



**Agreement between
Compass Airlines LLC
and the
Flight Attendants
in the service of
Compass Airlines LLC**



**Represented by
Association of Flight Attendants – CWA, AFL-CIO**

Effective: May 1, 2013

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Section 1 — SCOPE

A. Recognition

In accordance with Certification Number R-7218 by the National Mediation Board, dated November 19, 2009, the Company recognizes the Association of Flight Attendants-CWA, AFL-CIO as the bargaining representative of the Flight Attendants employed by the Company, for the purposes of the Railway Labor Act, as amended.

B. Scope

1. Except as otherwise provided in this Agreement, all revenue flying performed for the Company will be performed by Flight Attendants of Compass Airlines on the Flight Attendant's System Seniority List and will be flown in accordance with the provisions of this Agreement. Such flying includes all on the Company's aircraft, whether leased, owned, or under the Company's operational control.
2. Notwithstanding paragraph B.1., above, the Company may contract out flying for a period not to exceed ninety (90) days if:
 - a. The Company does not have sufficient aircraft or qualified Flight Attendants available to perform the flying contracted out, and;
 - b. No Flight Attendant is furloughed or displaced as a result of such contracting out of flying.

C. Successorship

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

D. Merger Protections

In the event of the operational merger of the Company with another certified air carrier that affects the seniority rights of the Flight Attendants on the Compass Airlines Flight Attendant Seniority List, provisions will be made for the integration of seniority lists in accordance with Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (Allegheny-Mohawk LPPs). However, if the other airline's Flight Attendants are represented by the AFA-CWA, the seniority lists will be integrated pursuant to the AFA-CWA merger policy.

E. Expedited Board of Adjustment

1. Any grievance alleging a violation of this Section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis in accordance with paragraph 2, below.
2. If mutually agreed upon arbitrator cannot be selected within five (5) business days of the submission to the System Board an arbitrator will be selected pursuant to Section 11 of this Agreement. The dispute shall be heard no later than sixty (60) days following the submission to the System Board of Adjustment and the decision shall be issued no later than thirty days after close of the record. The time limits set forth in this paragraph may be extended only by written agreement of the Company and the Union.

Section 2 — DEFINITIONS

As used in this Agreement, whether in upper or lower case, the term:

1. **"Base"** or **"Domicile"** means a geographical location to which Flight Attendants are assigned and from which a Flight Attendant's trips will originate and terminate.
2. **"Bid Month," "Bid Period"** or **"Month"** means a month as designated by the Company. Below are the default bid periods for scheduling, bidding, and pay:

January	30 days	January 1-30
February	30 days*	January 31-March 1
March	30 days	March 2-31
April	30 days	April 1-30
May	31 days	May 1-31
June	30 days	June 1-30
July	31 days	July 1-31
August	30 days	August 1-30
September	31 days	August 31-September 30
October	31 days	October 1-31
November	30 days	November 1-30
December	31 days	December 1-31

*Leap Year will make February a 31-day bid period.

Changes to monthly bid periods may be necessary due to market scheduling and/or because of multiple carriers. The Company will determine the twelve (12) bid periods for each year to minimize transitions and make those periods available by November 30th of the previous year. A newly defined month shall not have less than thirty (30) days or more than thirty-one (31) days.

3. **"Block-to-Block"** means that period of time beginning when an aircraft first moves from the ramp blocks ("block-out") and ending when the aircraft next comes to a stop on the ramp at any station or other point of termination by setting the parking brake ("block-in").

4. **"Business Day"** means a day in a work week of Monday through Friday, excluding any Company authorized holidays.
5. **"Calendar Day"** means a twenty-four (24) hour period commencing at 0001 and ending at 2400 hours local time.
6. **"Continuous Duty Overnight"** or **"CDO"** means a single duty period trip, with an intervening scheduled ground time away from domicile of at least four (4) consecutive hours, which is scheduled to be completed later than 04:00 on the day after the day the trip begins.
7. **"Day Off"** means a calendar day free from duty or the present obligation for duty in the Flight Attendant's domicile, except that a trip that is scheduled to check out at or before midnight but, due to circumstances beyond the control of the company, actually checks out no later than 0200 shall be considered to have ended in the previous calendar day.
8. **"Deadhead"** means time spent by a Flight Attendant, not as a working crew member, traveling either by air or surface between two points to or from flight duty, Temporary Duty, or training at the direction of the Company.
9. **"Duty Hours," "Duty Period,"** or **"On-Duty Period"** means the period of time measured in hours and minutes starting when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, and ending when she/he is released from Duty.
10. **"Ferry"** or **"Repositioning Flight"** means the in-flight positioning of an aircraft for maintenance or other non-revenue purposes.
11. **"Final Bid Award"** means the bidline as adjusted as provided for in this Agreement. The Final Bid Award shall denote the name of the Flight Attendant, the scheduled days off, the scheduled days of flying or reserve days, vacation, preassigned absences or assignments, AFA days and training, where applicable.
12. **"Flight Attendant"** means a crewmember qualified under Federal Aviation Administration (FAA) regulations and Company policies who holds a position on the Company Flight Attendant System Seniority List.
13. **"Initial Training"** means the training required for Flight Attendants prior to becoming a Flight Attendant.
14. **"Irregular Operations"** means flights that are delayed or do not operate in accordance with the published schedule because of circumstances including but not limited to weather, maintenance, Air Traffic Control, acts of terror, security breaches, or other similar circumstances.

15. **"Language of Destination Flight" (LOD)** means a specific language qualification designation on a flight or trip/pairing as established by the Company in accordance with this Agreement.
16. **"Lineholder"** means a Flight Attendant who has been awarded or assigned a regular schedule.
17. **"Longevity"** means the cumulative of a Flight Attendant's active service with the Company commencing on the first day the Flight Attendant reports for Initial Training and accumulating thereafter in accordance with this Agreement. For pay purposes, longevity will be measured from date of hire as a flight attendant or the day the Flight Attendant first reports for Initial Training, whichever is later.
18. **"Pairing"** or **"Trip"** means a sequence of flights and/or Deadheading assignments, beginning and ending at a Domicile.
19. **"Preferential Bidding System" (PBS)** means the electronic scheduling system used by the Company for Flight Attendants to preference monthly schedules.
20. **"Regular Schedule"** or **"Regular Line"** means a Line Holder's monthly schedule with planned sequences of trips and intervening days off.
21. **"Reserve Flight Attendant"** means a Flight Attendant who is awarded or assigned a reserve schedule.
22. **"Schedule Adjustment Request"** means a filing made by a Flight Attendant for the purpose of adding a trip(s) to his schedule and/or dropping a trip(s) from his schedule or exchanging a trip(s) on his schedule for a trip(s) on the open flying list. This filing may be accomplished by use of a Company computer terminal, remote access or any other means mutually agreed upon by the Company and the Association.
23. **"Seniority"** means a length of time established, accrued and retained as a Flight Attendant in accordance with the provisions of this Agreement.
24. **"Union", "AFA-CWA", or "Association"** means the Association of Flight Attendants-CWA.

Section 3 — COMPENSATION

A. Flight Pay

A Flight Attendant shall be paid hourly flight pay for each credited flight hour in accordance with his or her service as a Flight Attendant as follows:

**May 1, 2013 +18 months
1% increase**

**May 1, 2013 +36 months
1% increase**

	May 1, 2013	Nov 1, 2014	May 1, 2016
1st 12 Months	\$ 17.40	\$ 17.40	\$ 17.40
2nd YR	\$ 20.24	\$ 20.44	\$ 20.64
3rd YR	\$ 21.68	\$ 21.90	\$ 22.11
4th YR	\$ 22.91	\$ 23.14	\$ 23.37
5th YR	\$ 24.09	\$ 24.33	\$ 24.57
6th YR	\$ 25.44	\$ 25.69	\$ 25.95
7th YR	\$ 26.39	\$ 26.65	\$ 26.92
8th YR	\$ 27.38	\$ 27.65	\$ 27.93
9th YR	\$ 28.34	\$ 28.62	\$ 28.91
10th YR		\$ 29.49	\$ 29.78
11th YR			\$ 30.56

Signing Bonus:

Each Flight Attendant on the Compass Flight Attendant Seniority List as of the May 1, 2013 shall receive the following one-time lump sum payments:

0 to 12 months of completed months of service = \$150

1 year to 2 years of completed service = \$200 per year

2 years plus of completed service = \$250 per year

B. Bid Schedule Trip Guarantee

1. Flight Attendants shall be paid and credited with the greater of scheduled or actual block time for each segment flown in a trip if there are no cancellations within the trip. If there is a cancellation with the pairing, a Flight Attendant shall be paid and credited with the greater of schedule or actual block on a per trip basis.
2. A Flight Attendant shall be guaranteed for cancellation of a trip or portion thereof as specified in Section 6, Scheduling.

C. Reschedule/Reassignment Pay

A rescheduled/reassigned Flight Attendant will receive the greater of the pay and credit due for the originally scheduled trip or the pay and credit earned for the changed trip.

D. Minimum Duty

Minimum Duty Period Credit

A Flight Attendant shall receive a minimum of three and one-half hours (3:30) of pay and credit for each duty period, except in the case of CDOs. A Flight Attendant on a CDO shall receive a minimum of four hours and thirty minutes (4:30) of pay and credit for each duty period.

E. Monthly Guarantee

Each Flight Attendant shall receive a minimum seventy-five (75:00) hour guarantee at his/her hourly rate. A Flight Attendant's minimum guarantee shall be adjusted downward in the event of a trip drop, trading for a trip or assignment with a lower value, no-showing a trip, and/or while on unpaid sick leave, leave of absence or disciplinary suspension.

F. Training Pay and Credit

1. A Flight Attendant shall receive four hours (4:00) of flight pay and credit for each recurrent training day, which shall be in addition to any other pay and credit earned on the same day (e.g., deadhead to or from training on the same day, another trip after training).
2. If Computer Based Training is substituted for a day of recurrent training, the Flight Attendant shall receive-four hours (4:00) hours of flight pay and credit for completing the CBT.

3. For any other type of training, including home study training, the flight attendant shall receive one hour of flight pay and credit for every two hours of training credit up to a maximum of four hours (4:00) per day. This shall not apply to items such as bulletins, revisions, service delivery instructions, etc.
4. In the event a Flight Attendant is removed from a trip after the final bid award to attend training, she /he shall be paid the greater of training pay or the scheduled flight time lost.

G. Repositioning Pay: If a Flight Attendant is required to be onboard a ferry or repositioning flight, he/she is credited with and paid for actual block time.

H. Holiday Pay

1. A Flight Attendants shall receive one hundred fifty percent (150%) her/his hourly rate for all hours flown on a holiday listed below, such time paid above the guarantee. If a Flight Attendant is on layover and does not fly on a holiday listed below, the Flight Attendant shall receive a minimum day for the holiday.
2. Holiday Pay shall be paid on the following Holidays:
New Years Day (January 1st)
Thanksgiving
Christmas Eve (December 24th)
Christmas Day (December 25th)

I. Extension Pay. A Flight Attendant shall receive extension pay as specified in Section 6, Scheduling, Paragraph I.2.

J. Language of Destination

If the Company determines to institute a language of destination program and designates the flight as a Language of Destination (LOD) flight, the qualified LOD designated Flight Attendant shall receive an additional one dollar (\$1) an hour in addition to his/her regular rate of pay for the designated flight(s).

1. In order to be eligible for the LOD Premium the designated flight attendant must actually fly the designated LOD flight.
2. Any other non LOD designated flights flown by the Flight Attendant within the same pairing/trip shall be paid at the Flight Attendant's regular rate of pay.

K. Line Check Flight Attendant

A Line Check qualified Flight Attendant shall receive an additional ten dollars a flight hour (\$10.00) in addition to her/his regularly hourly rate for any flight on which she/he is assigned to perform line check instructor duties.

L. Payroll Errors

A paycheck shortage of one hundred dollars (\$100) or more, which occurs through no fault of the Flight Attendant, shall be corrected within three (3) business days of the Company's verification of the claim.

M. Pay Days

1. Paychecks will be issued on twenty-seventh (27th) (the "first paycheck") and thirteenth (13th) (the "second paycheck") of every month. Should a payday fall on a Saturday, paychecks will be issued on the previous Friday. Should a payday fall on a Sunday or a holiday, the Company will issue paychecks on the previous Friday.
2. The first paycheck will include one-half (1/2) of the Flight Attendant's minimum monthly guarantee, less all applicable deductions, provided the flight attendant is forecasted to fly at least 37.5 hours in the month. The second paycheck will include the balance of the Flight Attendant's minimum monthly guarantee, plus any additional hours flown above guarantee from the previous month, earned per diem and any other payments due for the prior month less all applicable deductions.
3. A Flight Attendant will be required to be paid by direct deposit into an account at the financial institution he/she selects. The Company will make paycheck stubs available electronically to Flight Attendants.

N. Flight Attendants will participate in performance-based pay programs (e.g. Compass PAYS) on the same basis as other non-management employee groups.

Section 4 — TRAVEL EXPENSES

A. Lodging and Rest Facilities

1. Flight Attendants shall be furnished suitable single occupancy lodging at the Company's expense at all overnight stations away from domicile.
2. A Company designee will meet with the MEC Hotel Committee Chair quarterly, or at other times by mutual agreement, to discuss Flight Attendant hotel issues, questions, and concerns.
3. If the Company determines that more than one (1) overnight facility is appropriate at a particular location, then the MEC Hotel Committee Chair may select from a list of appropriate overnight facilities offered by the Company, with the understanding that the Company will not accept different overnight facilities for Flight Attendant and pilot crews. The Company may determine at any time that a facility is no longer appropriate.
4. The bid package will list the current lodging facilities, the telephone numbers of those facilities, and the method of transportation between the airport and the lodging facility, if not provided by the hotel.
5. In selecting layover accommodations, the Company will consider the fire safety and physical security of the premises, the cleanliness and quietness of the rooms, the availability of nearby eating facilities, free internet access, and the recommendations of the Union.
6. The Company will furnish a crew with a day room for ground sits (scheduled and unscheduled) greater than five (5) hours or more, except a Flight Attendant on a CDO shall receive a single occupancy hotel room for any ground sit of four (4) hours or more.
 - a. Such day room shall be a double occupancy hotel room which may be shared by more than one crew, but by no more than three (3) crew members of the same gender unless no other accommodations exist. For mixed gender crews, two rooms will be provided, if available.
 - b. The Flight Attendants and the Company recognize that a day room is a lounge facility and not a rest facility, and its purpose is to provide a location for the crew to relax.

- c. No day room will be provided for previously scheduled breaks of five hours or more that have been reduced due to irregular operations that will not allow for a minimum of at least two (2) hours in the day room considering the normal transportation time between the day room location and the airport.
- d. For unscheduled ground sits, if a suitable accommodation is available at the airport (including a suitable FBO lounge arranged for by the Company), the Company may provide such facility in lieu of providing a day room.
- e. At no time will the Company be required to provide more than two (2) day rooms for a single crew.

B. Transportation

- 1. The Company will provide transportation between the airport and the lodging facility.
- 2. At points other than the Flight Attendant's domicile, when Flight Attendant and pilot crews have been separated and where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from report off, a Flight Attendant may, provided she/he immediately notifies Crew Scheduling/Dispatch, utilize taxi transportation to the lodging facility for the Flight Attendant crew, and the Company will reimburse said Flight Attendant for such expense when it is substantiated by a valid receipt. One Flight Attendant in the Flight Attendant crew will pay for the taxi and will be reimbursed by the Company upon submission of a valid receipt within seven (7) days of her/his return to domicile.
- 3. If no eating facility is available at or near the lodging facility, the Company will arrange transportation to an eating facility. If the transportation arranged is not available, Paragraph B.2. above will apply. This provision includes Flight Attendants in training away from their domiciles, and Flight Attendants on temporary duty assignments.

