughing flight attendants, the Company will offer an opportunity for voluntary furlough in seniority order at the domicile being reduced. If sufficient flight attendants do not volunteer, the Company will post a notice of position reduction on the bulletin board in the domicile(s) affected. Notice of the position reduction will include:

a. The number of positions being reduced;  
b. The effective date of the reduction;  
c. The closing date for changing permanent bids prior to the reduction; and  
d. The names of flight attendants who will be displaced as a result of reduction of positions from the domicile.

2. A displaced flight attendant may bump the most junior flight attendant on the system. A displaced flight attendant who is to junior to bump the most junior flight attendant on the system will be furloughed.

3. A displaced or furloughed flight attendant shall be notified in writing at the last filed address or by personal delivery acknowledged in writing by the flight attendant.

4. A flight attendant who is displaced, shall be given no fewer than fourteen (14) days notice from the date of the displacement to report to the new domicile.

5. Crew Scheduling shall array a minimum of three (3) of a displaced flight attendant's days off consecutively within the thirty (30) day period after written notification of the displacement to relocate to his or her new domicile. It is the flight attendant responsibility to be available at his or her new domicile from the first day of his or her report date regardless of whether he or she has actually relocated.

6. A furloughed flight attendant shall maintain a current address on file with the company throughout the furlough period. The company will provide the Union with current addresses of furlougees upon request.

#### B. Recall

1. A furlough flight attendant who is subsequently recalled shall remain seniority but not longevity for the furlough period.

2. Flight attendants will be recalled from furlough in seniority order.

3. The seniority and recall rights of a furloughed flight attendant will terminate if such flight attendant is not recalled within twenty-four (24) months of his or her last furlough.

4. A flight attendant will be notified of his or her recall in writing, by certified mail, return receipt requested at the last filed address or by personal delivery acknowledged in writing by the flight attendant. A flight attendant will have four (4) days after delivery of the recall notice to notify the company of his or her intent to return to work. Unless otherwise extended

by the company, a recalled flight attendant must report for work within seven (7) days after the filing of his or her intent to return to work.

5. A furloughed flight attendant who fails to accept recall from furlough within the time limits above shall be considered to have resigned from the company.

A. Personal Leave

1. A non-probationary flight attendant, upon proper application to the Company, may be granted a personal leave of absence not to exceed one (1) year. Such leave may be extended at the discretion of the Company.

2. A flight attendant on personal leave will be removed from active service for the period of the leave.

3. A flight attendant on a personal leave of absence will retain and accrue seniority but not longevity.

B. Medical Leave

1. A flight attendant who has exhausted sick leave, upon proper application to the Company including satisfactory medical evidence of inability to work, will be granted a medical leave of absence for a period, of up to twelve (12) months. Upon request and based upon further satisfactory medical evidence, the Company may, at its discretion, extend the leave for an additional period of eighteen (18) months.

2. A flight attendant on medical leave of absence will retain and accrue seniority but not longevity.

3. A flight attendant on medical leave of absence shall be removed from active service for the period of the leave.

C. Maternity Leave

1. A flight attendant must notify Human Resources immediately upon confirmation of her pregnancy.

2. A flight attendant who is pregnant and who has exhausted sick leave will be granted a maternity leave of absence in accordance with applicable law.

3. A flight attendant who desires to continue to fly after the first twenty-seven (27) weeks of her pregnancy shall provide the Company, on a monthly basis, written approval from her personal physician.

4. A flight attendant placed on maternity leave of absence may be, upon request, considered for other available jobs for which she is qualified.

5. A flight attendant on maternity leave of absence will retain and

accrue seniority but not longevity.

6. A flight attendant on maternity leave of absence shall be removed from active service for the period of the leave.

D. Military Leave

Flight attendants who are members of the armed forces of the United States will be granted military leave in accordance with applicable law. A copy of the flight attendant's orders must be submitted to the Company by the 20<sup>th</sup> day of the preceding month. If the orders are received after the 20<sup>th</sup> of the preceding month, they shall be submitted to the Company within 24 hours of receipt.

E. Bereavement Leave

1. In the case of the death of an immediate family member (spouse, children, parent, grandparents, legal guardians, siblings, spouse's parents, step parents, step-children) a flight attendant will be allowed three (3) consecutive days off from scheduled flying without downward adjustment of his or her monthly guarantee.

