

## **Agreement to Tentative agreement March 20, 2025**

FOR:  
ASSOCIATION OF FLIGHT  
ATTENDANTS - CWA, AFL-CIO

FOR:  
NORSE ATLANTIC AIRWAYS

/s/ \_\_\_\_\_  
Katarzyna Mroczek  
MEC President

/s/ \_\_\_\_\_  
Ben Bjoerkholt-Boiling  
Managing Director UK



# **Collective Bargaining Agreement**

**Between:**

**Norse Atlantic Airways ASA**

**&**

**the Cabin Crew of Norse Atlantic Airways**  
Represented by the Association of Flight Attendants-CWA, AFL-CIO

# Table of Contents

<b>Article 1 - Recognition, Scope, Successorship, and Merger.....</b>	<b>3</b>
<b>Article 2 - Definitions.....</b>	<b>6</b>
<b>Article 3- Compensation, Payroll, and Allowances.....</b>	<b>8</b>
<b>Article 4 - Personal Days, Sick Days and other Short-Term Absence.....</b>	<b>13</b>
<b>Article 5 - Hotel and Layover Requirements.....</b>	<b>15</b>
<b>Article 6 - Scheduling.....</b>	<b>17</b>
<b>Article 7 - Special Qualification Cabin Crew.....</b>	<b>22</b>
<b>Article 8 - Crew Bases and Moving Expenses.....</b>	<b>25</b>
<b>Article 9 - Vacation.....</b>	<b>27</b>
<b>Article 10 - Leaves of Absence.....</b>	<b>29</b>
<b>Article 11 - Seniority.....</b>	<b>35</b>
<b>Article 12 - Furlough and Recall.....</b>	<b>36</b>
<b>Article 13 - Health, Safety, and Environment.....</b>	<b>38</b>
<b>Article 14 - General and Miscellaneous.....</b>	<b>41</b>
<b>Article 15 - Uniforms and Luggage.....</b>	<b>45</b>
<b>Article 16 - Grievances.....</b>	<b>48</b>
<b>Article 17 - System Board of Adjustment.....</b>	<b>55</b>
<b>Article 18 - Benefits.....</b>	<b>60</b>
<b>Article 19 - Union Activities.....</b>	<b>63</b>
<b>Article 20 - Union Security.....</b>	<b>67</b>
<b>Article 21 - Charters.....</b>	<b>74</b>
<b>Article 22 - Duration.....</b>	<b>75</b>

# **Article 1 - Recognition, Scope, Successorship, and Merger**

## **A. RECOGNITION**

The Association of Flight Attendants-CWA is recognized as the duly designated and authorized representative of the Flight Attendants in accordance with the Norse Atlantic Airways Flight Attendants Certification File Number R-7597 issued by the National Mediation Board.

## **B. JOB PROTECTION**

1. The Company commits to directly employ all crew to ensure it is promoting fair competition, workers' rights, and the highest standards in safety and employment regulation.
2. As long as the Company maintains revenue flights to and from the United States, the Company shall continue to utilize US based CCMs.
3. If the Company does not maintain a minimum staffing of fifty percent (50%) of the flights to/from the United States with US-based CCMs, the Company shall not furlough CCMs covered by this agreement. If the Company plans to downsize operations, the Company will discuss with the AFA the rationale underlying the planned change. The Company shall provide the Union all relevant information, including written notification concerning the grounds for the downsizing of the US operation. The Company shall at the earliest opportunity enter into discussions with AFA with a view to avoid or reduce furloughs. If furloughs cannot be avoided, efforts shall be made to mitigate their adverse effects.
4. Company employees that are qualified as cabin crew members who are not regularly awarded a CCM schedule may fly as a cabin crew member as long as a CCM's pay is not affected.

5. Unless approved by the Union, a CCM shall not be required to perform work normally assigned to other workers including but not limited to aircraft cleaners, caterers, and handling agents.

#### C. SCOPE OF THE AGREEMENT

This Agreement shall be applicable to Flight Attendants employed by the Company assigned to bases located in the United States, its territories and possessions within the jurisdiction of the Railway Labor Act, as amended (“CCMs”). All CCM duties shall be assigned to and performed by Flight Attendants holding positions on the System Seniority List in accordance with the terms and conditions of this Agreement.

#### D. SUCCESSORSHIP

The provisions of this Agreement shall be binding upon any successor to the Company unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.