D. Per Diem

1. Flight Attendants will be paid per diem to cover meal expenses as specified in Paragraph D.2 and D.3 at the following rate:

Date of Ratification: \$1.55 per hour.

2. The per diem will be calculated from the time the Flight Attendant reports for duty at her/his domicile until released from duty at her/his domicile, and will be prorated for portions of an hour.
3. This hourly per diem will also apply to training away from the Flight Attendant's domicile and for the entire duration of a temporary duty assignment in accordance with Section 13, Filling of Vacancies.

E. Parking

The Company will designate an employee parking lot and pay for employee parking at the Flight Attendant's domicile.

1. An active Flight Attendant who does not live in domicile, may receive, in lieu of in domicile parking, reimbursement in the amount of the company's cost of providing parking in the Flight Attendant's domicile up to a maximum of forty five dollars (\$45) per month for duty related parking expenses incurred by the Flight Attendant for parking of his/her personal vehicle at a parking facility.
2. In order to be eligible for reimbursement the Flight Attendant must submit an expense report including receipts to his/her Inflight Supervisor. Expenses are not reimbursable until the end of the month in which the expense was incurred and the request for reimbursement must be made by the 15th of the following month.

Example – a Flight Attendant who pays for parking for January 1 for the entire month is not eligible for reimbursement until after January 31st and the request for reimbursement must be made no later than February 15th.

F. Passport, Visa and Immunizations

The Company shall reimburse a Flight Attendant for fees associated with renewing one passport. In the event the renewal is for a non-US passport, the reimbursement amount will be for up to the amount charged by the U.S. Department of State for renewal of passports. Provided, however, in order to be eligible for reimbursement, a Flight Attendant must submit her/his renewal application no earlier than one hundred and eighty (180) days (or longer if any country of destination requires a passport valid for a certain number of months) but no less than ninety (90) prior to expiration, submit the renewed passport information to Crew Records at least thirty (30) days prior to expiration and submit their request for reimbursement via an employee expense report within thirty (30) days of incurring the expense.

G. Crew Meals

1. The Company recognizes the need to address nutritional requirements during the duty day. To the extent practicable, the Company will accomplish this by constructing schedules in a manner that will provide adequate breaks with access to eating facilities. The Company will meet periodically with the Union to determine if such needs are being addressed.
2. If Pilots on the same pairing are given a Company-provided crew meal, the Flight Attendants will be given one as well. If Pilots and Flight Attendants are not co-paired Flight Attendants will be provided crew meals according to the same parameters as Pilots.

Section 5 — HOURS OF SERVICE

A. Minimum Days

Minimum days off shall be scheduled in accordance with Section 6, Scheduling. A Flight Attendant who is released in domicile prior to 0200 on a scheduled day off shall be considered to have terminated her/his trip on the day prior.

B. Report Time

1. Report time at a domicile and at an out station shall not be less than forty (45) minutes before scheduled departure time. Release time shall be fifteen (15) minutes after block-in, or actual release from duty if later.
2. A Flight Attendant's report time at an outstation may be reduced to no less than thirty (30) minutes to make her/him legal to fly.

C. Duty Limitations

1. A Flight Attendant shall not be scheduled to exceed fourteen (14) hours per duty period. A Flight Attendant shall not be required to remain on duty to complete a duty period more than sixteen (16) hours.

D. Minimum Rest Provisions

1. A Flight Attendant will be scheduled for a minimum of ten (10) hours of domicile rest between duty periods. Actual rest in domicile shall be in accordance with the Federal Aviation Regulations (FARs).
2. Rest at a layover station shall be in accordance with the FARs.

E. Continuous Duty Overnight (CDO)

The following provisions shall apply with respect to the operation of CDO duty periods:

1. A Reserve Flight Attendant on reserve availability days may be scheduled to perform up to four (4) back-to-back CDO duty periods.
2. A Regular Lineholder will not be reassigned/rescheduled or extended to perform a CDO duty period commencing in the current calendar day. As an exception, a Flight Attendant on a CDO pairing may be reassigned/rescheduled to another CDO pairing in the current calendar day.
3. No Flight Attendant with a CDO shall be rescheduled to perform more than five (5) hours of block time or more than four (4) flights in a CDO duty period.
4. No Flight Attendant with a CDO will be rescheduled to perform an extension.

F. A Flight Attendant will have at least twenty-four (24) hours off at her/his domicile in seven (7) days. A Flight Attendant may, at her/his option, waive this provision, provided that the FARs are met.

G. If the Company decides to no-longer co-pair Flight Attendants with pilots, the Company shall meet and confer with the Union prior to the construction of such separate pairings.

Section 6 – SCHEDULING

A. Union Scheduling Committee

In accordance with Section 27, Union Activities, the Company will be available to meet monthly, or as otherwise mutually agreed, with up to two (2) members of the Union's Scheduling Committee to discuss scheduling issues. The Company agrees to consider recommendations from the Scheduling Committee, including input on the preferential bidding system (PBS) bidding options and trip pairings.

B. Trip Construction

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

C. Line Construction – PBS

1. The Company may withhold from the line construction process an amount of flying necessary for Initial Operating Experience (IOE), training, management flying, and as otherwise noted in this Agreement. Such withheld flying shall not exceed five percent 5% of the total block hours.
2. Each Regular and Reserve Flight Attendant's schedule will be constructed by the Company utilizing PBS. Continuous Duty Overnight (CDO) lines will be built by the Company pursuant to Paragraph 8 below, and bid as prebuilt lines through PBS. If CDO line construction utilizing PBS becomes available and is adopted by the Company, CDO lines will be constructed utilizing PBS.
3. Days Off
 - a. A Flight Attendant who is available for the entire bid period will be scheduled for a minimum of eleven (11) days off in domicile, unless waived by the Flight Attendant during bidding. A Flight Attendant who is not available for the entire bid period will have her/his days off prorated in accordance with the chart below.

Prorate Day off Tables 31 and 30 days

31 day month		
Unavail Days	Available Days	Prorate Days off
1	30	11
2	29	10
3	28	10
4	27	10
5	26	9
6	25	9
7	24	9
8	23	8
9	22	8
10	21	7
11	20	7
12	19	7
13	18	6
14	17	6
15	16	6
16	15	5
17	14	5
18	13	5
19	12	4
20	11	4
21	10	4
22	9	3
23	8	3
24	7	2
25	6	2
26	5	2
27	4	1
28	3	1
29	2	1
30	1	0
31	0	0

30 day month		
Unavail Days	Available Days	Prorate Days off
1	29	11
2	28	10
3	27	10
4	26	10
5	25	9
6	24	9
7	23	8
8	22	8
9	21	8
10	20	7
11	19	7
12	18	7
13	17	6
14	16	6
15	15	6
16	14	5
17	13	5
18	12	4
19	11	4
20	10	4
21	9	3
22	8	3
23	7	3
24	6	2
25	5	2
26	4	1
27	3	1
28	2	1
29	1	0
30	0	0

- b. A reserve line will contain a minimum of one three-day block free from duty. A Reserve may waive the three (3) calendar block day limitation.

4. Except for the last day of the month, duty periods shall occur in contiguous blocks of two (2) or more periods, unless the Flight Attendant waives this provision. A single CDO will be considered a single duty period.
5. For purposes of schedule bidding only, a Flight Attendant who, at the time of preparation of the bid package, has a known, unpaid period of unavailability during the bid period (e.g., retirement, personal leave of absence, medical leave of absence, military leave) shall be credited with two hours and thirty minutes (2:30) for each day of such unavailability. The Flight Attendant shall be permitted, at her/his option, to waive all or any portion of her/his credit in two hours and thirty minutes (2:30) increments for monthly schedule bidding.
6. Regular Line Construction
 - a. Regular lines will contain trips, days off, planned absences, and pre-awards (e.g. training, Company "office days"), but will not contain reserve days or CDO pairings except as specified in Paragraph C.8.a, below.
 - b. Regular lines will be constructed to contain a maximum of a hundred and five (105) hours.
 - c. Except for hours withheld in accordance with C.1., above, at the completion of the construction of regular lines, there will be as little Open Time as possible or zero percent (0%).
7. Reserve Line Construction
 - a. Reserve lines will contain reserve days, days off, planned absences, and pre-awards (e.g. training, Company "office days").
 - b. A reserve line will not contain more than one (1) span of six (6) consecutive days of reserve.
 - c. Reserve lines will not contain single days off, except in the event of the first and last days of the bid period.

8. Continuous Duty Overnight (CDO) Line Construction

- a. To the extent possible, CDOs will be consolidated into lines consisting exclusively of CDOs (“pure CDO lines”). A CDO that cannot be placed into a pure CDO line will be consolidated into back to back sequences of three (3) CDO pairings, then (2) CDO pairings, and bid in PBS as mixed lines. Any remaining CDO’s will be put into Open Time.
- b. Pre-built CDO lines will contain a combination of CDO trips and days off. If CDO line construction utilizing PBS becomes available and is adopted by the Company, CDO lines will contain CDO trips, days off, planned absences, and pre-awards (e.g. training, Company “office days”).
- c. A pre-built CDO line will not be awarded to a Flight Attendant with a known absence. A pre-built CDO line that is not awarded will be assigned during the PBS run to the most junior available Flight Attendant in the domicile.
- d. A CDO line will contain no more than three (3) CDO trips in a row. If a CDO line has three (3) CDO trips in a row, the last CDO will be followed by at least two (2) calendar days off.
- e. A CDO line will contain the minimum days off specified in paragraph C.3.a.

D. Eligibility to Bid

1. A Flight Attendant will be afforded the opportunity to bid a schedule at her/his domicile each month. To be eligible to bid, a Flight Attendant must:
 - a. be current and qualified on the last business day at 1200 central time prior to the close of the PBS bid window; and
 - b. submit her/his return to work from a leave of absence and be cleared by the Company to return to work, no later than the last business day at 1200 central time prior to the close of the PBS bid window.

2. A Flight Attendant who is not eligible to bid a line will, as soon as possible after becoming available, coordinate her/his return to duty with the Inflight Department. A Flight Attendant who would have been a Regular Lineholder shall jointly construct a regular line from Open Time/withheld time with prorated days off in accordance with the chart specified in C.3.a., above. If there are insufficient trips available, the Flight Attendant's line may be constructed with available trips and/or reserve days. If the Flight Attendant would have been on reserve status, she/he will be constructed a reserve line with prorated days off in accordance with the chart in C.3.a., above. A Flight Attendant's preference for days off will be taken into consideration. A Flight Attendant who fails to coordinate her/his return to duty in accordance with this paragraph within forty-eight (48) hours after becoming available will be assigned a line (with trips, reserve days or both) with prorated days off, at the discretion of Inflight management. The Company will establish written procedures for Flight Attendants returning from leave.

E. Posting and Awarding of Monthly Bid

1. A bid package shall be made available electronically to each Flight Attendant (and one paper copy made available in each domicile).
2. The bid package will contain:
 - a. Flight Attendant bid eligibility list
 - b. Dated pairings
 - c. Estimated projected number of hard lines expected to be constructed
 - d. Awarded vacation by name
 - e. Scheduled training events by name
 - f. Bidding deadline(s)
 - g. Notes common to all domiciles
 - h. Hotel information (name and telephone)
 - i. Transportation contact number(s) if the Company has contracted directly with an entity other than the hotel to provide transportation
 - j. Known carry-in trip changes (i.e. trips carrying in to new bid period that have been adjusted as a result of marketing or other changes)
 - k. Trip Mix Summary.

3. Bid packages will be made available electronically by 1200 central time on or before the twelfth (12th) of the month.
4. Bidding will open at 1200 central time the twelfth (12th) of the month. Bidding will close at 1200 central time on the seventeenth (17th) of the month.
5. Bidding will be accomplished by electronic means only.
6. Bid awards will be posted electronically and an individual Flight Attendant's schedule award shall be accessible via remote access system normally no later than 1200 central time five (5) days after the bid window closes.
7. In the event of unusual circumstances during which the Company needs to adjust the timeline for posting of the bid package, the bid window, or the posting of the bid award, it will notify and consult with the Union. In no event will Flight Attendants receive less than five (5) days to bid.
8. Bid awards shall be made in seniority order and in compliance with the rules of the PBS and this Agreement.
9. A Flight Attendant who fails to submit a monthly preferential bid shall have her/his "standing" bid used to construct her/his schedule. A standing bid will be constructed by the Flight Attendant or, if none is constructed, a generic standing bid will be used. (The AFA Scheduling Committee and the Company will create the generic standing bid using available PBS choices.)
10. Except as otherwise noted in this Agreement, a trip which becomes available after the PBS award as a result of a Flight Attendant separating from employment or becoming unavailable after the lines are awarded shall be placed in Open Time.

F. Bid Award Errors

After publication of the bid award, an error in the award must be brought to the attention of the Company within forty-eight (48) hours of bid results being published. The Company may conduct a virtual re-run of the specific Flight Attendant's originally submitted bid, if necessary, to determine what she/he should have been awarded or assigned. The Flight Attendant will be pay protected for the value of the line she/he should have been awarded or assigned. To the extent possible, the Company will construct the Flight Attendant a line honoring her/his days off with open trips that most closely honor the trip start and end times. This paragraph is applicable to programming or system errors and not errors by the Flight Attendant.

G. Bid Period Transition/Carry-In Trips

1. The bid period transition occurs when a Flight Attendant's trip from the current bid period continues into the new bid period. Such carry-in trip will appear as a pre-award in the PBS for the new bid period.
2. A carry-in trip is subject to modification and re-building for the portion contained in the new bid period.
3. A Reserve Flight Attendant who transitions to a Regular Lineholder may be required to continue a flight assignment into the new bid period. If such assignment conflicts with an awarded trip in the new bid period, applicable pay protections shall apply. A Regular Lineholder with a carry-in trip who transitions to Reserve in the new bid period may be required to continue on that flight assignment as a Reserve.

H. Open Time and Trip Trades

1. Flight Attendants may pick up Open Time on days off.
2. A Regular Lineholder may request to drop a trip into Open Time or swap a trip with Open Time in accordance with the parameters established by the Company.
3. A Regular Lineholder may request to trade a trip with another Regular Lineholder.
4. The Company will provide an electronic system for such Open Time pickups, swaps, and drops, and trip trades. The electronic system will provide Flight Attendant web based access to the noted transactions without cost to the Flight Attendant, except the Company shall not be obligated to pay for internet access for such Flight Attendants.
5. The electronic system will indicate the status of the Open Time or trade request (pending, denied, awarded) and state the reason for denial. Requests to pick up Open Time, swap with Open Time, or drop into Open Time will be processed in real time.
6. The electronic system will display all available Open Time in all domiciles. The Company may withhold trips for IOE experience, training, or for management flying. Additionally, in the event that a CDO is dropped, the Company has the option to withhold the CDO for assignment to a Reserve or placing the trip into open time.

7. The electronic system shall open for transactions following the PBS award. All transactions with Open Time and trip/reserve trades touching the last six (6) days of a bid period will be suspended during the bid award process. Transactions with Open Time and trip/reserve trades affecting the last six (6) days of the bid period will resume upon the posting of the bid awards.
8. A Regular Lineholder may request via the electronic means established by the Company to trade a trip with a Reserve's block of reserve days in accordance with Section 7, Reserve.
9. Two Regular Lineholders may contact Crew Scheduling in accordance with the process established by the Company and request to split a trip in domicile such that one Regular Lineholder in the same domicile will operate the beginning or end of the other's originally scheduled trip. Both Flight Attendants must agree to the partial trip trade request. Such Flight Attendants shall forfeit any trip guarantee, including any minimum duty period credit, associated with any flights dropped as a part of a partial trip trade, but shall retain trip guarantee, if any, for flights remaining from the Flight Attendant's original trip. A Flight Attendant may submit no more than two (2) partial trip trade requests per bid period.
10. Trades between Flight Attendants will be processed up to two (2) hours prior to scheduled check-in for a trip. Transactions with Open Time will be processed until 1200 central time the day prior to the trip.
11. The Company may designate certain Open Time trips, or portions thereof, as "premium pay trips" (PPTs). In addition to her/his normal pay and credit, a Flight Attendant who picks up such PPT will be paid, but not credited, with a 50% premium for the PPT above her/his guarantee. The Company may also designate Reserve days or Ready Reserve periods as PPT available for pickup by Flight Attendants on their day(s) off.
 - a. A Flight Attendant who picks up a reserve day PPT will be paid the greater of:
 - i. flying performed on such reserve day, or
 - ii. 3.5 hours credit toward guarantee plus 1.75 hours pay but no credit above guarantee.
 - b. A Flight Attendant who picks up a Ready Reserve PPT will be paid the greater of:
 - i. flying performed on such Ready Reserve, or
 - ii. 4.0 hours credit toward guarantee and 2.0 hours pay but no credit above guarantee.