2. A flight attendant may request and, at Company discretion, receive additional time off, however, each additional day granted which is on a previously scheduled day will cause the flight attendant's monthly guarantee to be adjusted downward by 3.65 hours.

3. A flight attendant on bereavement leave shall continue to accrue seniority and longevity and be considered in active service.

F. Jury Duty Leave

1. A flight attendant who is summoned to jury duty shall notify the Company as far as possible in advance of the scheduled jury duty so that the flight attendant may return to the flight schedule.

2. A flight attendant will be provided with up to two (2) weeks off from work for jury duty without reduction of his or her monthly guarantee. Additional days of jury duty leave shall be provided with proper documentation from the court. Each such additional day which was scheduled as a work day shall cause the flight attendant's monthly guarantee to be adjusted downward by 3.65 hours. A flight attendant must provide the Company with a written statement from the court showing any court provided jury duty pay and remit to the Company any such pay received for the first two (2) weeks of paid leave under this provision.

3. A flight attendant on jury duty leave shall continue to accrue

seniority and longevity and shall be considered in active service.

G. Family and Medical Leave Act (“FMLA”)

A flight attendant, upon proper application, shall be granted leave under FMLA, according to its terms and the policies and procedures set up within the Company to comply with FMLA. A flight attendant will not be required to use his or her vacation in conjunction with FMLA leave.

H. Emergency Leave

When a member of a flight attendants immediate family suffers a serious emergency illness requiring hospitalization, the Company will, upon request, remove the flight attendant from the trip and return him or her to domicile on the first space available on-line flight.

I. General

1. A flight attendant returning from leave of absence will notify the Company of his or her availability and will be returned to flight status as soon as possible. A returning flight attendant requiring training to bring his or her qualifications current will be assigned to such training at the first available scheduled training session or at such earlier time as the Company may elect.

2. A flight attendant who has been on leave will return to his or her previous permanent position.

Section 11  
PHYSICAL EXAMS

A. If the Company questions the fitness of a flight attendant, the Company may required such flight attendant to submit to a physical examination. The Company will give the flight attendant written notice of his or her need to undergo a physical examination. The examination will be by a Company-designated doctor and flight attendant will be furnished with a copy of the doctor’s report. The Company will pay the cost of such physical examination.

B. A flight attendant who fails to pass a physical examination may, at

his or her \_\_\_\_\_ option, have a review in the following manner:

1. The flight attendant may employ a qualified doctor of his or her own choosing \_\_\_\_\_ and at his or her expense, to conduct a physical examination for the same purpose \_\_\_\_\_ as the Company directed examination.

2. A copy of the findings of the flight attendant's doctor shall be furnished to the \_\_\_\_\_ Company within seven (7) days following receipt of the report of the Company's \_\_\_\_\_ doctor. If the findings verify the Company's doctor's findings or if the flight attendant fails to furnish such report within said time, no further review of the \_\_\_\_\_ case shall be afforded.

3. If the findings of the flight attendant's doctor are timely filed with the Company \_\_\_\_\_ and they disagree with the findings of the Company doctor, the Company will, at \_\_\_\_\_ the written request of the flight attendant made at the time of the submission of \_\_\_\_\_ the findings, ask that the two doctors agree upon a third neutral doctor \_\_\_\_\_ (preferably a specialist) within seven (7) days to conduct a further examination.

4. The neutral doctor shall then within seven (7) days make a further examination of \_\_\_\_\_ the flight attendant and the case shall be settled on the basis of the third doctor's \_\_\_\_\_ findings.

5. The cost of the third neutral doctor shall be paid one-half (1/2) by the flight attendant and one-half (1/2) by the Company. Copies of such doctor's report shall \_\_\_\_\_ be furnished to the Company and the flight attendant.

C. When a flight attendant is removed from flying status by the Company, as a result \_\_\_\_\_ of, his or her failure to pass the Company physical examination and he or she \_\_\_\_\_ appeals such action under the provisions of this section, he or she shall, if such \_\_\_\_\_ action is proven unwarranted as provided in Paragraph B, of this section, be paid \_\_\_\_\_ for lost wages from the time that he or she shall, if such action is proven unwarranted as provided in Paragraph B., of this section, be paid for lost wages \_\_\_\_\_ from the time he or she was removed from flying status until the time he or she is \_\_\_\_\_ reinstated to flying status. Provided, however, that if a flight attendant requested \_\_\_\_\_ an extension of the time limits, the Company payment obligation will be reduced \_\_\_\_\_ by the length of time of the extension.