#### E. APPLICATION

The US-based cabin crew shall be directly employed by Norse Atlantic Airways AS and covered by the Company’s Norwegian AOC. This agreement shall be binding on Norse Atlantic ASA and all subsidiaries.

#### F. MERGER PROTECTION

In the event of any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition by the Company of another airline, which affects the seniority and employment rights of Cabin Crew on the Norse Atlantic Airways system Seniority List, the parties will make their best efforts to integrate the seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the

Flight Attendant groups affected. In the event of failure to agree, the dispute shall be resolved in accordance with Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protection Provisions, except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the AFA Merger Policy if both pre-transaction Flight Attendant groups are represented by the AFA.

#### G. REMEDIES

1. The Company specifically agrees to arbitrate any grievance filed by the Union alleging violation of this Article on an expedited basis directly before the System Board of Adjustment sitting with a neutral member.
2. The dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board and decided expeditiously no later than thirty (30) days after the closing of the hearing, unless the parties agree otherwise in writing.

## Article 2 - Definitions

**Active** – an “operating crew member,” as defined by the applicable Regulations.

**Agreement** – the current or amendable ratified collective bargaining agreement between the Company and the Union and all applicable addendums including but not limited to Side Letters, Letters of Agreement, or Memoranda of Understanding.

**Authorities** – national or supranational civil aviation agencies and governmental organizations that regulate the Company’s operation including, but not limited to, the International Civil Aviation Organization (ICAO), the European Aviation Safety Agency (EASA), and the applicable civil aviation authority(ies).

**Base** – the location assigned by the Company to the CCM from where the CCM normally starts and ends a duty period or a series of duty period; any location within 25 miles for training purposes

**Block Hour** – the time from block off at departure of a flight until block on following landing. Synonymous with *flight hour*.

**Cabin Crew Member** – any person employed by the Company to cabin crew duties on Company aircraft.

**CCM** – “CCM,” as used in this Agreement is a US-Based Cabin Crew Member of the Company who has completed initial and/or conversion training and passed all associated checks as prescribed by the Company, meets all civil aviation authority requirements, and whose name appears on the Seniority List.

**Commuters**- Crew members who do not live in base and who travel via air to base for duty

**Company** –Norse Atlantic Airways AS

**Day** – a “local day,” as defined by EASA Regulations.

**Day Off** – a “single day free of duty” as defined by EASA Regulations that is in base and not considered part of a pairing. On roster this is coded as F

**Duty** – “duty,” as defined by EASA Regulations.

**Hotel Standby** – “standby” as defined by EASA Regulations. Crew shall be *on-call* in the hotel, ready to leave the hotel in 90 minutes.

**Inflight Rest** – “break” as defined by EASA Regulations.

**Layover** – “rest period” as defined by EASA Regulations, while away from base.

**Mandatory Meeting** – any meeting that a CCM is required to attend, including bag checks and drug/alcohol tests.

**New Hire/Trainee** – anyone hired, recruited, or selected to fulfill the role as a CCM, who is not yet qualified as a CCM.

**Pairing** – a “rotation,” as defined by the Regulations.  
Synonymous with *trip*.

**Passive** – “positioning,” as defined by the EASA Regulations.

**Regulations** – the rules, guidelines, or protocols established by applicable Authorities.

**Reserve** – “reserve” as defined by EASA Regulations.

**Senior Qualified** – the most senior CCM holding the special qualification necessary to perform a particular duty (e.g., Purser with the most seniority).

**Seniority** – the period of time a CCM has served as a cabin crew member in the Company; commences with one’s “date of hire” as a cabin crew member. If more than one person has the same cabin crew member hire date, the older crew member will be more senior. Seniority continues to accrue until a CCM leaves the Company, regardless of any subsequent positions taken.