12. If a transaction results in less hours flown (that is, the Flight Attendant drops more hours than she/he picks up), the Flight Attendant's minimum monthly guarantee will be reduced by the net loss of hours.
13.
 - a. A Regular Line Holder may mutually trade, including a one-way trade, with another Regular Line Holder as long as it does not cause the Flight Attendant to fall below thirty-seven hours and thirty minutes (37:30).
 - b. A Regular Lineholder may request to drop a trip into Open time. The approval of such a drop will be at the sole discretion of the Company based on operational requirements. In no case will such drop cause a Flight Attendant to fall below fifty hours (50:00).
 - c. A Flight Attendant may pick up trips from other Flight Attendants during his/her vacation. A Flight Attendant may pick up open time during his/her vacation at the sole discretion of the Company based on operational requirements. The Flight Attendant will be paid for trip(s) flown in addition to earned vacation.
14. A Flight Attendant is responsible for her/his original assignment until her/his schedule adjustment request has been approved and the Flight Attendant has received confirmation of the approval.
15. Awarded transactions may not violate the FARs or this Agreement.

I. Rescheduling and Extensions

1. Reschedule/Reassignment. To protect the integrity of the schedule, the Company may reassign/reschedule a Regular Lineholder's trip by adding or deleting flights or assigning the Flight Attendant to a different flight(s).
 - a. A reassignment/reschedule occurs when a regular line holder is removed from a trip or a portion thereof.
 - b. A reassignment/reschedule is not paid at one hundred fifty percent (150%).

2. Extensions. A Regular Lineholder may also be extended through the involuntary assignment of additional flights provided the additional flights are scheduled to depart from the Lineholder's domicile after her/his originally scheduled duty out time.
 - a. An extension occurs when a Flight Attendant is assigned additional flying in excess of his/her original assignment.
 - b. If a Regular Lineholder is extended, the Flight Attendant will be paid a premium at the rate of one hundred fifty percent (150%) times above her/his applicable hourly pay rate for the actual hours flown beyond the scheduled block-in time of the last flight of the originally scheduled trip.
3. Changes to a Reserve's trip shall not be considered to be reschedules/reassignments/extensions and are not governed or limited by these provisions.

J. Trip Cancellation

1. If a Regular Lineholder is ready and available to fly and her/his scheduled trip, or portion thereof, is canceled due to weather, mechanical issue, or other operational issue, she/he will either be reassigned, be placed on Time Available Reserve (TAR) or Ready Reserve, or be released.
2. Such Flight Attendant placed on Reserve or Ready Reserve shall not be required to be available prior to the report of her/his original pairing or after her/his originally scheduled check-out time.
3. For the purposes of flight pay:
 - a. A Flight Attendant if not given a flight assignment pursuant to this paragraph will receive pay and credit for the original trip.
 - b. A Flight Attendant when given a flight assignment pursuant to this Paragraph, will receive pay and credit for the rescheduled trip or her/his original trip, whichever is greater.

K. Junior Assignment

1. To protect the integrity of the schedule, the Company may junior assign a Flight Attendant to work on her/his scheduled day(s) off. A Regular Lineholder may not be Junior Assigned to sit Reserve or Ready Reserve.
2. A Flight Attendant will be junior assigned in inverse seniority order, starting with the most junior qualified and available Flight Attendant (legality and regulation limitations/requirements apply) in the domicile. If there is no such Flight Attendant, the Company may junior assign the most junior qualified and available Flight Attendant in another domicile.
3. A Flight Attendant may not be Junior Assigned more than three (3) times in a bid period. A Flight Attendant who receives a Junior Assignment in excess of this limit must so notify Crew Scheduling at the time of the assignment. Her/his failure to do so will be considered a voluntary waiver of the limit with respect to the specific Junior Assignment.
4. A Flight Attendant who is Junior Assigned will be paid a premium at the rate of one hundred fifty percent (150%) for the trip.

L. Language of Destination Trips

The Company may designate no more than one (1) Flight Attendant position on trips outside the contiguous United States with a "language of destination" requirement. If so, only Flight Attendants determined by the Company to be proficient in the required language of destination may bid for such trips.

M. Telephone Communications

1. When the Company's System Operations Control (SOC) personnel place telephone calls to Flight Attendants, they will first identify themselves with their name and department and ask to speak with the particular Flight Attendant by name. In such telephone conversations, both Company representatives and the Flight Attendants shall conduct the conversations in a professional manner.
2. All telephone communications with the Company's SOC Department will be recorded by the Company. Barring a technological failure or inadvertent erasure, the Recordings shall be kept for a minimum of ninety (90) days unless notified by the MEC President of a potential issue that is related to a grievance or dispute.

3. In the event of a dispute involving a specific recorded conversation, the MEC President, or her/his designee, will, upon request and at a mutually agreeable time, be permitted to listen to the relevant portion(s) of the recording. The Company will not be required to search its recording archives for a specific conversation outside a sixty (60) minute window specified by the MEC President or designee.

N. Scheduling Errors

If more Flight Attendants than needed are scheduled for and report for the same trip, the Flight Attendant who is denied the trip will receive credit for it, unless she/he is assigned to a trip of equal or greater value.

O. Information to be Made Available to AFA

1. Crew Scheduling will maintain and have available for a period of one hundred eighty (180) days for review by the MEC President or his/her designee by advance appointment, during normal business hours in the presence of a Company representative:
 - a. a record of all Flight Attendants' bid schedules, and
 - b. a record of Flight Attendants' actual and scheduled credit time
 - c. Access to the Company's Crew Management System will be provided to AFA for the purposes of monitoring activity and to aid AFA's ability in giving clear and correct guidance to Flight Attendants when questions arise. This access will include the ability to research the "history" functions of CrewTrac and to print information.

Provided that such review will be undertaken at a mutually agreeable time so as not to interfere with the conduct of ongoing work of Crew Scheduling personnel in the assignment and recording of flying.

Section 7 — RESERVE

A. Reserve Bidding

Using PBS, a Reserve Flight Attendant will bid for days off and reserve days.

- B.** A Reserve line shall be scheduled for a minimum number of days noted in Section 6, Scheduling. A Reserve whose day(s) off is moved shall receive another day(s) off during the same bid period or the next bid month.

C. Open Time and Reserve Trades

1. A Reserve may use the Company computer system to pick up Open Time on days off in accordance with the buffers established by the Company. A Reserve working such Open Time shall be treated as a Regular Lineholder for the purpose of such trip.
2. A Reserve may use the Company computer system to trade reserve days with other Reserves in accordance with the parameters established by the Company.
3. A Reserve may request via the electronic means established by the Company to slide a block of reserve days or to change her/his Reserve days.
4. A Reserve may request via the electronic means established by the Company to trade a block of reserve days with a Regular Lineholder's trip in accordance with the buffers established by the Company, provided the number of Reserve days matches the number of days of the trip.
5. Awarded transactions may not violate the Federal Aviation Regulations (FARS) or this Agreement.

- D.** A Reserve must be contactable by phone at all times during her/his shift as specified in Paragraph B, above. It is the responsibility of the Reserve to make certain that her/his phone is in working order at all times (including quality of service) and that Crew Scheduling has a correct, working phone number where the Reserve can be reached. If the Reserve does not answer, a message will be left that instructs the Reserve to return the call immediately. A Reserve must contact Crew Scheduling within ten (10) minutes of receiving a call. If a Reserve has two (2) phone numbers on record with the Company, Crew Scheduling will attempt contact at the second number if the Reserve does not answer immediately at the first number.

E. Flight Attendants on Reserve will report at the airport ready for duty within two (2) hours of call out in MSP and DTW. If a new domicile is opened in a similarly sized or greater sized metropolitan area, the report time will be two hours (2:00). If a new domicile is opened in a smaller metropolitan area, the call out time shall be one and a half hours (1:30). The notice requirement will not apply to a Ready Reserve or a Reserve who is already at the airport. A Reserve shall not be called out to the airport without an assignment.

F. Reserve Assignments

1. All known ready reserve assignments for the following day and all known open time departing the next day will be distributed by 1700 to Reserves per Paragraph F.2, below.
2. The Reserve's assignment will be posted electronically by 1700 Central Time the day prior to the flight assignment or ready reserve assignments. The Reserve may self-notify for such assignment electronically or by calling Crew Scheduling. A Reserve is responsible for obtaining her/his assignment before 2000 Central Time the day prior to her/his Reserve day.
3. Trips to Reserves will be assigned based on the following factors:
 - a. Days of availability on reserve.
 - b. Least number of credit hours for the month.
 - c. If days of availability on reserve, and number of credit hours are the same, the trip shall be assigned based on seniority and Flight Attendant preference. A Reserve shall be able to express in advance her/his preference to be assigned first or last in such instance.
 - d. The Company may by-pass the above factors to assign a language-qualified Reserve pursuant to Section 6, Scheduling.

G. Ready Reserves

1. A Ready Reserve is a Reserve who is required to report to the airport without a specific flight assignment and is to be at the airport for the purpose of being available to receive a flight assignment.
2. The Company may assign a Reserve to ready reserve as operational requirements warrant. Insofar as may be practicable, ready reserve will be assigned to Reserves on an equitable basis. No more than two (2) ready reserve periods will be assigned to a Reserve in a block of reserve days, unless no other Reserve is available for a ready reserve shift.
3. The ready reserve assignment time will be given to a Reserve when she/he is assigned to ready reserve. A Reserve who is assigned a ready reserve shift while on regular reserve shall have two (2) hours to report to the domicile, except as specified in Paragraph E., above.
4. A Ready Reserve assignment will not exceed eight (8) hours, unless the Reserve receives a flight assignment. If a Ready Reserve is not given an assignment prior to the end of the ready reserve assignment, the Ready Reserve shall be released until her/his next assignment or reserve period. If a Reserve returns from an assignment she/he may be required to complete her/his original ready reserve period.
5. A flight assignment given to a Reserve on ready reserve will be scheduled to depart no later than two (2) hours after the end of his/her ready reserve period.
6. A Reserve who is assigned ready reserve will be paid and credited with four (4) hours, or actual hours flown, whichever is greater.
7. Company will maintain Ready Reserve rooms in MSP and DTW so long as the Company has a crew base in MSP and/or DTW. If a new domicile opens up, the Company shall meet with the Union regarding Ready Reserve rooms.
8. A Reserve shall be in uniform at the airport, prepared to fly, during ready reserve period.

- H.** Duty time for a Reserve shall begin when she/he reports for a flight assignment or ready reserve shift.
- I.** At the completion of her/his assignment and prior to leaving airport, a Reserve Flight Attendant must contact Crew Scheduling. Upon contact, the Company will either:
 - 1. Give the Flight Attendant another assignment, including Ready Reserve not to exceed the shift limit of G.4 above.
 - 2. Permit the Flight Attendant to leave the airport and remain on call until the end of her/his Reserve period, duty period, or until release, whichever occurs sooner.
 - 3. Release the Flight Attendant.
- J.** A Reserve Flight Attendant may be assigned to reserve out of domicile, at any location, for a period not to exceed six (6) calendar days, inclusive of position into and out of domicile. Lodging and per diem will be provided for the duration of the out-of-domicile reserve in accordance with Section 4. The Company will provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the out-of-domicile reserve.
- K.** The Company shall provide each Reserve's days of availability and credit for purpose of time balancing and the number of ready reserves.

Section 8 — SICK LEAVE

- A.** A Flight Attendant will accrue sick leave during each month of active service, up to a maximum bank of 350 hours, as follows:

Months of Completed Active Service	Monthly Accrual
1-36	2.5 hours
37-60	2.75 hours
61+	3.0 hours

A Flight Attendant shall not accrue sick leave credit for any month that she/he is on inactive status or unpaid sick leave for more than fifteen (15) calendar days.

- B.** A Flight Attendant may use her/his sick leave bank upon completion of her/his probationary period in accordance with this paragraph. A Lineholder who is unable to perform her/his assigned flight duty due to the Flight Attendant's illness or injury will be paid for the scheduled flight time missed. A Flight Attendant unavailable due to her/his illness or injury on a reserve day will be paid 3.5 hours. A Flight Attendant who is unavailable for the entire month will be paid 75:00 hours (value of the minimum monthly guarantee). If the Flight Attendant's sick leave bank does not have sufficient hours, she/he shall be paid the hours in the bank, if any, and her/his applicable monthly guarantee will be reduced by the deficit. A Flight Attendant who has depleted her/his sick leave bank and is unavailable for an entire month shall have her/his pay and minimum monthly guarantee reduced to zero. A Flight Attendant's bank shall be debited for sick leave paid.

- C.** A Flight Attendant who is able to return to work after she/he has called in sick shall notify Crew Scheduling of her/his availability as soon as possible. Crew Scheduling may return a Lineholder to her/his original trip or assign another trip that is scheduled to return no later than the duty out time of the originally-scheduled trip. At the Lineholder's option, she/he may accept a trip that is scheduled to return later than the duty out time of the originally-scheduled trip or sit reserve. A Reserve will be returned to reserve status. The Flight Attendant will be paid and credited with sick leave in accordance with paragraph B., above, plus pay and credit for duty performed. A Lineholder who is not assigned or declines a trip or reserve shall remain on unpaid status for the remainder of her/his original trip or reserve period.

Example: A Lineholder calls out sick for a 4-day trip worth five hours of credit each day. She/he is out sick for the first two days and, upon notification of her/his availability to resume work, is assigned to an alternate trip worth four hours of credit for each of the last two days. She/he would be paid 10 hours out of her/his sick leave bank and 8 hours for the trip flown.

- D.** If the Company removes a Flight Attendant from a trip because the Company believes that she/he is unable to fly due to illness or injury and the Flight Attendant disputes the Company's determination and did not bring the illness or injury to the attention of the Company, she/he may submit a timely certification from a physician that the Company's determination was incorrect and the Flight Attendant was able to fly the trip. If the Company disputes the physician's determination, the dispute shall be resolved in accordance with Section 29, Medical Examinations. If the Flight Attendant is determined to have been fit for flight duty in accordance with this paragraph, she/he will have any attendance disciplinary occurrence removed from her/his record and will receive pay and credit for the trip without deduction from her/his sick leave bank.

Section 9 – VACATION

A. Vacation Accrual

1. Earned vacation means vacation accrued in the previous year that a Flight Attendant is eligible to use in the current calendar year. Accrued vacation means vacation that is accumulating in the current year that a Flight Attendant is eligible to use in the next calendar year.
2. A Flight Attendant will accrue vacation for each completed month of active service as follows:

Months of Longevity	Anticipated Maximum Annual Accrual	Monthly Accrual in Days
1 - 12	7 Days	.58 Days
13 - 36	10 Days	.83 Days
37 - 96	14 Days	1.16 Days
97 - 168	21 Days	1.75 Days
169+	28 Days	2.33 Days

3. A Flight Attendant will not accrue vacation for any month in which she/he is on inactive status for more than 15 days. A Flight Attendant is considered to be on inactive status when she/he is not available for duty with the Company, including a Flight Attendant on furlough, suspension, unpaid sick leave or unpaid leave of absence.