## Section 12

### TRAINING

- A. Location and time of training will be announced as soon as it is known and may be subject to change.
- B. A flight attendant shall participate in training as scheduled. A flight attendant who fails to pass training or a performance evaluation will be given additional training. The company shall determine the appropriate amount of additional training. If the flight attendant is unable to demonstrate satisfactory performance, the flight attendant's continued employment will be at the Company's discretion.
- C. The Company shall make its best efforts to schedule training not to exceed eight (8) hours, but in no case will training be scheduled to exceed ten (10) hours on any day, excluding any breaks.
- D. A flight attendant shall not be required to return from vacation or leave of absence to attend training, except as may be required to resume duty following a leave.
- E. A flight attendant may be removed from training and assigned to flying if it is necessary to avoid a flight cancellation. If a flight attendant is assigned to flying after completing five (5) hours or more of training, he or she will receive 3.65 hours of training pay in addition to any hours flown.
- F. A flight attendant who is required to attend training on his or her days off will be credited with 3.65 hours over his or her guarantee.
- G. A flight attendant will not be required to pay for training or training materials.

## Section 13

### SICK LEAVE

- A. Beginning with the first full month of active service, a full time flight attendant will accrue two (2) hours of sick leave credit for each full month of active service as a flight attendant. A flight attendant on non-active service will maintain, but not accrue, sick leave credit. a part time flight attendant will not accrue sick leave credit.
- B. A regular flight attendant who is unable to perform work due to his or her

own illness, injury or pregnancy will be credited for the scheduled block hours missed to the extent the flight attendant's bank contains sufficient hours. A reserve flight attendant will be credited 3.65 hours per day of sick leave to the extent the flight attendant's bank contains sufficient hours. If the flight attendant's sick leave bank does not have sufficient hours to cover the scheduled block hours missed, his or her applicable guarantee will be reduced by the deficit. A flight attendant's bank shall be debited for sick leave paid. A flight attendant who becomes ill away from base shall be considered on sick leave beginning the first leg he or she is unable to fly and ending upon return to his or her domicile.

C. A flight attendant's sick leave pay will be offset by any worker's compensation benefits received. A flight attendant applying for such benefit shall promptly advise the Company of any such benefit received.

D. A flight attendant who is absent from work because of illness, injury or pregnancy is responsible to give the Company as much advance notice as possible, but in no case shall such notice be fewer than two (2) hours prior to each individual trip, reserve or training day. A flight attendant who does not advise the Company of the expected length of the absence shall notify the Company of his or her status each succeeding duty day until return to duty. A flight attendant is required to coordinate his or her return to work with the Company.

E. The Company may require a written physician's statement as to the nature of any illness or injury when:

1. Sick leave abuse is indicated;
2. The flight attendant has called in sick on two or more prior occasions during the previous consecutive six (6) months;
3. The sick call is on the day(s) before or after the flight attendant's scheduled vacation;
4. The sick call is before, after or on a Company approved holiday;
5. The flight attendant has given notice of resignation.

F. A flight attendant who has more than three (3) sick calls in a twelve-month period shall be subject to progressive discipline.

G. A flight attendant who is on sick leave at the time of his or her vacation is to be taken, may, with the approval of the Company, trade the vacation with an open vacation period. If there are no open periods for trade, the

vacation must be taken.

H. A flight attendant's pay summary shall contain a sick leave bank balance.

I. When a flight attendant becomes ill or injured away from domicile the Company shall return the flight attendant to domicile as soon as possible using space available, on-line transportation.

## Section 14

### VACATION

- A. Accrual
1. A full time flight attendant will accrue vacation credit beginning with his or her first full month of active service following his or her seniority date. A part time flight attendant will not accrue vacation credit.
  2. Accrued vacation shall vest on December 31<sup>st</sup> of the current year for use in the following calendar year. To be eligible to have his or her vacation vest for the next year, a flight attendant must be employed on December 31<sup>st</sup> of the year in which it is accrued.
  3. Vacation accrual for flight attendants with less than one (1) year of longevity will be in accordance with the following schedule:

<u>Seniority Date Month</u>	<u>Vacation Hours Accrued for use in the following Calendar year</u>
January or February	15 Hours
March or April	12 Hours