**Standby** – “standby” as defined by EASA Regulations. Synonymous with *on-call*.

**Union** – “Union” as used in this Agreement, is the Association of Flight Attendants-CWA (AFA-CWA).

**Week** – 7 consecutive days

# Article 3- Compensation, Payroll, and Allowances

**A. HOURLY PAY**

CCMs shall be paid for each block hour, regardless of active or passive, in accordance with their seniority as shown below:

Length of Service	Current Rate	DOR (3.5% Increase)	DOR+1 (3.5% increase)	DOR+2 (4% increase)
1 <sup>st</sup> year	\$36.71	\$37.99	\$39.32	\$40.70
2 <sup>nd</sup> year	\$38.91	\$40.27	\$41.68	\$43.14
3 <sup>rd</sup> year	\$41.05	\$42.49	\$43.98	\$45.52
4 <sup>th</sup> year	\$43.10	\$44.61	\$46.17	\$47.79
5 <sup>th</sup> year	\$45.04	\$46.62	\$48.25	\$49.94
6 <sup>th</sup> year	\$46.85	\$48.49	\$50.19	\$51.95
7 <sup>th</sup> year	\$48.48	\$50.18	\$51.94	\$53.76
8 <sup>th</sup> year	\$49.94	\$51.69	\$53.50	\$55.37
9 <sup>th</sup> year	\$51.19	\$52.98	\$54.83	\$56.75
10 <sup>th</sup> year	\$52.21	\$54.04	\$55.93	\$57.89

**B. MONTHLY ROSTER GUARANTEE**

1. CCMs are guaranteed to be paid a minimum of sixty (60) block hours each month. The guarantee will be three (3) block hours for any days that the CCM is on unpaid status (e.g., unpaid leave of absence, trip drops, etc.).
2. CCMs who lose flying through no action of their own will be paid for all time lost.

### C. PASSIVE/POSITIONING PAY

1. A passive flight will be paid/credited as block hours.
2. Ground positioning shall be paid/credited from the time of planned pick up to planned drop off, after completion.

### D. SPECIAL QUALIFICATION PAY

1. PURSER-qualified: Purser qualified CCMs, in addition to their monthly guarantee, will also receive the following rates: \$5.00/hr per for 2025, \$5.50/hr for 2026, \$6.00/hr for 2027. The Purser qualified CCMs will be paid the greater of guarantee plus purser override, or actual hours flown
2. GI-qualified performing GI duties: Shall be paid two-thirds (2/3) the CCM's Hourly Rate above the monthly guarantee.

### E. HOLIDAY PAY

A CCM who is on duty, standby, or a layover on the following days will receive a flat rate of \$75 in addition to all other compensation: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, CCM's Birthday, Thanksgiving Day, Christmas Day, and any other holiday recognized by the Company.

### F. PAY/CREDIT FOR NON-FLYING EVENTS

Nonflying events include, but aren't limited to: personal days, vacation days, sick days, training, and standby.

1. Unless otherwise specified in this agreement, all non-flying events documented on a CCM's roster shall be paid/credited three (3) block hours.
2. Standby, trainings, and meetings shall be paid/credited an additional 0.5 block hours per hour for events longer than six (6) hours.
3. Virtual-only events (e.g. trainings, meetings, etc.) shall only be paid/credited 0.5 block hours per hour for the duration of the event.
4. Non-flying events that share the same duty period as a flying event (e.g., standby) shall not receive pay/credit.
5. Non-flying events that is not considered duty by the authorities (e.g. Reserve) shall not receive pay/credit

#### G. SECURITY PAY

CCMs performing required security searches will be paid one (1) hour above guarantee.

#### H. BOUGHT DAY OFF

A CCM who voluntarily performs duty for the Company on a day off shall be paid four (4) block hours above the guarantee for each day(s) off they perform duty for the Company in addition to all other compensation.

#### I. DAY OFF ENCROACHMENT PAY (due to reasons specified in Article 6) -

A CCM who is delayed more than one (1) hour, and has their day(s) off involuntarily encroached upon will be compensated their hourly rate above their guarantee for each hour encroached upon into their day off up to six (6) hours.

#### J. PER DIEM

1. A CCM performing duty away from home base shall receive \$4.25/hr. at DOR, and \$4.50/hr at DOR+2 per diem or fraction thereof beginning at check-in on the day the CCM leaves base and continuing until check out on the day the CCM returns to home base
2. A CCM on a layover in base shall receive per diem if the Company schedules in-base accommodations for the CCM as part of a pairing. The CCM will receive per diem regardless of whether or not the CCM utilizes the in base accommodations.

#### K. UNIFORM ALLOWANCE

All CCMs are eligible for a uniform allowance of up to \$25 per month to cover the cost of: uniform maintenance (alterations and dry cleaning). Receipts may be required.

#### L. COMMUNICATION ALLOWANCE

All CCMs are eligible for a communication allowance of up to \$15 per month. Receipts (e.g., phone bills) may be required.