B. Vacation Schedule

1. For planning purposes, a vacation schedule for each domicile will be posted no later than October 1 for the following calendar year. Bidding will close on October 15. Awards will be posted no later than October 31.
2. Vacation awards will be made on the basis of seniority within a domicile.
3. The amount of days available for bid will be calculated by combining the Flight Attendant's actual accrual through September with her/his projected accrual for October through December of the current calendar year. The actual vacation available for use the following calendar year will be based on the amount of vacation accrued through December.

4. Vacation will be taken in seven-day blocks, which begin on Sunday. A Flight Attendant will bid one seven-day vacation block for every seven vacation days accrued. A Flight Attendant who has accrued a partial week of vacation (a period of less than 7 days) will bid and be awarded a standard seven-day vacation block but will only receive and be eligible to use the number of vacation days earned. A vacation period of less than one (1) week will be awarded as consecutive days within the awarded week. Prior to bidding a line for the month in which such vacation is to be taken, the Flight Attendant will provide to Crew Planning which day or consecutive days she/he would like the period to begin. Any fraction less than a day of earned vacation will be paid out.
5. There will be a single round of bidding on vacation. A Flight Attendant should submit one (1) or more choices. Each bid shall specify the week(s) of choice. If the Flight Attendant wishes to bid consecutive weeks, she/he may elect to do so, but if one (1) of those weeks is not available, that consecutive week period will not be awarded and the Flight Attendant's next choice will be considered.
6. A Flight Attendant who fails to bid, or who fails to submit a proper bid, including failing to submit a sufficient number of choices, will be assigned a vacation period(s) by the Company after all other bids have been awarded.
7. Vacation will be scheduled in the PBS as a planned absence.

C. Vacation Pay

1. Vacation will be paid and credited at the rate of three (3) hours per day.
2. A Flight Attendant scheduled to begin a leave of absence will be paid for any earned vacation scheduled during the projected leave of absence prior to starting such leave of absence. If the leave is extended, any additional earned vacation scheduled during the extended leave will be paid out. Upon return from leave, a Flight Attendant with unawarded vacation time will select from open and available vacation periods in her/his domicile. If there is no open and available vacation period, the vacation will be paid out at the end of the year.
3. A Flight Attendant scheduled to begin a furlough will be paid for earned vacation. Accrued vacation that becomes earned during the term of the furlough will be paid out at the end of the year it is earned if the Flight Attendant remains on furlough as of December 31. Upon return from furlough, a Flight Attendant with unawarded vacation time will select from open and available vacation periods in her/his domicile. If there is no open and available vacation period, the vacation will be paid out at the end of the year.

4. A Flight Attendant who gives the Company at least 14 days' notice that she/he will be leaving the service of the Company will be paid for earned and accrued but unused vacation days, so long as the Flight Attendant has had perfect attendance in her/his final 30 days of employment. The estates of deceased Flight Attendants will be paid for accrued and earned but unused vacation.

D. Vacation Trades

1. A Flight Attendant may request to trade her/his vacation block with the vacation block of another Flight Attendant at the same domicile using the Company's computer system. Vacation blocks traded must be of the same length and must be by mutual agreement of the Flight Attendants involved.
2. A Flight Attendant may request to trade her/his vacation block with another open vacation block of the same length in her/his domicile using the Company's computer system.
3. The window for submitting vacation trade requests will be between noon (Central Time) on the 25th and noon (Central Time) on the 1st of any month but no later than noon (Central Time) the 1st of the month prior.

Example:

A MSP Flight Attendant wants to trade a vacation on April 1-7 with another MSP Flight Attendant that has a vacation block on April 15-21. Both Flight Attendants must submit the request via the Company's computer system no later than noon Central Time on March 1.

E. Vacation Postponement

1. The Company will not cancel a Flight Attendant's vacation except for operational necessity. When a Flight Attendant's awarded vacation is cancelled by the Company, the Flight Attendant may, at her/his option, elect to:
 - a. Have the cancelled vacation rescheduled to an open vacation period(s) at her/his domicile or to an otherwise mutually-agreeable time; or
 - b. Be paid out the vacation.
2. A Flight Attendant will notify the Company if an announced vacation cancellation may result in forfeiture of a non-refundable deposit and will use her/his best efforts to recover the deposit. The Company may also attempt recovery of the deposit. A Flight Attendant whose vacation is involuntarily canceled or postponed by the Company will be reimbursed for any deposit made in reliance on her/his awarded schedule, provided the deposit is not refundable. Receipts for such loss must be documented to the Company for reimbursement.

F. General

1. A Flight Attendant who transfers to another domicile may retain and transfer her/his awarded vacation period(s) with the approval of the Company. If vacation is not allowed to be transferred the Flight Attendant will be able to select from open vacation period(s) at her/his new domicile or may elect to be paid out such unearned vacation.
2. Earned vacation may not be carried over to a subsequent calendar year, absent approval of the Company.

Section 10 — GRIEVANCE PROCEDURES

A. Discipline and Investigatory Meetings

1. Discipline is defined as a documented verbal warning, written warning, suspension or discharge or any other disciplinary action taken by the Company that results in a loss of pay or benefits.
2. A Flight Attendant will not be disciplined without just cause.
3. A Flight Attendant may be accompanied by a Union representative who is a Compass Flight Attendant or fellow Compass Flight Attendant at any meeting related to potential discipline of the Flight Attendant, provided that the Flight Attendant's selection of a specific representative does not cause a delay in the proceedings. Unless waived by the Flight Attendant, a Flight Attendant will receive no less than 24 hours notice of such meeting, except as provided below. A Flight Attendant may be required to attend a meeting with less than 24 hours notice if the matter under investigation involves a serious infraction (including, but not limited to, a drug and/or alcohol policy violation; FAR or other infraction affecting flight safety). If the parties mutually agree to postpone the meeting at the request of the Union or the Flight Attendant, the 21-day limitation in paragraph 6, below, will be tolled pending the meeting. A Flight Attendant required to meet with the Company on her/his day off will be paid and credited with one (1) hour, except where she/he has been relieved of duties without pay pending the investigation in accordance with paragraph 6, below.
4. If the discipline which the Company contemplates involves loss of pay or employment, the Flight Attendant shall be afforded an opportunity to meet with the General Manager, Inflight or her/his designee to present information on her/his behalf before determination of disciplinary action, if any.
5. At the time the Company advises the Flight Attendant of its desire to discuss a potential disciplinary matter, it will inform the Flight Attendant of the subject matter to be discussed unless the matter involves a serious infraction as defined in Paragraph 3, above, and the disclosure of such information would prejudice the investigation.

6. Flight Attendant Relieved of Duties Without Pay
 - a. If a Flight Attendant is relieved of duties without pay pending an investigation, such non-pay status shall not extend beyond three (3) weeks, and the Flight Attendant shall be returned to a pay status beginning on the twenty-second (22nd) day. The three (3) week limitation will be tolled if the Flight Attendant fails to cooperate with the Company's investigation.
 - b. If no disciplinary action is subsequently taken, the Flight Attendant will be made whole for the lost pay. If the Flight Attendant is disciplined after being held out of service without pay and the discipline is for less time than the Flight Attendant was held out of service, the Flight Attendant will be made whole for the difference in lost pay. The Company will confirm in writing to the Flight Attendant, with a copy to the MEC Grievance Chair, within a reasonable time that the Flight Attendant has been removed from service without pay pending an investigation.

B. Discipline and Discharge Grievances

1. The Company will provide the Flight Attendant with written notice of discipline, including a short, concise statement of the reason(s) therefore. Such notice will be delivered to the Flight Attendant in person, by certified mail, return receipt requested, or by other commercial delivery service with tracking capability. Copies of the written notice will be issued to the MEC Grievance Chair via email, but the inadvertent failure to provide such notice will not prejudice the disciplinary action.
2. A Flight Attendant who is disciplined, or a union representative acting on her/his behalf, may appeal the Company's decision by filing a written grievance with the General Manager, Inflight, or her/his designee. Delivery of the grievance will be in person or by mail. Such grievance must be received by the General Manager, Inflight, or her/his designee, no later than fourteen (14) calendar days following the Flight Attendant's receipt of the Company's written notice of discipline.

C. Non-Disciplinary Grievances

1. A grievance under this Subsection is any dispute between a Flight Attendant(s) and the Company growing out of the interpretation or application of this Agreement, as amended. Grievances will not include proposed changes in hours of employment, rates of compensation, or working conditions.
2. A Flight Attendant(s), the MEC President or MEC Grievance Chair, or the Company may file a grievance.
3. Prior to filing a grievance, the Flight Attendant(s) or MEC President/MEC Grievance Chair and the General Manager, Inflight, or her/his designee, will discuss the matter in an effort to resolve the dispute. However, the failure to have such a discussion will not affect the validity of the grievance.
4. Non-disciplinary grievances must be received by the General Manager, Inflight, or her/his designee, or the MEC President, if a Company grievance within thirty (30) days of the time the affected Flight Attendant(s) or the Company, in the case of a Company grievance became aware or reasonably should have become aware of the circumstances from which the dispute arises. Delivery of the grievance will be in person or by mail.

D. Grievance Hearing and System Board Appeals

1. The General Manager, Inflight, or her/his designee or the MEC President in the case of a Company grievance will conduct a hearing once a month on a mutually agreed upon date. All grievances filed since the prior hearing date will be heard, unless the parties mutually agree to hear a grievance sooner or later than the next scheduled monthly meeting.
2. The Union shall provide the Company with notice of its necessary participants for the monthly grievance hearing sufficient to include such absence(s) in the Flight Attendant(s) preferential bid schedule. When such notice may not reasonably be provided, necessary Union participants will be released from duty in order to attend the monthly grievance hearing, so long as such release will not unreasonably interfere with the operations of the Company.
3. Hearings will be held at reasonable times and at the general offices of the Company, unless mutually-agreed otherwise.

4. Within ten (10) business days following the completion of the hearing, the Company (or MEC President in the case of a Company grievance) will issue a decision in writing. The Company's decision will be issued to the Union's Legal Department (or the Union's decision will be issued to the General Manager, Inflight, or her/his designee) via email, by certified mail, return receipt requested, or by other commercial delivery service with tracking capability. A copy of the Company's decision will be issued to the MEC Grievance Chair (in person or via email or US Mail) and the grievant in the case of an individual grievance (via US Mail).
5. If the decision issued pursuant to paragraph C.4., above, is not satisfactory, it may be appealed by the Union [or the Company in the case of a Company grievance] to the System Board of Adjustment in accordance with Section 11. Such appeal will be in the form of a written submission and will be mailed no later than thirty (30) calendar days following receipt of the decision by the Union's Legal Department or the Company (if a Company grievance).
6. The submission to the Board must include:
 - a. The question or questions at issue.
 - b. A statement of facts.
 - c. The position of the Flight Attendant(s).
 - d. The position of Company.
 - e. A reference to the provision(s) of the Agreement alleged to have been breached.
 - f. The relief requested.

E. General

1. When a grievance is filed, it will be written on an AFA grievance form and shall contain a brief statement of the facts, a reference to the provision(s) of this Agreement alleged to have been breached and the relief sought.
2. If a grievance is not filed, or the Company's decision following a hearing is not appealed, within the time limits prescribed in this Section, the decision of the Company will become final and binding. If the Company fails to hold a hearing or issue a decision within the prescribed time limits, the grievance will be considered denied and will be automatically advanced to the next step or the System Board.
3. All time limits in this Section may be extended, either orally or in writing, by mutual agreement. Oral agreements must be made prior to the expiration of the time limit to be extended and will be confirmed in writing as soon as practicable.
4. The provisions in this Section related to discipline and disciplinary grievances are not applicable to probationary Flight Attendants.

Section 11 — SYSTEM BOARD OF ADJUSTMENT

A. Recognition

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby establish a System Board of Adjustment for the purpose of adjusting and deciding grievances arising under the terms of this Agreement, which are properly submitted to it in accordance with Section 10, Grievance Procedures. Such Board will be known as the Compass Flight Attendant System Board of Adjustment (hereinafter referred to as the "System Board").

B. Composition and Jurisdiction

The System Board will be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral arbitrator who will be selected in accordance with Paragraph D. below. The System Board will 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 Section 10, Grievance Procedure. The System Board's jurisdiction will not extend to proposed changes in rates of pay, hours of service or working conditions.

C. Grievance Review Process

1. On at least a quarterly basis (normally on a date in March, June, September and December agreed to by the Company and the Union) representatives of the Company and the Union with full authority to resolve pending grievances submitted to the System Board shall meet in an effort to resolve such grievances. At least fourteen (14) days prior to each such Quarterly Grievance Review ("QGR") meeting, Company and Union representatives shall agree upon the list of grievances to be discussed at the upcoming meeting.
 - a. Grievances arising from Section 1 of this Agreement will not be required to be processed through a QGR and will be processed pursuant to Section 1 unless the Union and the Company mutually agree to submit the Section 1 grievance to the QGR.
 - b. With respect to all other grievances, the QGR may be bypassed only if both parties agree.

2. Written material presented during the QGR meeting will be returned to the party presenting that material at the termination of the QGR meeting.
3. If a grievance which had been the subject of a QGR meeting is subsequently heard before the System Board, no reference will be made to the fact that the grievance was the subject of a QGR meeting; nor, absent mutual agreement, will there be any reference to statements made, documents provided or actions taken by QGR participants during the course of a QGR meeting, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the QGR meeting. This shall not prevent a party, in any subsequent proceeding, from referring to discussions occurring or documents exchanged during the QGR meeting for the purpose of establishing the terms of a settlement reached at a QGR meeting.
4. QGR meetings will be held in the city where the general offices of the Company are located, unless the Company and the Union mutually agree otherwise.
5. The Union shall provide the Company with notice of its necessary participants in QGR meetings sufficient to include such absences in the Flight Attendant's preferential bid schedule. Where such notice may not reasonably be provided, necessary Union participants will be released from duty, when necessary, in order to attend QGR meetings, so long as such release will not unreasonably interfere with the operations of the Company.
6. The cost, if any, associated with meeting room expenses for QGR meetings shall be shared equally between the parties. Each party shall bear the cost and expenses of its own participants in the QGR meeting.
7. No transcript of a QGR meeting shall be taken.
8. The parties may mutually agree to have a mediator provided by the National Mediation Board assist them during the QGR process.

D. Scheduling Arbitration/ Panel of Neutrals

1. Whenever a case has not been resolved in a QGR meeting, it will be scheduled for arbitration. Such arbitration will be assigned to a mutually agreeable arbitrator from the panel of nine (9) arbitrators below. If agreement cannot be reached, the parties will alternately strike names from the list until one (1) remains and that individual shall serve as Chairperson of the Board.

[Panel to-be-determined]

2. If, for any reason, the Neutral chosen is unable to serve the last name stricken shall serve as the Chairperson. Nothing herein prohibits the parties, by mutual agreement, from choosing a neutral other than the Nine (9) named in the panel.
3. The members of the panel shall serve until removed by both or either party. The parties may remove a neutral at any time by mutual agreement. Either party may remove a neutral unilaterally provided the neutral shall have served at least one (1) year as a member of the panel and has heard at least one (1) case. Once a neutral has been selected to hear and decide a case, a single party may not remove such neutral until such case has been heard and decided. In the event that a party elects to remove a neutral, that party shall provide the other party with no less than thirty (30) days' written notice of its intent. In such event, the parties shall immediately confer and by mutual agreement, name a replacement. If the parties are unable to agree upon a replacement before the expiration of the thirty (30) day period, either party may request that the National Mediation Board provide a panel of seven (7) potential members who have experience as neutrals in the airline industry and who are members of the National Academy of Arbitrators. The replacement shall be selected by the parties alternately striking names until only one (1) remains. The parties may mutually agree in writing to extend the thirty (30) day period for selecting a replacement before petitioning the National Mediation Board for a list of names.