May or June	9 Hours
July or August	6 Hours
September or October	3 Hours
November or December	0 Hours

4. Vacation accrual for flight attendants with one (1) year or more longevity will be in accordance with the following schedule:

<u>Years of Longevity</u>	<u>Vacation Hours Accrued for use in following Calendar year</u>
One year	21 Hours
Three years	42 Hours
Six years	63 Hours
Fifteen years	84 Hours

5. Annual and Monthly Vacation Bidding

1. In approximately the first week of November of each year, the Company will post a vacation schedule for the following year containing vacation periods available for bid. At least one (1) vacation period will be available each week of the year. A flight attendant will bid for the periods posted and the awards will be published in the domiciles no later than December 16<sup>th</sup>. Awards will be based upon seniority. A flight attendant who fails to bid will be assigned vacation period(s) by the Company

4. After the start of the vacation year, with Company approval, vested vacation periods may be dropped into open vacation and/or traded.

C. Vacation Splitting and Personal Days

1. If a flight attendant has seven (7) days of vacation accrual he or she may split the vacation into groups of two (2) and five (5) or three (3) and four (4) days. If a flight attendant has more than seven (7) days of vacation accrual he or she must bid at least

seven (7) days as a single period. If a period is split during the award, only the remaining portion of the period will be available for subsequent bidders.

2. A flight attendant may reserve up to five (5) accrued vacation days for use in the following year as personal days. A request for a personal day is considered a request for a trip drop under Section 5 F., provided however, that if it is granted, it will be in domicile seniority order and will be credited at three (3) hours per day.

The flight attendant's guarantee shall be reduced by only the hours in excess of three (3) hours.

#### D. Vacation Pay and Carry Over

1. A flight attendant will be paid his or her applicable guarantee in a month in which he or she has vacation, except as it may have been otherwise adjusted pursuant to other provisions of this Agreement. The flight attendant's vacation bank will be reduced by the number of block hours removed from his or her line due to the vacation. If the flight attendant does not have sufficient hours in his or her bank to cover the lost time, the guarantee will be reduced by the deficit.

2. If a flight attendant bids a line with fewer than 21 block hours touched by the vacation, the extra hours which accumulate in his or her bank may be taken as personal days in accordance with Paragraph C.2, above.

3. A flight attendant may not carry over vested vacation credit to the succeeding year without the consent of the Company.

#### E. Vacation Cancellation

1. When time permits, vacation cancellations shall be offered in seniority order. If an insufficient number of flight attendants volunteer for vacation cancellations, additional vacation cancellations will be made in reverse seniority order.

2. A flight attendant whose vacation is cancelled who cannot re-bid a vacation from open vacation will be permitted to carry the vacation over into the next year, at which time it shall be non-cancelable.

3. The Company will give a flight attendant at least thirty (30) days notice of vacation cancellation.

4. A flight attendant whose vacation is involuntarily cancelled will be reimbursed for any deposits made in reliance upon their awarded line, provided the deposits are non-refundable and the flight attendant can provide proper documentation. The Company shall have the option of skipping the flight attendant who has non-refundable deposit.

F. Vacation Schedule Modification

1. A flight attendant who transfers to another domicile, shall drop his or her vacation into open vacation at the former base and bid a new vacation from open vacation in the domicile.

2. At the time of bidding a flight attendant may express a willingness to drop his or her vacation into open vacation in order to attend scheduled training. A flight attendant who drops vacation for this purpose shall re-bid a vacation from open vacation. Should he or she be unable to bid a new vacation, he or she will be permitted to carry the vacation over into the next year, at which time it shall be non-cancelable.

G. Resignation and Death

1. A flight attendant who resigns, give a two (2) week notice and performs duty as required pursuant to the Agreement during the final two (2) weeks, shall be paid for any unused, accrued and vested vacation.

2. In the event of a flight attendant's death, his or her unused, accrued, and vested vacation will be paid to his or her estate.

3. A flight attendant who is terminated will be paid for unused, accrued, and vested vacation.

Section 16

INSURANCE AND 401(K)

- A. Flight attendants will be provided with medical and dental insurance benefits on the same terms as those provided to other non-contract, non-management employees.
- B. Effective date of signing. Life insurance coverage limit shall be increased to

the greater of \$10,000 or one times (1x) the flight attendant's last calendar year W-2 earnings.