#### P. PARKING/ALTERNATE TRANSPORTATION

1. Base parking will be provided to all CCMs and will be subsidized by the Company. The CCM's share of parking shall be no more than \$15/month.

2. The Company will offer and maintain a transportation reimbursement program where the CCM can cover transportation expenses to/from base using pre-tax income. The Company will match the CCM's contributions up to \$50.
3. A CCM performing mandatory non-flying duties for the Company out of base shall be reimbursed for parking or transportation costs, if applicable.

#### Q. PASSPORTS AND VISAS

When required for the performance of a CCM's duties, the Company will reimburse a CCM for the cost of passports, passport renewal, passport photos, visas and the charge for expedited service.

#### R. PAYROLL

1. Pay periods for CCMs will be the 1st through the 15th and the 16th through the month-end. If the dates need to be modified, the Union and the Company shall agree to different dates.
  - a. The 1st through the 15th pay period will be paid on the 15th. This check will include one-half (1/2) the CCM's monthly guarantee and excess hours, per diem and reimbursements due, minus deductions (excess sick/personal days, unpaid leaves, etc.) from the prior month, if applicable.
  - b. The 16th through the month-end pay period will be paid on the last day of the month. This check will include one-half (1/2) the CCM's monthly guarantee.
2. When a designated payday falls on a Saturday or Sunday, the preceding Friday will be the payday. When a designated payday falls on a holiday, the preceding business day that is not a holiday will be the payday.
3. CCMs will have their pay electronically deposited into the financial institution(s) of their choice; however, a CCM may elect to receive their paycheck by mail.
4. A CCM who is shorted pay in an amount under \$200 will be paid on the next following pay cycle. A CCM who is shorted pay in an amount equal to or greater than \$200 will be electronically issued a new "adjustment check" to account for the shortage no later than four (4) business days after it's brought to the Company's attention. If a CCM opts to have the adjustment check mailed, it will be postmarked within this four (4) business day period and sent via overnight mail. Any taxes or deductions taken from the adjustment

check will take into account the tax rate used for the CCM's most recent paycheck and will be calculated in accordance with the regulations of the appropriate tax authority(ies). Bank fees and other charges accrued by the CCM directly arising from a pay shortage due to Company error will be reimbursed by the Company.

5. The Company will make deductions from a CCM's paycheck or reversal to a direct deposit if legally required by a government agency. The Company shall notify the CCM prior to making any deduction or reversal.
6. If a CCM is overpaid due to company error the Company will contact the CCM to notify and explain the details of the overpayment. The CCM is required to respond to the Company within fourteen (14) days to confirm the notification of overpayment and negotiate a repayment plan with the Company. If the CCM fails to respond to the notification within this fourteen (14) day period, they may be subject to disciplinary action. If the CCM resigns prior to full repayment, the remaining amount will be collected from the CCM's final paycheck or as provided by law.
7. A CCM who voluntarily signs up for Union programs that require a monthly contribution and authorizes the Company to deduct such monthly contribution from their paycheck(s), the Company shall deduct a CCM's paycheck(s) for that purpose.
8. If a CCM encounters a situation where it's necessary for them to pay for an unforeseen expense related to their duties as a CCM (e.g., taxi, hotel charge, etc.), the CCM will be reimbursed for such expense on their next possible paycheck after submitting the receipt(s) to the Company. The CCM shall always attempt to seek authorization before paying for such expenses.
9. The Company shall make matching contributions to applicable state and federal entitlement programs (e.g., Social Security and Medicare) as required by law of any US employer.

# **Article 4 - Personal Days, Sick Days and other Short-Term Absence**

Personal/Sick Days are pro-rated at hire date and renewed every January 1st.

## **A. PERSONAL DAYS**

1. CCMs are eligible for three (3) paid personal days each year. However, if not used, they will be paid out the first payroll in January of the next year.
2. Requests for personal days must be given to the Company preferably before roster release and at the latest one week in advance or subject to HR review. The CCM is not required to provide a reason for the personal days unless the request is submitted less than one week in advance.
3. If a personal day(s) is requested after roster release that results in two (2) or less days of duty remaining before or after the awarded personal day, the two (2) or less days on either side of the personal day will be also be awarded as personal days.