E. System Board Hearings

1. System Board hearings will take place in the city where the general offices of the Company are located, or another site agreeable to the Company and the Union.
2. The Chairperson will preside at the System Board hearing and will be responsible for scheduling the hearing on a date mutually agreeable to the Company and the Union and guiding the parties in the presentation of testimony, exhibits and argument at the hearing.
3. The Union shall provide the Company with notice of its necessary participants in a System Board hearing sufficient to include such absence in the Flight Attendant's preferential bid schedule. When such notice may not reasonably be provided, Flight Attendants that are necessary Union participants at a System Board hearing will be released from duty, when necessary, in order to attend the hearing, so long as such release will not unreasonably interfere with the operations of the Company.
4. The Union and the Company shall have the right to be represented at System Board hearings by such persons as they may choose and designate.
5. Evidence may be presented either orally, in writing, or both. The parties may present witnesses to testify as to matters that are relevant to the dispute.
6. Unless the Company and the Union agree upon a combination of grievances to be presented to the System Board, each grievance will be presented as a separate case.
7. The reasonable expenses and reasonable compensation of the Chairperson will be borne equally by the Company and the Union. The Company and the Union will also equally share the cost of the hearing meeting room. Each of the parties will assume the compensation, travel expense and other expenses of the System Board member selected by it, witnesses called by it, and its participants at the hearing.
8. When it is mutually agreed that a stenographic report of a System Board hearing is to be taken, the cost will be borne equally by the Company and the Union. In the event it is not mutually agreed that a stenographic report of a System Board proceeding will be taken, any transcript made by either of the parties shall be furnished to the other party upon request, provided that the cost of such transcript shall be borne equally by the parties.

9. Each System Board member will be free to discharge her/his duty in an independent manner, without fear that her/his relations with the Company or the Union may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
 10. A majority vote of the members of the System Board shall be competent to reach a decision. Decisions of the Board properly referable to it shall be final and binding.
- F.** All time limits in this Section may be extended orally or in writing by mutual agreement of the Company and the Union. Oral agreements must be made prior to the expiration of the time limit.

Section 12 — FURLOUGH AND RECALL

A. Furlough, Displacement and Recall

1. When a furlough becomes necessary, the Company will initially offer Flight Attendants the opportunity for voluntary furlough in order of seniority at the domicile where the furlough is necessary.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants will be furloughed in inverse order of seniority at the domicile where the furlough is necessary.
3. A Flight Attendant who is involuntarily furloughed may displace the most junior Flight Attendant in the system.
4. Flight Attendants to be involuntarily furloughed or displaced will be notified in writing, hand delivery with signature, certified mail, return receipt requested, or commercial delivery service with tracking capability, at the last address filed with the Company.
5. Flight Attendants will be given no less than fourteen (14) days notice of involuntary furlough, or pay in lieu thereof, unless the furlough is caused by conditions outside the Company's control, such as war, strikes, work stoppages, mandatory grounding of aircraft, official state of emergency or Act of God.
6. The Company will pay group insurance premiums for voluntarily and involuntarily furloughed Flight Attendants for the end of the month in which the furlough began at the active Flight Attendant rate. Thereafter, such Flight Attendant will have the option to pay her/his monthly premium under the provisions of applicable Federal and State statutes.
7. A Flight Attendant who is furloughed and subsequently recalled will retain and accrue seniority during the furlough. A Flight Attendant who is furloughed will retain but not accrue longevity during the furlough.
8. All Flight Attendants voluntarily or involuntarily furloughed by the Company will file proper addresses with the Company at the time of furlough. Any change in address will be supplied promptly to the Company.

B. Recall

1. Except as otherwise noted in this Agreement, the Company will maintain Flight Attendants on the recall list for five (5) years.
2. The Company will recall Flight Attendants on the recall list who have not bypassed recall in accordance with Paragraph B.6, below, in seniority order for any vacancies remaining after the filling of vacancies process specified in Section 13, Filling of Vacancies.
3. Recall notices shall be in writing, by certified mail, return receipt requested or commercial delivery service with tracking capability. After delivery of such notice to the last address on file with the Company, the Flight Attendant will be allowed a period of seven (7) days during which to notify the Company of her/his intent to return to duty. Flight Attendants should notify the Company of this intent sooner than seven (7) days if possible.
4. A furloughed employee will be allowed twenty-one (21) days after delivery of the notice of recall to report to duty at the domicile specified by the Company. The Company may extend this period of time to return to active duty.
5. A Flight Attendant who fails to meet the time periods in Paragraphs B.3 and B.4 above will be considered to have declined recall and will be removed from the seniority list.
6. Recall Bypass

A furloughed Flight Attendant may bypass recall if there are furloughed Flight Attendants junior to her/him, until such time as the last furloughed Flight Attendant junior to her/him has been recalled or has declined recall. In order to be eligible to bypass recall, a Flight Attendant must have on file with the Company a letter to such effect at least five (5) business days in advance of the date of any recall notice to the Flight Attendant. The letter may name specific domiciles to which the Flight Attendant wishes to bypass recall. A Flight Attendant who has bypassed recall in accordance with this Agreement will not receive a recall notice until the Company must begin a mandatory recall. It the Flight Attendant's responsibility to notify the Company in writing prior to a recall that she/he wishes to remove the bypass letter from his/her file and be notified of the next recall.

C. General

1. The Company will provide the MEC president notice of all furloughed and recalled Flight Attendants.
 2. Furloughed Flight Attendants will be granted pass benefits in accordance with Company policy for furloughed employees.
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Section 13 — FILLING OF VACANCIES

A. Awarding of Permanent Vacancies

1. A permanent vacancy will be any vacancy that the Company anticipates will exist for longer than ninety (90) days. Any other vacancy will be classified as temporary.
2. The Company will institute a permanent bid system. Flight Attendants will be required to submit a permanent bid. Flight Attendants will have the right to change their permanent bid at any time (except when bids are frozen for awarding of vacancies in accordance with this Section) via an electronic method.
3. A permanent vacancy will be posted for no less than five (5) days. Thereafter, it will be awarded to the most senior Flight Attendant indicating a preference for the location of the vacancy based on her/his permanent bid. The permanent bid on file at the time the vacancy bid closes will be used for awarding the vacancy. The Flight Attendant awarded the vacancy and the MEC President will be advised of the award via email.
4. Any vacancy that is not bid through the permanent bid system will be assigned to the most junior Flight Attendant, or at the Company's discretion, by hiring a new Flight Attendant.
5. A Flight Attendant who is awarded or assigned to fill a permanent vacancy will normally be given not less than fourteen (14) days from the date the award or assignment is made to report to a new domicile. If a Flight Attendant is required to report to the new domicile in less than fourteen (14) days, she/he will be paid an expense allowance in accordance with Section 4 and lodging in accordance with Section 4 from the day she/he is required to report to the new domicile up to the fourteenth (14) day after the award or the assignment.
6. A Flight Attendant's schedule will be adjusted by mutual agreement with the Company to include one day off for each four hundred (400) miles or fraction thereof, by the most direct AAA mileage between domiciles, up to three (3) consecutive days for the transfer to the new domicile. Such days off shall count towards the Flight Attendants days off for the month.

7. A Flight Attendant awarded a permanent domicile vacancy will not be eligible to bid another permanent vacancy which commences within nine (9) months of the first bid period in the awarded vacancy. The Company may waive this limitation. A Flight Attendant subject to such position freeze who is displaced or furloughed may exercise her/his rights as noted in the applicable provisions of this collective bargaining agreement. The nine (9) month limitation shall only apply to voluntary transfers and not displacements.

B. Temporary Vacancies

1. When a temporary vacancy occurs, the Company will post such vacancy for no less than seven (7) days at the domicile(s) from which bids will be accepted. Awards will be made in seniority order. If no eligible Flight Attendant bids for the vacancy, it may be assigned to the most junior Flight Attendant from the designated domicile(s).
2. A Flight Attendant will not be required to fill a temporary vacancy for more than ninety (90) days. The Company may offer to extend a temporary vacancy beyond ninety (90) days.
3. Lodging will be provided as necessary for the duration of the temporary vacancy in accordance with Section 4.
4. The Company will provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the temporary assignment. A Flight Attendant who requests to utilize her/his own vehicle to travel from her/his domicile to the temporary assignment shall be reimbursed at thirty cents (\$.30) per mile, using the most direct AAA mileage, for mileage to the temporary assignment at the start of the assignment and back to her/his domicile at the end of the assignment.

C. Establishment of New Domiciles and/or Closing/Downsizing of Existing Domiciles

1. The Company will advise the MEC President and the Flight Attendants of the decision to open a new domicile or close an existing domicile.
 2. When a domicile is closed or reduced and no furloughs result, a Flight Attendant may exercise her/his seniority to bid a vacancy under the provisions of this Section but may not displace another Flight Attendant. When the closing or reduction of a domicile results in a furlough, the provisions of Section 12, Furlough and Recall will govern. Such move shall be considered at the request of the Company and eligible for Company-paid moving expenses as specified in Section 15, Moving Expenses.
 3. In the event that a new domicile is established, the vacancies will be posted for at least ten (10) days and Flight Attendants will be permitted to change their permanent bid in accordance with this Section.
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Section 14 — LEAVES OF ABSENCE

A. Personal Leave

Upon written request, a non-probationary Flight Attendant may be granted a personal leave of absence at the discretion of the Company. The Company may request written verification of the reason and duration of personal leave at anytime. A Flight Attendant returning from a Personal Leave will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.

B. Medical Leave

Upon written request and presentation of documentation from a medical professional, a Flight Attendant who is unable to perform her/his duties due to illness or injury and has exhausted her/his sick leave bank shall be granted a medical leave of absence for a period not to exceed eighteen (18) months. Upon written request made at least thirty (30) days prior to the Flight Attendant's originally scheduled return date and based upon further satisfactory medical evidence, the leave of absence may be extended at Company discretion for an additional six (6) months for a maximum leave of two (2) years.

C. Maternity Leave

A pregnant Flight Attendant will provide medical documentation containing her expected delivery date and certifying her ability to perform Flight Attendant duties no later than the 4th month of pregnancy, or immediately upon learning of the pregnancy if it becomes known after the 4th month. A pregnant Flight Attendant certified by her physician as unable to perform her duties will be granted a medical leave of absence in accordance with paragraph B., above. Such Flight Attendant will be eligible to receive accumulated sick leave on the same basis as any other illness.

D. Family and Medical Leave (FML)

The Company will comply with the provisions of the Family and Medical Leave Act (FMLA). FML will run concurrent with any other leave, including sick leave, granted pursuant to this Agreement.

E. Jury Duty

1. A Flight Attendant must inform her/his supervisor as soon as she/he receives a notice of jury duty from the court and must provide a copy of the summons.
2. The Company may require that a Flight Attendant request to reschedule her/his jury service.
3. A Flight Attendant will be granted leave for jury duty. On work missed for jury duty, a Lineholder will be paid trips missed at her/his regular rate of pay. A Reserve shall be paid 3.5 hours per reserve day missed. Any such compensation will be less fees received for such services (excluding mileage and expenses), for up to fourteen (14) calendar days.
4. Immediately upon release from jury duty, the Flight Attendant shall notify crew scheduling. A Lineholder may be returned to her/his original trip or may be assigned reserve for any days her/his trip operated. A reserve will be returned to reserve status.

F. Military Leave

Military leave will be granted in accordance with applicable law.

G. Company Convenience Leave (CCL)

In the event the Company determines it is over-staffed, it may offer, at its discretion, Company convenience leaves. Company convenience leaves shall be awarded to interested Flight Attendants in the applicable domicile on the basis of seniority. To be eligible for a Company convenience leave, a Flight Attendant must be projected to be on active status on the date the leave is scheduled to commence and must not be scheduled for training during the projected duration of the leave.

H. Workers' Compensation

A Flight Attendant may use accrued sick leave, and, upon exhausting sick leave, may use earned vacation, to cover the statutory waiting period for payment of Workers' Compensation benefits.

I. Bereavement Leave

1. In the event of a death in the Flight Attendant's immediate family, she/he shall be granted leave with pay from all duties with the Company for up to three (3) consecutive days of work. A Lineholder shall receive compensation for trips missed and a Reserve shall be paid 3.5 hours per reserve day missed during the bereavement leave.
2. Immediate family will be as defined in the Compass Employee Handbook in effect on August 18, 2011.
3. Requests for bereavement leave should be made to your supervisor as soon as possible following a family member's death. In circumstances where a Flight Attendant wishes to attend a memorial or special service occurring at a later date, she/he may request that the allocated bereavement leave be postponed until the date of that service.
4. Documentation, such as a memorial notice, funeral notice, obituary, death certificate or note from a medical provider may be required to verify the absence.

J. Union Leave of Absence

A Flight Attendant who accepts an elected or staff position with the International Union will be granted a leave of absence for the term of office or appointment. A Flight Attendant returning from such leave will not be compensated for training necessary to become re-qualified.

K. General

1. Except as otherwise noted in this Agreement, leaves of absence will be unpaid and a Flight Attendant's minimum monthly guarantee will be prorated accordingly.
2. If a Flight Attendant is on a leave of absence for part of the bid month and on active status the rest of the bid month, her/his minimum number of days off shall be prorated in accordance with Section 6.
3. A Flight Attendant on a leave of absence shall maintain updated contact information, including address and phone number(s), with the Company.
4. A Flight Attendant on a leave of absence will contact her/his supervisor to coordinate her/his return to duty.

Section 14 — Leaves of Absence

5. A Flight Attendant may be required to provide supporting documentation related to eligibility for a leave of absence.
6. A Flight Attendant on a leave of absence will serve any remaining portion of her/his probationary period upon return to active status.
7. A Flight Attendant who, without prior consent of the Company, engages in other employment while on a leave of absence will be deemed to have resigned and her/his name will be removed from the seniority list.
8. Accrual and retention of seniority and longevity, eligibility for pass, and insurance benefits shall be as specified in the Leave of Absence Chart below.

LEAVE OF ABSENCE CHART				
Type of Leave	Seniority	Longevity	Insurance*	Passes
	Retain and accrue for all types of leave	Retain and accrue so long as an active inflight or AFA employee. If inactive then retain only.	According to Compass policy	According to Compass policy
Personal	See above	See above	See above	See above
Medical	See above	See above	See above	See above
Maternity	See above	See above	See above	See above
Jury	See above	See above	See above	See above
Bereavement	See above	See above	See above	See above
Military	See above	In accordance with applicable law	See above	See above
Company Convenience	See above	See above	See above	See above
Union	See above	See above	See above	See above
OJI	See above	See above	See above	See above

* A Flight Attendant is eligible for COBRA after expiration of the period during which she/he is treated as an active Flight Attendant.

Section 15 — MOVING EXPENSES

A. Eligibility

1. The Company will reimburse a Flight Attendant for moving expenses as set forth below when she/he is required to move involuntarily or is displaced from one domicile to another domicile that is more than fifty (50) miles from her/his present domicile. Such reimbursement will be available for one (1) move of the Flight Attendant's primary legal residence on file with the Company (as noted for federal tax withholding purposes) per involuntary displacement.
2. A Flight Attendant who is eligible for Company paid moving expenses may elect to have the move paid from a location other than the domicile from which the Flight Attendant is being transferred to any location within seventy-five (75) miles of the new domicile provided that at the time of the move, the Flight Attendant resides more than one hundred and fifty (150) miles from the new domicile. However, the Company's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to the new domicile.
3. All other moving expenses, including those resulting from an assignment incident to initial employment, recall from furlough, and the award of a base vacancy will not be subject to reimbursement by the Company and will be the responsibility of the Flight Attendant.