C. Benefits Continuation

1. A flight attendant and his or her qualified beneficiaries may continue health insurance for eighteen (18) months following a "qualifying event" under the Consolidated Omnibus Budget Reconciliation Act (COBRA) which would normally result in the loss of coverage.
2. Under COBRA a flight attendant or his or her beneficiary shall pay the full cost of coverage at the Company's group rate plus an administration fee.
3. The Company will provide each eligible flight attendant with a written notice describing the rights and obligations under COBRA when the flight attendant is issued a new-hire folder.

- D. Flight attendant will be permitted to participate in a Company sponsored 401(K) Plan containing terms and conditions that are the same as those provided to other non-contract, non-management employees.

16.1

Section 17

TRAVELING AND MOVING EXPENSES

A. Traveling Expenses

1. A flight attendant shall receive the following hourly expense rates for all hours beginning with a flight attendant's report for the first duty period of a trip and ending with the release time at domicile at the end of the last duty period of a trip, i.e. the flight attendant's time away from base:

Effective August 1, 1999, \$1.15, effective August 1, 2002, \$1.25, effective August 1, 2004, \$1.35.

2. A flight attendant will be furnished single occupancy lodging on all trips and training assignments that require the flight attendant to be away from his or her domicile overnight.
3. The Company will provide transportation between the airport and the lodging facility.

B. Temporary Expenses

4. A flight attendant who is awarded or assigned a temporary position shall receive the expenses allowance in Paragraph A.1., above, per day for each day of the temporary position, beginning with the first flight assignment in such position and ending on the last flight assignment in such position. However, a voluntary bidder will not receive such expense payment for nights of his or her scheduled days off.
5. A flight attendant who is awarded or assigned a temporary position will be furnished single occupancy lodging for a temporary position, beginning with the first flight assignment in such position and ending on the last flight assignment in such position.

C. Moving Expenses

6. The Company will not pay moving expenses for moves of voluntary bidders to new domiciles.
7. If a flight attendant is involuntarily displaced to different domicile on a permanent basis, the Company will pay approved moving expenses not to exceed one thousand two hundred dollars (\$1200) to such flight attendant for the purpose of assisting in defraying the cost of such move. This amount will only be paid to a flight attendant who actually moves his or her primary/permanent residence to the new domicile.

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3. In the case of a flight attendant and spouse where each is an employee of the Company, and both are transferred to the same domicile, payment pursuant to Paragraph C.2., above, will be made to only one individual, and not both.
4. A flight attendant who is involuntarily displaced to a different domicile on a permanent basis, will be given, upon request, three (3) consecutive days off coinciding with his or her move to the new domicile. The Company and the flight attendant will coordinate the specific moving

days. The flight attendant's monthly guarantee will not be reduced as a result of this paragraph.

5. A flight attendant who changes his or her primary residence, and uses the benefits of subparagraph 2. and 4., above, shall provide the Company with satisfactory evidence of such primary/permanent residence change.
- D. The Company will provide parking for a flight attendant at his or her domicile.

17.2

## Section 18

### COMPENSATION

- A. Longevity Pay
1. There shall be seventeen (17) longevity pay steps commencing with the initial rate.
  2. Longevity shall commence on a flight attendant's seniority date as

provided in Section 7.A.2. A flight attendant shall advance from the first to second and second to third longevity steps after six months of active service respectively. Thereafter, a flight attendant shall advance to the next longevity pay step after each succeeding twelve months of active service.

3. A flight attendant who advances from one (1) longevity step to the next shall have his or her increase on the following days:
  - a. if a flight attendant's longevity adjustment day is between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month, his or her hourly pay rate will be increased on the first (1<sup>st</sup>) of the month.
  - b. if a flight attendant's longevity adjustment date is between the sixteenth (16<sup>th</sup>) and the end of the month, his or her hourly pay rate will be increased on first (1<sup>st</sup>) day of the following month.

B. A flight attendant shall be paid for all actual block hours and guarantee block hours at the following hourly pay rates based upon his or her applicable longevity as follows:

<u>Longevity Year</u>	<u>August 1, 1999</u>
Initial Rate	14.03
6 month	14.65
1 year	15.29
2 years	16.66
3 years	17.58
4 years	18.55
5 years	19.57
6 years	19.96
7 years	20.36
8 years	20.77
9 years	21.18
10 years	21.61
11 years	22.04
12 years	22.48
13 years	22.92
14 years	23.38
15 years	23.86

18.1

C. The hourly rates set forth in Paragraph B., above, shall be increased by 1.5% on August 1, 2000, 1.5% on August 1, 2001, 1.5% on August 1, 2002, 1.5% August 1, 2003, 1.5% on August 1, 2004, 1.5% on August 1, 2005.