## **B. SICK DAYS**

1. The amount of paid sick days is ten (10) days per year.
2. A CCM can use sick leave to go to doctor's appointments; however, as much notice shall be given as possible to mitigate the impact on the operation.
3. If a CCM is going to be absent from work, they must notify the Company in accordance with Company policy
4. Unless otherwise specified, a CCM shall be marked as sick only for the day(s) they are reporting sick.
5. If a sick day(s) is reported that results in two (2) or less days of duty remaining the day after the reported sick day(s), the two (2) or less days will be also be marked as sick days.
6. Sick days in excess of the ten (10) paid sick days will be deducted at the rate of three (3) block hours per sick day.
7. CCMs who are sick for more than three (3) consecutive days shall provide a doctor's note to HR no later than 72 hours after initially reporting the illness.
8. CCMs who are sick for more than fourteen (14) consecutive days will automatically be placed on an unpaid leave. The unpaid leave shall be converted to a medical and/or Family Medical Leave upon receipt of

appropriate paperwork. A medical certificate/statement is required for the CCM to return to work.

9. A CCM is able to “donate” one or more of their sick days to another CCM on medical leave.
10. A CCM who has unpaid sick days at the end of the year shall have 50% of their unpaid sick days (rounded up to a whole number) credited as unused vacation.

#### C. ABSENCE DUE TO POOR WEATHER CONDITIONS OR NATURAL DISASTERS

1. Time taken off due to poor weather conditions or natural disasters while the airport remains open and the Company continues to operate is to be used as a vacation day, a sick day, or a personal day.
2. If conditions require Company to stop operations, the CCM will be notified by the Company as soon as the Company makes the decision to cease operations.

#### D. ABSENCE DUE TO NO-SHOW

1. A no-show shall be treated as an unpaid leave of absence for pay and scheduling purposes unless Crew Control allows the CCM to recover their assignment or work a new assignment that checks in the same day as the no-show.
2. If a no-show results in three (3) or more days of duty remaining after the day of the no-show, Crew Control shall assign the CCM a new assignment(s) (i.e., a pairing, reserve, or standby).
3. If a no-show results in two (2) or less days of duty remaining after the no show, the two (2) or less days shall be treated as an unpaid leave of absence for pay and scheduling purposes.

# **Article 5 - Hotel and Layover Requirements**

A. The Company will provide clean, safe, quiet, accommodations with food Availability.

B. The Company will consult with the Union on hotel selection.

C. All crew rooms shall be:

1. Non-smoking.
2. In close proximity to each other.
3. In quiet locations away from elevators, ice/vending machines, housekeeping closets, construction and/or renovation noise.
4. Equipped with complimentary Wi-Fi.
5. In compliance with local fire and safety standards.
6. Equipped with a refrigerator, ironing board, iron, and hair dryer (supplied or upon request).
7. Equipped with effective individual self-controlled A/C or heat.
8. Located on a floor above the ground floor.

The Union may agree to deviate from any of these requirements in writing.

D. HOTEL PROVISIONING

1. For crew who are positioning after a flight (passive or active) where the onward connection is 4 hours or more calculated from Block On, the crew concerned is entitled to hotel accommodations in accordance with the following conditions:
  - a. The CCM decides no hotel is needed-communication to the Company is not required.
  - b. The CCM wants a hotel before their positioning flight-CCM notifies the Company as soon as possible.
2. If the CCM wants a hotel following active duty upon arrival at their home base prior to driving home, the CCM shall notify the Company and be provided a hotel room. The CCM must supply a safety report to document the need for a hotel room due to fatigue or will be expected to pay for the hotel room.
3. Hotel rooms will be offered to all New Hire/Trainees if their training is conducted out of Base.

## F. GROUND TRANSPORTATION

1. When away from base, the company will provide CCM with ground airport hotel-airport transport according to Group Policy. If ground transportation is not available to a CCM after arrival, the CCM (or designated crew member if part of a crew) should contact the designated Company office for transportation alternatives.
2. Outside of their home base, the Company will provide the CCM with appropriate land transport to and from the airport and to any location where activities that are not flight-related (e.g., training, medical, and required meetings) are to be carried out.

# Article 6 - Scheduling

## A. COMPLIANCE

When scheduling CCMs, the Company shall comply with all applicable aviation authority regulations, unless this Agreement provides for more restrictive terms.

## B. RESPONSIBILITY FOR NOTIFICATIONS

It is the responsibility of the Company to notify the CCM of schedule changes as soon as the Company is aware of such changes.