B. When the Flight Attendant is entitled to moving expense reimbursement pursuant to paragraph A., above, the following costs shall be eligible for reimbursement, so long as the Flight Attendant substantiates all requests for reimbursement with applicable receipts, submitted to the Company no later than thirty (30) days after the expense is incurred:

1. Actual moving expenses of the Flight Attendant's primary legal residence, including packing, unpacking, packing materials, shipping, en route storage for a maximum of forty-five (45) days, insurance, and truck rental and fuel, for up to 12,000 pounds of personal household goods.
2. When a Flight Attendant transports her/his vehicles, the Company will reimburse the Flight Attendant at thirty cents (\$.30) per mile, for up to two (2) of the Flight Attendant's personal vehicles, using the most direct AAA mileage between domiciles.

3. Meals and lodging for the Flight Attendant and her/his spouse or domestic partner for the period of travel to the new domicile. A day of travel will be considered 400 miles, or fraction thereof, between domiciles, by the most direct AAA mileage. Reimbursement for meals will be at the per diem rate of twenty-four (24) hours for the Flight Attendant and her/his spouse or domestic partner for each travel day. Quality of lodging will be the same as used on overnights.
 4. If a lease is broken as a result of moving to a new domicile and a penalty is incurred, the Company will reimburse the Flight Attendant for the lease penalty, not to exceed two (2) months rent. The Flight Attendant shall use her/his best efforts to avoid such penalty. The Flight Attendant must provide the Company with an original or copy of the dated contract indicating the penalty. The Company may opt to pay the penalty directly to the leasing Company.
 5. The Company will reimburse a Flight Attendant for penalties and charges arising from the connection and disconnection of utilities (such as electric, gas, cable/satellite TV, internet and basic telephone service), provided the Flight Attendant provides receipts to the Company for such penalties and charges.
 6. The Company's liability for the above-referenced expenses will not exceed \$3,000.00 per move.
- C.** If the Flight Attendant elects to use a moving company, the Company may provide contact information for an approved reputable bonded furniture moving company. If the Company does not have a designated moving company, the Flight Attendant will gather quotes from three such moving companies, and the Company shall select one (1) of these three (3).

D. Moving Days

1. A Flight Attendant eligible to moving expense reimbursement pursuant to this Section shall be granted one (1) day off for each four hundred (400) miles, or fraction thereof, by the most direct AAA mileage between domiciles, free from duty to accomplish the move to the new domicile. Such days off must be consecutive and will be counted towards the Flight Attendant's minimum days off for the month.
 2. Such Flight Attendant will provide the Company with a written request for specific moving days by the tenth (10th) of the month prior to the month in which she/he wishes to move. If the Company cannot accommodate the Flight Attendant's requested moving days, alternate scheduled days off as reasonably near to the requested days as possible, considering the needs of the service, will be offered. The Flight Attendant's moving days request may not include the first three (3) days of any bid month, Memorial Day, July 4, Labor Day, Thanksgiving, or between December 24th and January 3rd. Moving days shall be posted as known absences in the Flight Attendant's PBS schedule.
 3. If the Flight Attendant was unable to request moving days prior to PBS closing due to circumstances beyond her/his control (i.e. the displacement occurred after the close of bidding) and the effective date of the displacement is such that the Flight Attendants needs to move that month, the Company and the Flight Attendant will mutually agree on moving days.
 4. Once the Company grants the moving days, the Flight Attendant will not be rescheduled to work on those days.
 5. The Flight Attendant's minimum monthly guarantee will not be reduced as a result of moving days.
- E.** To be eligible for reimbursement of moving expenses pursuant to this Section, the move must occur within twelve (12) months of the effective date of the transfer to the new domicile.
- F.** The Company and a Flight Attendant may agree to an amount to be paid in lieu of the expenses in this Section.
- G.** In the case that a Flight Attendant's spouse/domestic partner is an employee of the Company eligible to moving expense reimbursement, the Flight Attendant will inform the Company as to which moving expense provisions (the Flight Attendant's or the spouse's/domestic partner's) will be used.

- H. If a Flight Attendant resigns her employment within six (6) months of a Company-paid move, she/he will reimburse the Company for its entire cost paid to the Flight Attendant. This provision shall not apply to a Flight Attendant who resigns in lieu of termination.
- I. The Company is not responsible for damages incurred during the move.

J. Definition of Domestic Partner

“Domestic Partner” means a person of the same/opposite sex who has an intimate, committed relationship of mutual caring with a flight attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:

1. Have resided at the same residence and household as the flight attendant for at least six (6) consecutive months while in such a committed relationship; and
2. Be at least eighteen (18) years of age and not legally married or the common law spouse of any other person and agree to marry if marriage between same sex partners becomes a legal option; and
3. Be mutually responsible with the flight attendant for each other's welfare and obligations; and
4. Is not related by blood or adoption to the flight attendant; and
5. Be the sole domestic partner with the flight attendant, and have been so for at least six (6) consecutive months; and
6. Have provided the Company with either a notarized affidavit affirming his/her qualification as a domestic partner pursuant to this paragraph, or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration; and
7. Provide 2 pieces of documentation showing proof of:
 - a. Shared primary residence (joint mortgage, lease or deed, or evidence of shared household expenses) (1 document); and
 - b. Shared fiscal responsibility (joint bank account, joint credit cards, designation of the Domestic Partner as durable power of attorney, or designation of the Domestic Partner as primary beneficiary of life insurance, retirement benefits or a legal will or trust) (1 document).

Section 16 — TRAINING

- A.** The Company will, consistent with applicable FARs, establish and maintain requirements for Flight Attendant training.
- B. Awarding/Assigning Recurrent Training**
1. In November of each year, the Company will post electronically a list of Flight Attendants showing their expected due months for recurrent training for the ensuing year. The Company may reset recurrent training due months when it deems appropriate and will so notify the Flight Attendant as soon as practical.
 2. The bid package shall contain the name(s) of Flight Attendants scheduled for recurrent training in the following month, along with the dates for training.
 3. Known training will be scheduled as a pre-award in PBS.
 4. For training scheduled after bids are awarded (i.e. not in PBS), any trip or portion of a trip that conflicts with training shall be dropped from the Flight Attendant's final bid award. Such Flight Attendant may be scheduled to fly the non-conflicting portion(s) of the trip or may be assigned an alternative non-conflicting trip that is scheduled to return to her/his domicile no later than the duty out time of the originally scheduled trip. For purposes of pay and rescheduling of such trips or portions thereof, such Flight Attendant shall be subject to the provisions of Section 6, Scheduling, Paragraph J, including the obligation to sit Time Available Reserve if no trip is available.
 5. If a Flight Attendant fails to attend training, she/he will be reassigned to a training class by the Company.
 6. A Flight Attendant will not be required to return from vacation or leave of absence to attend any required training.
 7. The Company will use its best efforts to avoid the scheduling of training that would start between the hours of 0001 and 0600.

C. Travel to Training

1. A Flight Attendant required to attend training out of domicile, shall be provided with positive space "must ride" transportation between the training location and her/his domicile.
2. Deadhead pay and credit to and from training shall be as provided in Section 25.
3. A Flight Attendant required to attend training out of domicile shall be provided with single occupancy hotel accommodations consistent with the guidelines set forth in Section 4, Travel Expenses, for each overnight at such training location.
4. A Flight Attendant required to attend training out of domicile shall be provided per diem in accordance with Section 4.
5. The Company provides round trip ground transportation between the airport and the training facility for Flight Attendants required to attend training out of domicile.

D. The Company shall schedule training not to exceed eight (8) hours ground training per day, excluding breaks and meal periods. If the actual training exceeds such eight (8) hours, Flight Attendants may be required to stay up to an additional hour but shall receive an additional one (1) hour of pay no credit for extensions of fifteen (15) minutes or longer. This additional hour of pay shall not apply to Flight Attendants who opt to re-take a test after class has been excused.

E. For the purpose of rest requirements, maximum duty periods and minimum days off, a Flight Attendant shall be considered on duty during any time she/he is required to attend training, including all deadhead travel time to and/or from domicile.

F. Training Failures

A Flight Attendant is required to satisfactorily complete all required training to successfully complete a training event. A Flight Attendant who fails to successfully complete a training event will be provided additional training in accordance with Company policy.

G. General

1. An active Flight Attendant will be provided with materials related to a recurrent training home study course, including access to Computer Based Training (CBT), at least thirty (30) days prior to the due date for completing the home study course. This shall not apply to a de-qualified Flight Attendant.
2. Nothing in this Section shall apply to initial new hire training.

Section 17 — SAFETY AND HEALTH

- A.** The Company shall consider the recommendations of the MEC Safety Committee in matters affecting the safety and health of Flight Attendants, including such matters as configuration of safety or emergency equipment on the aircraft and suggestions regarding recurrent training.
- B.** The Company and up to two participants from the MEC Safety Committee shall meet quarterly or at other times by mutual agreement to discuss issues relating to Flight Attendant safety. Release from flight duty and flight pay loss for such meetings shall be as specified in Section 27.
- C.** A Flight Attendant shall not be required to perform a bomb search, other than in flight (i.e. the plane is in the air), and shall not be required to remain onboard an aircraft during such a search. The Company will continue to provide Flight Attendant training, as provided by law, on conducting such searches.
- D.** The Company will notify the MEC President within thirty (30) days following the Company's acquisition of a new aircraft type (including a different series from the same manufacturer). Upon written request, the General Manager, Inflight or her/his designee, will meet with the MEC Safety Committee Chair at a mutually agreeable time and place to discuss issues and concerns affected by such aircraft acquisition. The MEC Safety Chairperson or a qualified Union representative shall be allowed to attend government-required emergency evacuation demonstrations or partial demonstrations for a new aircraft type.
- E.** On a monthly basis, the Company will provide the MEC Safety Chairperson with a written report containing a description of Flight Attendant on the job injuries/illnesses reportable on the OSHA 300 report. Such report shall not contain Flight Attendant identifying information.

F. Emergency Response

1. In the event an aircraft accident (as defined by the NTSB) or hijacking/ air piracy involving Company aircraft and Flight Attendants, the Company will notify the MEC President as soon as reasonably practicable provided the Company is not restricted from doing so by law or governmental authority. "Hijacking/air piracy" involves the seizure or attempted seizure of a Company aircraft with a Flight Attendant onboard by actual or threatened force or violence. The Company will meet with the MEC Safety Committee in accordance with paragraph B, above, to discuss and consider recommendations regarding notification procedures for other agreed-to serious incidents involving Flight Attendants.
2. In the event of an aircraft accident (as defined by the NTSB), involving Company aircraft and Flight Attendants, the Company will not take any action to hinder AFA's access to the crash site. In the event of such accident, the MEC Safety Chairperson or her/his qualified designee will be released from duty, upon request, pursuant to Section 27. The Company will assist AFA representatives with transportation to the crash site in accordance with Company policy for other employee union representatives traveling to the crash site.
3. Should the Company, a government agency, or a court of law request or require that a Flight Attendant be interviewed or questioned as part of an investigation involving a Company aircraft, she/he will be released from the schedule to comply. If the Flight Attendant is interviewed or questioned by a government agency or court of law as part of a government investigation involving an aircraft accident (as defined by the NTSB) that does not involve charges/allegations against the Flight Attendant or if the Company schedules a meeting with a Flight Attendant as part of a non-disciplinary investigation (as it relates to the Flight Attendant) into an aircraft accident (as defined by the NTSB), the Flight Attendant will be pay protected for any time lost to the meeting and, if necessary, the Flight Attendant will be provided with positive space travel to and from the meeting.

G. Hostilities

When informed by a government agency or flying partner(s) of political hostilities/disruptions which may present a danger to the safety of Flight Attendants at locations into which they are required to fly, such information will be shared with the MEC President. At the request of the MEC President or designee, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

Section 18 — INSURANCE, RETIREMENT AND BENEFITS

A. Medical and Dental Insurance

The Company will maintain a medical and dental insurance program for Flight Attendants. Subject to eligibility requirements discussed in Section 14, Leaves of Absence, Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution level as other Company employees.

1. The Company will notify the Union prior to implementing benefit changes (e.g. increasing deductibles or co-pay) or premium increases and provide an opportunity for discussion.
2. Beginning in the plan year 2014, the Flight Attendant's cost sharing contribution under the Health Benefits Plan for the employee only tier shall not exceed thirty-eight percent (38%) of the total COBRA cost and the Flight Attendant cost for all other tiers shall not exceed fifty percent (50%) of the total COBRA cost.
3. No less than thirty (30) days prior to the beginning of the annual open enrollment period, the Company's insurance broker shall provide to the Union its COBRA cost for the following year calculated in compliance with all applicable laws and regulation.

B. Life/AD&D/Disability

1. The Company shall maintain life, accidental death and dismemberment (AD&D), and long-term, disability insurance programs for Flight Attendants.
2. Life & Accidental Death & Dismemberment Insurance.
 - (a) The Company shall provide at no cost to the Flight Attendant, life and accidental death and dismemberment benefits in an amount equal to one and one-half (1½) times the Flight Attendant's annual earnings.
 - (b) Flight attendants are eligible for optional group life and accidental death and dismemberment insurance coverage, in an amount up to \$500,000 subject to evidence of insurability as required by the insurer. Premiums for such coverage shall be paid by the Flight Attendant.
3. Long Term Disability. Flight Attendants shall be eligible on the same terms and conditions as other Company employees for the Company's Long Term Disability Insurance Program.

C. Other Insurance Programs

Should the Company introduce any other insurance coverage the Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution levels as other Company employees.

D. 401k

1. Subject to the requirements of applicable law, the Company shall maintain a 401K plan which Flight Attendants shall be eligible to participate in.

2. The Company shall make matching contributions in an amount equal to:

Years of active service completed:

Upon completing year one (1) to completion of year four (4): Company match of fifty percent (50%) of the Flight Attendant's salary deferral up to four percent (4%) of compensation. (Maximum match of two percent (2%) of compensation).

Upon completing year four (4): Company match of fifty percent (50%) of the Flight Attendant's salary deferral up to six percent (6%) of compensation. (Maximum match of three percent (3%) of compensation).

3. A Flight Attendant shall immediately be vested in her/his contributions and earnings. The Company contributions to the Plan plus the earnings they generated are vested as follows:

a. 3 completed YOS 100%

b. If a Flight Attendant becomes disabled and qualifies for Social Security (SSDI) or dies he/she shall be 100% vested in all employer contribution accounts and earnings.

4. Retirement benefit improvements and/or additions offered to other Company employees made during the term of this Agreement shall be made available on the same basis to the Flight Attendants.

E. Employee Passes

1. A Flight Attendant will be granted no less favorable interline and on-line privileges than other Company employees. The Company will use its best efforts in securing interline passes and reduced-rate transportation.
2. Compass Flight Attendants shall continue to have priority on Compass flight attendant jumpseats over non-Compass employees except for those persons listed in the FAM including but not limited to: secret service, FAA and/or NTSB personnel, flight attendants assigned to work the flight, and/or other employees on Company business.
3. A Flight Attendant who retires from the Company shall be entitled to retirement travel benefits, if available, in accordance with the Company's pass travel policy as well as the Company's code share partner's eligibility criteria for retiree travel. Following a Flight Attendant's retirement, if either Company policy or the Company's code share partner's policy changes eligibility requirements, and the Flight Attendant no longer qualify for those benefits or retiree travel benefits are eliminated, then the Flight Attendant's benefits shall cease.

- F.** For purposes of the Section, "employee" shall be defined as a full-time, hourly, non-management Compass Airlines employees except those who are covered by a collective bargaining agreement, including but not limited to Compass Airlines pilots.