D. Monthly Guarantee

A flight attendant shall be paid a minimum monthly guarantee at his or her applicable hourly rate as provided in subparagraphs, 1. and 2. below. When a flight attendant has one or more day(s) of non-active service in a month, the

monthly guarantee will be prorated for the non-active days.

1. A regular line holder and a build-up line holder shall be guaranteed seventy-five (75) hours per month at his or her applicable hourly rate.
  2. A reserve line holder will be guaranteed seventy-five (75) hours per month at his or her applicable hourly rate. A reserve line holder will be credited toward his or her guarantee with the greater of the scheduled value of trips flown on a reserve day or 3.65 hours per reserve day.
  3. The following time shall be paid above a regular line holder's and a build-up line holder's monthly guarantee or adjusted guarantee:
    - a. voluntary open time pick-up pursuant to Section 5.D.3.a and 5.D.4.a;
    - b. junior assignment pursuant to Section 5.D.4.c.
    - c. rescheduling pursuant to Section 5.E.2., when the sole purpose of the rescheduling is to add time to a flight attendant's originally scheduled ending time of his or her trip.
  4. A flight attendant's monthly guarantee will be adjusted downward:
    - d. for dropped trips or reserve days;
    - e. for missed trips (no shows);
    - f. for trades which result in fewer hours;
    - g. for disciplinary suspensions and discharge;
    - h. as provided in D. above and as otherwise provided in this Agreement.
- E. Trip Guarantee  
A regular line holder or build-up who loses a trip or portion thereof from his or her originally bid and awarded line, due to a cancellation of a flight for weather conditions or mechanical reasons will be subject to the rescheduling provisions of Section 5.E. and will be guaranteed no less than fifty percent (50%) of the total scheduled value of the original flight time in such trip. A flight attendant who loses a trip or portion thereof for any other reason, or who is unavailable for a trip for any reason shall not be eligible for this guarantee.
- F. When a flight attendant is required to participate in a drug or alcohol testing at an off-airport location, he or she will be credited with one (1) hour of block time at the applicable hourly rate. For a reserve flight attendant the credit shall be toward monthly guarantee. For a regular flight attendant it shall be credited above the monthly guarantee.
- 18.2
- G. Flight attendants shall be paid a commission on liquor sales according to the Company policy with a commission minimum of fifteen percent (15%) of the total monies received, provided the total monies received exceeds one hundred dollars (\$100).
- H. The Company shall continue its Holiday pay policy. Holidays that will be paid under this Policy are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and one floating holiday. A flight attendant will receive such pay whether or not he or she works on the holiday. Pay will be at the rate of 3.65 hours per holiday. A flight attendant will not be eligible to request his or her floating

holiday until he or she has completed probation.

I. Time Keeping and Pay Days

1. Each flight attendant must accurately and promptly record time worked on the proper form.
2. Flight attendants are paid semi-monthly on the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) days of each month.
3. A flight attendant who has six months of longevity may have his or her pay directly deposited into a personal account at a financial institution of the flight attendant's choice provided the institution participates in the automated clearing house and by making arrangements for the financial institution to notify the Company. Employees will receive an itemized statement of wages when the Company makes the direct deposit.
4. Company pay errors in excess of four (4) hours pay will be rectified within three (3) days after verification.
5. Flight time earned during a duty period which commences in one month and ends in the following month will be credited to the month in which the duty period began.

18.3

Section 19

DEADHEAD

- A. Deadhead means the transport by air or surface vehicle of a flight attendant from one point to another pursuant to Company orders.
- B. Flight Deadhead

1. A flight attendant who deadheads will be credited with fifty percent (50%) of the applicable hours for the scheduled flight time of such deadhead.
2. A flight attendant flight-deadheading to or from his or her domicile to training will be credited with fifty percent (50%) of the applicable hours for the scheduled flight time of such deadhead.

C. Surface Deadhead

A flight attendant who deadheads by use of surface transportation shall be credited with twenty-five percent (25%) of the applicable hourly rate for the time spent enroute.