## C. CHECKING IN FOR FLIGHT DUTY

1. A CCM's check in time is ninety (90) minutes before flight departure. If the Company opens a new destination with special circumstances which requires a longer check in time the Union and Company will meet to agree on a longer check in time.
2. For flights that require security searches, check in will be one hundred and twenty minutes (120) minutes before flight departure
3. "Check in" involves a CCM presenting themselves in person at the airport check-in counter
4. Except as provided in Section C.4, below, if any changes to a CCM's schedule occur less than four (4) hours prior to the commencement of the affected duty period(s) at home base and the CCM does not acknowledge such changes or the Company is unable to make positive contact with the CCM's, the original check in time will remain unchanged.
5. In case of operational disruption, if any changes to a CCM's schedule (same flight number) occurs less than ninety minutes (90) prior to the commencement of the affected duty period(s) at home base, the CCM's original check in time will remain unchanged.

## D. CHECKING OUT OF FLIGHT DUTY

1. The minimum time period the Company should allocate for check out is thirty (30) minutes after active duty-and twenty (20) minutes after passive duty. If the circumstances change at a particular airport, the Union and Company will meet to agree on a revised check out time.
2. "Check out" involves a CCM completing all post-flight duties. If a CCM's actual post flight duty exceeds 30 minutes (20 minutes for passive duty),

one designated crew member per crew will notify the Company designee and the new check out time will be reflected on the CCM's schedule.

#### E. DAY OFF PROTECTION

1. A CCM will receive a minimum of twelve (12) days off in each roster month.
2. The Company cannot move or take away a CCM's day off once the schedule is published unless agreed to by the Company and CCM in advance.
3. Day off Encroachment Compensation (where a CCM out on duty is forced into a planned day off due to irregular operations/delays).
  - a. A CCM who has their day(s) off involuntarily encroached upon will be compensated DAY OFF ENCROACHMENT PAY as specified in the Compensation Article.
  - b. If a CCM on duty is forced into a planned day off due to irregular operations/delays, they may be required to operate a flight back to base on their day off, if the airport from which the CCM is originating from is not a crew base.
  - c. Other than the exception provided by the Day Off Encroachment above, a CCM will not be required to perform any duty on a day off without providing their prior consent.

G. The company shall ensure that all hours of duty are accurately reflected on a crew member's roster including pick up time, deadhead time, check in time and check out time

H. The Company and the Union will meet and negotiate on the provisions surrounding Scheduling, including Bidding and Reserve.

#### I.. INFLIGHT REST

1. A CCM shall be afforded Class 1 inflight rest on every flight when working as an active crew member. The duration of inflight rest shall be in accordance with the regulations. On flights where inflight rest is not necessitated by the regulations, a CCM may be afforded a break as directed by the Purser.
2. Each crew bunk will be equipped with curtains, reading lights and vents. Rest facilities shall receive a deep cleaning on the same schedule as the aircraft cabin; however, such cleaning shall occur no less frequently than once every two months. Regular cleanings shall also occur on the same schedule as the cleaning of the aircraft cabin.

#### J. INABILITY TO FLY DUE TO THE REGULATIONS

If a CCM cannot perform duty because of the Flight Time Limitations, they will continue to receive their monthly guarantee.

#### K. LIMITATIONS ON REPORTING AND TERMINATING FLIGHT-RELATED DUTIES

Unless they provide their previous written approval, CCMs will not be required to check in or check out for a trip at any location other than their Base.

#### L. FTL AND FRM TRAINING

The Company will provide training on Flight Time Limitations and Fatigue Risk Management to CCMs.

#### M. PASSIVE/POSITIONING TRAVEL (on Company aircraft and non-company aircraft) \*

1. Positioning flights will always be carried out with a confirmed ticket. The Company will reserve a seat with a meal, one (1) piece of carry-on luggage, and one (1) piece of checked luggage for CCMs required to position. CCMs will be afforded the same check-in and seat assignment opportunities as passengers. The Company reserves the right to pull Crew from the flight at check in if the flight is fully booked.
2. The Company will not require a CCM to occupy a jump seat while engaged in passive travel.
3. A CCM, with prior permission from Crew Control may waive their passive flight and/or duty period, without a loss in compensation. A CCM who waives their passive flight/duty period will still be responsible for any active duty remaining on the pairing, if applicable. A CCM who waives their passive flight will be responsible to be ready at the check in time and rested according to FTL/EASA regulations. If the CCM waives their passive flight, the CCM's airport transportation will be canceled and the CCM will be responsible for arranging their own transportation to/from the airport. The hotel booking will not be affected by the flight cancellation.