Section 19 — EMPLOYEE ASSISTANCE PROGRAM (EAP), PROFESSIONAL STANDARDS AND DRUG TESTING

A. Employee Assistance Program (EAP)

1. The AFA-CWA Employee Assistance Program (EAP) described in this Agreement refers to Compass Flight Attendants that have been trained by AFA to counsel fellow Flight Attendants in a peer-to-peer format. The parties agree that the AFA-CWA EAP is a helpful component in providing EAP resources to Flight Attendants. To that end, when Inflight management provides EAP information to Flight Attendants during new hire orientation or recurrent training or refers a Flight Attendant to EAP resources, including for performance concerns or an aircraft incident or accident, the manager will include contact information for the AFA EAP. The inadvertent failure to provide such information to a Flight Attendant will not result in a grievance pursuant to this Agreement. Nothing herein shall be interpreted to prohibit referral to another program, including the Company EAP, or to prohibit any other Company action in accordance with this Agreement.
2. The Union may promote the AFA-CWA EAP by posting Program information on the Union's bulleting board(s). The Union may distribute such information via the Flight Attendant v-files, with prior Company approval.
3. The Company and the MEC EAP Chairperson shall meet quarterly regarding EAP issues of concern to either party relating to Flight Attendants. Such meetings shall be scheduled at mutually-agreed upon times and locations.

B. Professional Standards

1. Should a Flight Attendant professional standards problem come to the attention of the Company (i.e., a conflict between Flight Attendants or a conflict between a Flight Attendant and a member of another employee group which affects their professional interaction and/or conduct of a Flight Attendant that reflects unfavorably upon the profession) the Company may, at its sole discretion, refer the employees to the Union Professional Standards Committee (UPSC). Nothing herein shall be interpreted to require such referral, to prohibit referral to another program, such as the Company or AFA EAP, or to prohibit any other Company action in accordance with the Agreement.

2. Whenever the Company elects to refer a dispute to the UPSC, the UPSC will have a designated period of time, as established by the Company, in which to attempt to resolve the problem. During the designated period, the Company will hold in abeyance any flight attendant disciplinary action. Should the Company determine during the designated period that legal or other concerns require further Company action with respect to the underlying matter, it will so notify the UPSC, which will end the process noted in this Subsection, and proceed with such Company action in accordance with the Agreement.
3. The UPSC agrees to encourage the individuals involved to discuss the matter privately in a forthright and reasoned manner in an attempt to resolve the dispute. Failing this, the UPSC will elicit all sides of the story and counsel all parties at a peer level. Generally, such discussions will be held via the telephone with no records being kept to insure confidentiality.
4. Should the conflict fail to be resolved through the methods set forth above, the employees involved will be invited to a UPSC meeting. After each employee has had the opportunity to present her/his view of the matter, the UPSC will seek a commitment from the parties involved to end the conflict and work together in the future constructively and without dissension or consternation. Should any participant refuse to participate in such a UPSC meeting, the UPSC will so advise the Company and the process noted in this Subsection will end.
5. At or before the end of the designated period, the UPSC will make a written report to the General Manager, Inflight, or her/his designee, that either "the problem is resolved" or that "the UPSC is unable to resolve the matter and cannot be of any further assistance." In the event the UPSC reports that the problem has been resolved, the Company may, in its discretion, confirm with the participants in the dispute that they are satisfied with the resolution achieved by the UPSC.
6. In the event that successful resolution of the problem is not obtained by the UPSC within the designated period, the Company may take whatever action it deems necessary and appropriate that is not inconsistent with the Agreement. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused during the period that the matter was under referral to the UPSC will not be raised by the Union or the Flight Attendant(s) as a defense to the disciplinary action. Neither will the Company cite the Flight Attendant's involvement with the UPSC (as opposed to the underlying performance issue) or the failure of the UPSC to arrive at successful resolution as supporting the Company's position. Barring mutual agreement, no UPSC member involved in UPSC work with respect to a specific matter will testify in any arbitration pursuant to this Agreement with respect to such UPSC proceeding.

7. The existence of the procedures delineated above will in no way alter or diminish the Company's authority to ensure proficiency and air safety nor will this agreement or the procedures herein abridge or infringe upon a Flight Attendant's or the Company's rights under the Agreement.

C. Drug and Alcohol Testing

1. A Flight Attendant will submit to drug and/or alcohol testing in accordance with applicable law, including Department of Transportation (DOT) regulations, and Company policy.
2. Except as otherwise prohibited by applicable law, where the Company performs a non-DOT drug or alcohol test, it will utilize the testing procedural safeguards (e.g. collection procedures, split sample testing, MRO review) of the DOT regulations. Nothing herein affects Company policy with respect to non-procedural drug and/or alcohol issues, such as additional substances subject to testing, prohibited blood alcohol levels, prohibited pre-duty alcohol consumption, or discipline for violations of Company policy. Flight Attendants will not be tested for substances for which pilots are not tested.
3. Blood testing will not be required, unless mandated by applicable law.
4. Except as otherwise provided for in applicable law, a Flight Attendant will normally be notified of a random test only during her/his duty period (at or after checking in and prior to leaving the check-out area for rest). Except as otherwise provided for in applicable law, a Flight Attendant will not be normally called in on a day off to submit to a random drug or alcohol test. Nothing herein prohibits the Company from conducting random testing just prior to, during or after a duty period.
5. The Company will bear the cost of a drug or alcohol test, except in the event that a Flight Attendant selects testing of the split specimen, in which case she/he shall be responsible for all costs associated with the split specimen test, including processing, handling, shipment and MRO review. If the second sample tests negative, the Company will bear the cost of the split sample test.
6. A Flight Attendant removed from a trip or portion thereof in connection with a random drug or alcohol test will be paid for the portion of the trip removed if the test result is negative. In addition, a Flight Attendant with a negative random test result will be paid one (1) hour per visit above the guarantee or adjusted guarantee if she/he was required to go off airport premises in order to take the test(s).

7. The Company will provide transportation or reimburse actual taxi expenses for a Flight Attendant required to travel off airport premises for a required drug or alcohol test, which may be done through a voucher from a preferred provider for transportation to the testing facility.
8. Where a Flight Attendant is subject to testing after completion of a duty period, the Flight Attendant may contact Crew Scheduling so that Crew Scheduling may address any issues related to FAR or contractual required rest.
9. If a Flight Attendant who has not violated Company policy and/or DOT regulations on drug and/or alcohol use or testing comes forward seeking drug or alcohol rehabilitation assistance prior to notification that she/he must undergo drug or alcohol testing, she/he will be afforded the opportunity to pursue such assistance.
10. The Company will notify the Union of any material change in its drug or alcohol testing program that affects Flight Attendants and will provide the Union with an opportunity to meet and confer with respect to any such change prior to implementation. Should a legal requirement make such opportunity for notice and/or discussion prior to the implement impossible or impractical, the notice and opportunity to meet and confer will be provided as soon as practical.
11. In the event there is a conflict between the Subsection and the requirements of applicable law, including DOT regulations, applicable legal requirements shall govern.

Section 20 — UNIFORMS

- A.** Except as otherwise provided for in this Agreement, a Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company in accordance Company policy.
- B.** The Company will pay one-half ($\frac{1}{2}$) the cost of the initial required uniform. Payment for initial uniforms may be made through the payroll deduction method, in the amount designated by the Flight Attendant, but not less than fifteen dollars (\$15) per pay period. Any balance remaining at the time of resignation or termination will be deducted from the Flight Attendant's final paycheck. In the event there are insufficient funds to cover the entire balance due the remaining balance shall be immediately due and payable to the Company.
- C.** Each Flight Attendant shall receive twenty dollars (\$20) per month to be for uniform maintenance. The Company may require Flight Attendants to replace any worn or ill fitting uniform garment(s).
- D.** If the Company initiates a complete change in the basic uniform style or changes a required piece without a phase-in period in which Flight Attendants are permitted to wear the changed piece, Flight Attendants will be provided with a new required uniform for all required changed pieces at no expense to the Flight Attendant.
- E.** The Company shall provide to each Flight Attendant one (1) set of wings and one (1) nametag.
- F.** The Company shall make maternity uniform options available for purchase.
- G.** A Flight Attendant may wear the official AFA national pin on the right side of the uniform or as a tie tack.
- H.** Within the constraints of the Company's code-sharing partners uniform requirements, Company shall consider recommendations by the Union regarding uniform issues and prior to making any substantial changes in the style, color, material or items of the uniform.
- I.** Each Flight Attendant will be furnished at no cost a Company ID card if such card is required by the Company. If the ID card is lost or stolen, the Flight Attendant will immediately report that information to the Company. If the ID card is stolen through no fault of the Flight Attendant and a police report is provided to the Company, it will be replaced at no cost to the Flight Attendant.

Section 21 — SENIORITY

A. Seniority Accrual

1. Seniority will begin to accrue from the first day of initial Flight Attendant training with the Company. This date will be the Flight Attendant's seniority date. A seniority number shall be assigned only after successful completion of the initial FAA-approved training course, including IOE.
2. In the event that more than one Flight Attendant or individual specified in Paragraph C.1, below, as the same date of hire, they will be placed on the seniority list according to the last four digits of their Social Security Number. The Flight Attendant, or individual specified in Paragraph C.1, below, with the lowest last four digits will be awarded the most senior position in the class. In the event that two or more Flight Attendants or individuals specified in Paragraph C.1, below, have the same last four digits, the number preceding the last four digits will be used to determine the seniority number. Seniority positions will be awarded in order of their numbers, with the highest Social Security Number receiving the lowest seniority number.
3. Except as otherwise noted in this Agreement, Flight Attendant seniority will accrue based on length of service as a Flight Attendant.

B. Probation

1. A Flight Attendant shall be on probation for the first two hundred seventy (270) days of cumulative active service with the Company as a Flight Attendant commencing upon successful completion of the Initial Operating Experience (IOE). The Company may extend the probationary period to a total of three hundred sixty-five (365) days for performance or disciplinary issues.
2. Discipline or termination of a probationary employee will not be subject to the Grievance and System Board of Adjustment procedures of this Agreement. However, a probationary Flight Attendant will have access to the Grievance and System Board of Adjustment procedures regarding non-disciplinary contractual disputes.

C. Inflight and Other Company Positions

1. A Flight Attendant who is hired into or transfers into an Inflight related Company position, including managers, supervisors and trainers, shall retain seniority and shall accrue seniority provided she/he maintains regulatory currency.
2. A Flight Attendant who transfers into a non-Inflight related Company position shall retain seniority and shall accrue seniority for a period of one (1) year. After one (1) year in a non-Inflight related Company position, he/she shall be considered to have voluntarily relinquished her/his position on the Flight Attendant Seniority List.

D. Seniority List

1. The Company will post the Flight Attendant System Seniority List ("the Seniority List") each January 1 and July 1. The Seniority List will be posted electronically and on the Company bulletin board at each domicile and an electronic spreadsheet copy will be given to the MEC Chairperson. The Seniority List will be arranged in seniority order, and will include each individual's name, seniority number, employee number, seniority date, and domicile.
2. A Flight Attendant will be permitted a period of thirty (30) calendar days after the posting of each Seniority List in which to protest in writing to the Company any omission or incorrect positioning affecting said Flight Attendant's individual seniority. The Seniority List will become final at the end of the 30-day period if no protest is raised and a Flight Attendant may not thereafter protest the same alleged error or omission on any subsequent Seniority List.
3. The Seniority List in effect as of the date of this Agreement is deemed correct and not subject to challenge.

E. General

1. Subject to other provisions in this Agreement, seniority shall govern all Flight Attendants in the following areas: Sections 3, 6, 7, 9, 12, 13, 14, 18 and 21.
2. A Flight Attendant will forfeit seniority rights and her/his name will be removed from the Seniority List if she/he resigns, retires, is terminated and not reinstated, fails to return from a leave of absence, fails to accept recall from furlough in accordance with Section 12, or is not recalled within the time period noted in Section 12 and as otherwise noted in this Agreement.

Section 22 — NON DISCRIMINATION

The Company and the Union agree that they will comply with all applicable state and federal laws which prohibit discrimination. For further information regarding the Company's non-discrimination policy refer to the Compass Employee Handbook.

Section 23 — AGENCY SHOP AND DUES CHECK OFF

- A.** Each Flight Attendant who fails to voluntarily acquire or maintain membership in the Union will be required as a condition of continued employment beginning 30 days after the completion of his/her probationary period, to pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. This service charge will be an amount equal to the Union's regular and usual dues and periodic assessments, including MEC assessments.
- B.** The provisions of the Section will not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as generally applicable to any other Flight Attendant, including Flight Attendants who transfer to an Inflight related Company position or non Inflight related Company position as described in Seniority Section C, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation (or reinstatement) fee, or to any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C.** If a Flight Attendant covered by this Agreement becomes delinquent in the payment of his/her service charge or membership dues, the Union will notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the General Manager, Inflight, or her/his designee, that she/he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant and that she/he must remit the required payment within a period of fifteen (15) days or be discharged.
- D.** If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union will certify in writing to the General Manager, Inflight, copy to the Flight Attendant that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The General Manager, Inflight will thereupon take proper steps to discharge such Flight Attendant from the service of the Company.

- E.** A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:
1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification by the General Manager, Inflight as provided in Paragraph D above. The request must be submitted to the General Manager, Inflight, or an appropriate designee, who will review the grievance and render her/his decision in writing not later than five (5) days following receipt of the Flight Attendant's grievance.
 2. The General Manager, Inflight or appropriate designee, will forward her/his decision to the Flight Attendant, with a copy to the Union. Said decision will be final and binding on all interested parties until appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within specified period, either the Company or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne by the Union.
- F.** During the period a grievance is being processed under the provisions of this Section, and until final award by the General Manager, Inflight, or an appropriate designee, or neutral referee, the Flight Attendant will not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.
1. If a Flight Attendant is discharged by the Company, and such discharge is sustained by a neutral referee, such Flight Attendant, under the provisions of this paragraph will be deemed to have been "discharged for cause" within the meaning of the terms of this Section.
 2. It is agreed that the Company will not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.
 3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

- G.**
1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement except those described in Section B above and remit to the union, membership dues uniformly required by the Union, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues", also be known as a Service Charge and Dues Form, will be prepared and furnished by the Union.
 2. When a member of the Union properly executes such Service Charge and Dues Form, the Treasurer of the Union will forward an original copy to the General Manager, Inflight, Compass Airlines. Any Service Charge and Dues Form which is incomplete, or improperly executed, will be returned to the Treasurer. A Flight Attendant may revoke his/her Service Charge and Dues Form upon thirty (30) days notice of such revocation. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the General Manager, Inflight, Compass Airlines, with a copy to the Union. Service Charge and Dues Forms and notices received by the Company will be date stamped on the date received and not when mailed.
 3. When a Service Charge and Dues Form, as specified herein, is received by the General Manager, Inflight, Compass Airlines, on or before the first day of the month, will be effective as of the first day of the calendar month following receipt and will continue thereafter until revoked or canceled as provided in this Section.
 4. The Company will remit to the Union a Company check for payment of all dues collected on a given payday, on or as soon after the payday as possible, but in no event later than five (5) business days after payday. The Company remittance of the Union membership dues to the Union will be accompanied by an electronic listing of names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made.

5. No deduction for the Union dues will be made from wages of any Flight Attendant who has executed a Service Charge and Dues Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment pursuant to this Section and of the Railway Labor Act, as amended.
6. The Company will only make the standard initiation fee and monthly dues deductions provided by the Union. The Company will not make any other deductions for the Union, including assessments, notwithstanding any provisions to the contrary set forth on the standard Service Charge and Dues Form provided by the Union. It will be the responsibility of the Union to collect any other fees, including assessments.
7. Collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular period, will be the responsibility of the Union and will not be the subject of payroll deductions.
8. Deductions of membership dues will be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the monthly period in which her/his last day of work occurs, provided the amount earned is sufficient to allow for such deduction after all obligations to the Company have been satisfied.

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF DUES

TO:

I, _____ hereby authorize Compass Airlines to deduct from my earnings once each month \$_____, the standard monthly membership required by the Association of Flight Attendants Dues (or such standard monthly membership dues as my hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Union, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This Agreement and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the Agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Local Executive Council.

Signature of Employee _____

Employee Number _____

Classification Seniority Date _____

Domicile _____

Date of First Deduction _____

Note: This form may be used by non-members for monthly service charge deductions.

Please print name and address below:

NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP _____

Please complete and return to: Association of Flight Attendants-CWA
501 Third Street NW
Washington DC 20001
ATTN: AFA Membership Department

Section 24 — GENERAL

A. Orders in Writing

All orders to Flight Attendants involving a change in domicile assignment, furlough, recall, vacations awards and leaves of absence shall be stated in writing. The Company may use electronic means of communication for such communications when available, unless otherwise provided for in this Agreement.

B. Personnel File

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

C. Printing of Contract

After execution of this Agreement, the Company and the Union will share one half (1/2) of the cost of the printing of this Agreement. Each Flight Attendant shall be provided with a copy of this Agreement. The cost of printing shall be shared equally by the Company and the Union.

D. Crew Lounges

The Company will consider recommendations of the Union regarding the amenities for crew lounges.

E. Commuter Policy

The Company shall continue to maintain the current commuter policy (i.e. the 08/10/10 Compass Commuter Policy).

F. Savings Clause

Should any part or provision of this Agreement be rendered or declared invalid, inoperative or unlawful by reason of any existing or subsequently enacted legislation or regulation of any governmental agency or by any decree of a court of competent jurisdiction, such invalid, inoperative or unlawful part or provision of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect. In the event any part or provision of this Agreement is rendered invalid, inoperative or unlawful as described above, the Company and the Union will meet to discuss any required amendments.

Section 25 — DEADHEADING

- A.** Deadheading Definition: Time spent by a Flight Attendant, not as a working crew member, traveling between two points to or from flight duty, Temporary Duty, or training at the direction of the Company.
- B.** A Flight Attendant will be required to deadhead only on air carriers or corporate aircraft certificated under Part 121 or Part 135, or via surface transportation. Single engine aircraft will not be used for deadheading, except by the agreement of the Flight Attendant and the Company.
- C.** The Company will provide a suitable means for all surface deadheading, including requiring suitable insurance from the carrier or person providing the transportation.
- D.** If deadheading is the only remaining assignment prior to release, upon completion of the last operated segment, a Lineholder may request to be released from the deadhead assignment. If no further assignment is reflected on the Lineholder's schedule and the Lineholder is not subject to further assignment during the duty period, the Company will grant such release, and the Lineholder will not be paid and credited for such deadhead assignment. A Reserve on her/his last day of availability may be granted release from such deadhead, without pay and credit, at the discretion of Crew Scheduling.
- E.** Pay Treatment
 - 1. A Flight Attendant who is required to deadhead shall be paid and credited at the rate of seventy-five percent (75%) of the scheduled credit time of the trip, or seventy-five percent (75%) actual block time, whichever is greater.
 - 2. A Flight Attendant who is required to deadhead by surface transportation shall receive pay and credit time at the rate of seventy-five percent (75%) of the time spent enroute.

Section 26 — MANAGEMENT RIGHTS

Except as expressly restricted or modified by this Agreement, the Company retains all authority and rights to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire; to establish and, from time to time, amend, suspend or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment, and promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine size and composition of the Flight Attendant workforce; to furlough and recall; to establish new routes, service, schedule and area of services; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

Section 27 — UNION ACTIVITIES

A. The Company agrees to provide space at Flight Attendant domiciles for the placement (at Union expense) of a glass enclosed, secured Union bulletin board of a size similar to the predominant size bulletin board used by the Company as an Inflight bulletin board(s). Such board shall be used for the purpose of posting notices signed by authorized Union officials related to Union meetings and other Union matters. The Union will provide the General Manager, Inflight or her/his designee with a copy of the material that it intends to post at least twenty-four (24) hours prior to posting. Materials on the Union bulletin board will not contain defamatory, derogatory, or inflammatory material. Any material not in accordance with this Section shall not be posted, or, if posted, shall be removed at the Company's request. A Flight Attendant designated by the Union at each domicile will be given a key to the bulletin board.

B. Mailboxes

The Company agrees to allow the union to place MEC authorized materials in Flight Attendant V-files. The Union will provide the General Manager, Inflight or her/his designee with a copy of materials it intends to distribute in Flight Attendant mailboxes at least twenty-four (24) hours prior to distribution. Such communications will not contain defamatory, derogatory, or inflammatory material. Any material not in accordance with this Section shall not be distributed or, if distributed, shall be removed at the Company's request.

C. Pass Travel

The Company shall allow pass travel for Union business on the Company flights as follows:

A Union representative who is an active employee of the Company may use her/his passes for conducting Union business in the same manner and cost as if she/he were on personal business.

D. Release from Duty and Flight Pay Loss

1. Subject to operational requirements, the Company will approve requests by the MEC and/or LEC President for the release from duty of Flight Attendant(s) to conduct union business.
2. If the need for the absence is known prior to PBS bidding, the MEC and/or LEC President will notify the General Manager, Inflight, in writing, of the identity of Flight Attendant(s) requesting release from flight duty no later than noon central time the 10th day of the month prior to the month of the known absence.

Example: Notification for known absences on April 13-15th must occur no later than noon central time on March 10th.

3. Known absences included in a Flight Attendant's monthly preferential bid schedule pursuant to paragraph 2, above, will be coded as "AFA." A Lineholder will receive pay and credit of five (5) hours at her/his hourly rate for each day of such known absence. Such pay and credit will be placed in her/his PBS line as PBS pre-assigned credit.
4. If the need for the absence is not known prior to PBS bidding, in accordance with paragraph 2, above, the MEC and/or LEC president may submit a request for release from flight duty for the purposes described in paragraph 1, above, in writing to the General Manager, Inflight as far in advance as possible, but not later than four (4) days prior to the requested day(s) off. The Company will consider requests which are unable to meet the timelines specified above on a case by case basis.
5. A Flight Attendant who misses a trip as a result of paragraph 4, above, will receive full pay and credit for the dropped trip(s).
6. A Flight Attendant who misses a day of reserve duty pursuant to this section, will not have her/his minimum monthly guarantee reduced as a result of such missed duty. The Company will invoice the Union for the pro-rata daily value of the minimum monthly guarantee of 3:30 per day of missed reserve duty at the Flight Attendant's hourly rate.
7. The Company may approve, at the Company's discretion, a Union request for a partial trip drop for union business.

8. The Company will invoice the Union for the amounts paid to Flight Attendants pursuant to this Letter of Agreement. This invoice will include, in addition, a 24% override. The Company will make its best efforts to invoice the Union on a monthly basis for amounts paid to Flight Attendants in the prior month but not later than the 2nd month after the month in which the Flight Attendant was paid for the absence.

Example: For a Flight Attendant paid for a union business absence in June, the Company will attempt to invoice the Union in July but no later than August. The Union will reimburse the Company within 30 days after receipt of an invoice.

- E.** The Company shall provide the MEC President with a monthly updated seniority list and bid packet which would reflect separations, domicile assignments, assignment to management or other non-Flight Attendant assignments, furloughs, and leaves of absence of more than thirty (30) days. This information will be transmitted electronically or using another agreed upon method.

F. New Hire

The Company will allow a representative of the Union who is a Company Flight Attendant up to sixty (60) minutes at a time designated by the Company to address interested new hire Flight Attendants. The purpose of such presentation shall be to introduce the Flight Attendants to the Union and its officers and to distribute membership applications and dues check off forms. The Union shall not make negative or inflammatory remarks about the Company or its employees during such presentations. Should the Company believe negative or inflammatory remarks were made, it may require that the Union representative end the presentation immediately. The Union will take immediate steps to correct the matter and prevent its reoccurrence. Should the Union's efforts fail, the Union will forfeit its rights under this Section. A representative of the Company may attend the Union presentation.

Section 28 — PRISONER, HOSTAGE OR HIJACKING BENEFITS

A. Retention and Accrual of Benefits and Pay

1. A Flight Attendant who, while performing duties in the service of the Company, becomes missing, is interned or is taken prisoner of war by a foreign government, is hijacked or is held hostage, through no willful fault of his/her own, will be entitled to continuation of the following as though she/he were active:
 - a. Retention and accrual of seniority, longevity, sick and vacation;
 - b. monthly compensation calculated as the average monthly compensation of the Flight Attendant's last four months of active service;
 - c. applicable insurance and travel benefits, including for dependents;
 - d. retirement fund contributions normally made by either the Flight Attendant or the Company to his/her account.
2. The monthly compensation noted above shall be credited to the Flight Attendant on the books of the Company and shall be disbursed in accordance with the Beneficiary Designation from the Flight Attendant, as noted in paragraph D. below. In the absence of such Beneficiary Designation, all monies provided for herein shall be placed into an interest-bearing account in the Flight Attendant's name at a financial institution of the Company's choice and, in the event of the Flight Attendant's death, shall be paid to the legal representative of the Flight Attendant's estate.

B. Cessation of Benefits

Benefits pursuant to paragraph A., above, shall cease at the earliest of:

1. The date on which the Flight Attendant returns to active or inactive status with the Company, including a leave of absence, after her/his release from captivity; or
2. The date on which the Flight Attendant is known or presumed to be no longer alive. In the absence of knowledge on the part of the Company as to whether such Flight Attendant is alive, the Flight Attendant will be presumed no longer alive after a period of eighteen (18) months from the date such Flight Attendant was last known to the Company to have been missing, interned, held prisoner of war, hijacked or held hostage. If such Flight Attendant is subsequently discovered to be alive, she/he shall receive compensation as specified in Paragraph C, below.

- C.** A Flight Attendant whose benefits cease pursuant to paragraph B.2., above, shall be entitled to death and survivor benefits pursuant to the applicable insurance policy or policies. If a Flight Attendant who has been paid death/survivor benefits pursuant to this Section is later found to be alive, she/he shall receive retroactively the difference in pay between the total compensation (including death benefits) paid under this Section and the monthly amounts she/he would have been due under this Section had the Company known she/he was alive. If the Flight Attendant remains interned or imprisoned, monthly payments shall then be resumed for the duration of internment or imprisonment pursuant to paragraph B., above. If the death/survivor benefits are greater than the benefits provided pursuant to this Section, the Flight Attendant shall reimburse the Company for the excess received.

D. Flight Attendant Directions

The Company will forward to each Flight Attendant and request that she/he execute and deliver to the Company the following written direction:

HIJACKED, INTERNED, PRISONER OF WAR BENEFITS BENEFICIARY
DESIGNATION

TO: COMPASS AIRLINES LLC

You are hereby directed to pay all monthly compensation allowable to me under the above titled Section and any other benefits due to me under the provisions of this Agreement while I am missing or resulting from my death or any other condition which causes direct payment to be impossible as follows:

_____ % of my monthly pay to:

(Name)

(Address)

(City, State, Zip Code)

as long as that person is living.

The balance, if any, and any amounts accrued after the death of the person named in the above designation, will be held for me or in the event of my death before receipt thereof, will be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by signing another Beneficiary Designation form, and any such modification will become effective upon receipt of such form by the Company. Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making further payments with respect thereto.

Signature

- E.** The Company shall issue annually an electronic reminder to all Flight Attendants to review and update, if necessary, the Beneficiary Designation form provided in paragraph D. above.

Section 29 — MEDICAL EXAMINATIONS

- A.** If the Company questions the fitness of a Flight Attendant, the Company may require a Flight Attendant to submit to a medical examination by a Company designated medical examiner. The Flight Attendant shall be furnished a copy of the Company's medical examiner's report. The Company will pay the cost of such medical examination that is not covered by the Flight Attendant's medical insurance. The Flight Attendant will not be responsible for any cost related to use of medical insurance for the examination, such as co-pay or deductible.
- B.** A Flight Attendant who fails to pass a Company required medical examination may at her/his option, have a review of her/his case in the following manner:
1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner of the Company.
 2. A copy of the findings of the medical examiner employed by the Flight Attendant will be furnished to the Company within ten (10) days following the receipt by the Flight Attendant of the report of the Company's medical examiner. In the event that such findings verify the findings of the medical examiner employed by the Company or if the Flight Attendant fails to furnish the report to the Company within said time, no further review of the case will be afforded.
 3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Flight Attendant, ask that the two medical examiners agree upon and appoint as promptly as possible, but no later than fifteen (15) days, a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination.

4. The said disinterested medical examiner will then promptly make a further examination of the Flight Attendant in question and the case will be settled on the basis of these findings. If the disinterested medical examiner determines that the Flight Attendant was fit for duty at the time that the Company-designated medical examiner determined otherwise, the Flight Attendant shall be compensated for any loss of pay during the time she/he was incorrectly withheld from service.
 5. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's reports will be furnished to the Company and to the Flight Attendant.
- C.** In the event that the Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described above, the provisions of Section 8, Sick Leave and Section 14, Leaves of Absence will be applicable from the date she/he is withheld from service.

Section 30 — EFFECTIVE DATE AND DURATION

This Agreement shall become effective May 1, 2013, and shall remain in full force and effect until April 30, 2018, and shall renew itself without change each succeeding May 1st thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, at least one hundred and eighty (180) days prior to, or any May 1st thereafter. Upon request of either party, the parties agree to commence such negotiations three hundred sixty-five (365) days prior to April 30, 2018.

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

IMPLEMENTATION TIME LINE

COMPASS AIRLINES LLC

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Memorandum of Understanding is made and entered into with the Railway Labor Act, as amended, between Compass Airlines LLC (the "Company") and the Flight Attendants in the service of the Company as represented by the Association of Flight Attendants, AFL-CIO (the "Association").

This shall confirm our agreement reached in our recent negotiations that implementation of the following provision of the Basic Agreement shall occur as follows:

- A. Section 6 (Scheduling) be effective May 1, 2013, except:
 - 1. Section 6.A. This provision will become effective with the July, 2013 bid period.
 - 2. Section 6.C.3.a. The increase to the minimum number of days off per month effective June 1, 2013.
 - 3. Section 6.C.3.B. "A reserve line will contain a minimum of one three-day block free from duty. A Reserve may waive the three (3) calendar block day limitation." This will be effective June 1, 2013 with the exception of the waive option which requires programming changes targeted for completion and implementation by August 1, 2013.
 - 4. Section 6.H.13.a.b.c. Programming changes are required and are targeted for completion and implementation by May 6, 2013.
- B. Section 8 (Sick Leave)
 - 1. Section 8.A. Programming changes are required to implement the new accruals. Completion and implementation are targeted for July 1, 2013. New accruals will be effective May 1, 2013.
- C. Section 9 (Vacation)
 - 1. Section 9.A.2. Programming changes are required to implement the new accruals. Completion and implementation are targeted for July 1, 2013. New accruals will be effective May 1, 2013.
 - 2. Section 9.D.3. Programming changes are required and are scheduled for completion and implementation for the August, 2013 bid month.

SIGNATURES

All parties to this MOU are entering into this agreement voluntarily.

FOR:

COMPASS AIRLINES LLC

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

Kim Fredette
General Manager, Inflight

Catriona Bagley
AFA MEC President

Kevin D. Burian
General Manager, Crew Administration

Suzanne Balzer
AFA-CWA Negotiator

SIGNATURES

In witness whereof, the parties have signed this Agreement this

2nd day of May, 2013.

COMPASS AIRLINES LLC

Brian M. Randow
Vice President & Chief Operating Officer

Kim Fredette
General Manager, Inflight

Kevin D. Burian
General Manager, Crew Administration

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Veda Shook
International President, AFA-CWA

Catriona Bagley
AFA MEC President

Michael Nelson
AFA Negotiation Committee

Sam Ward
AFA Negotiation Committee

Suzanne Balzer
AFA-CWA Negotiator