## N. LINES OF FLYING, BIDDING, AND SWAPPING PROCESS

The Company and the Union have agreed to build a proper bidding system.

Swapping System:

1. There will be an automatic system in place to award swaps requested

# **Article 7 - Special Qualification Cabin Crew**

## **A. GENERAL**

1. Special Qualification CCMs are, first and foremost, CCMs and shall be afforded all the rights and protections afforded to CCMs in this Agreement unless otherwise specified herein.
2. Special Qualification CCMs shall not be management positions and shall not issue discipline or perform the duties generally exclusive to management.
3. If there is a need to downsize the number of special qualifications CCMs due to a surplus, the Company shall do so in group seniority inverse order of the date the CCM received their special qualification. If more than one CCM received their special qualification on the same day, the reduction shall proceed in inverse seniority order in the special qualification group.
4. The Company and the Union shall schedule meetings as needed to provide dialogue on issues related to the special qualification positions.
5. The Company shall consider prior qualifications of CCMs listed in the pre hire agreement. CCMs listed in the pre-hire agreement do not need to meet the seniority requirements within this Article.

## **B. PURSER**

1. A CCM with at least one (1) year seniority can apply for the Purser qualification, unless the regulations or the Company requires a stricter requirement.
2. If more than one qualified Purser is active on a flight, the Purser position shall be assigned to the most senior qualified Purser. If the most senior qualified SCCM declines the SCCM position on a flight with other active qualified SCCMs, the next active senior qualified SCCM shall be automatically assigned the SCCM position. A Purser who is assigned the Purser position on a pairing as part of their original roster cannot be bumped by a more senior Purser later assigned to that pairing.

## **C. INFLIGHT TRAINER**

If in the future, the Company decides to hire Inflight Trainers, the following will

apply.

1. A CCM with at least two (2) years seniority can apply for the Inflight Trainer qualification, unless the regulations or the Company requires a stricter requirement.
2. Inflight Trainers shall be paid Inflight Trainer pay whenever performing training related duties on board the aircraft from block off to block on for the same operating flight duty sector.
3. If an Inflight Trainer is not assigned to training duties on an aircraft, they shall not perform or be required to perform training duties. An Inflight Trainer will only be required to wear their Inflight Trainer insignia, if applicable, while performing assigned training duties.
4. Training assignments shall be fairly distributed amongst all qualified US based Inflight Trainers per base.

Prior to implementation of the Inflight Trainer position, the company and the Union will meet to discuss all relevant aspects of the position.

#### D. GROUND INSTRUCTOR - CABIN (GI)

1. A CCM with at least two (2) years seniority can apply for the GI qualification, unless the regulations or the Company requires a stricter requirement.
2. GI assignments shall be fairly distributed amongst all qualified US-based GIs.
3. GIs shall be paid GI pay whenever performing required ground training related duties or other non-flying duties for the Company.
4. GIs shall not be scheduled to fly on the same day or duty period as a GI or other non-flying assignment, unless agreed to by the GI.
5. A GI shall receive at least seventy-two (72) hours' notice when a GI assignment is removed from their roster. GI assignments may be replaced with a pairing(s) or reserve (RSV) if pairings aren't available.
6. The Company shall consult with the union before additional cabin ground instructors are hired.
7. GIs will be provided eight hours (8) of pay at their applicable Ground Instructor rate for a Ground Duty Day per month. Ground Duty day covers tasks to keep current with all instruction material
  - a. Ground Duty Day(s) will be independent of other GI duties.
  - b. The Ground Duty Day will be on their roster.
  - c. The GI Day value is minimum 8hrs pay or greater if rostered.
  - d. Additional GI-related tasks not already covered by the Ground Duty

Day and for additional GI requests more than two (2) hours less than two (2) hours in duration, shall be compensated for one (1) full day of GI pay.

8. Where legally permissible, GI's shall be provided access to the course planner.

# **Article 8 - Crew Bases and Moving Expenses**

## **A. VOLUNTARY BASE TRANSFERS**

1. Base transfers will be awarded in Seniority order. Before the Company assigns a New Hire/Trainee to a base, they must process all CCM transfer requests to that base.
2. When a new base opens, the Company will notify all CCMs. Current CCM transfer requests will be processed prior to filling any remaining slots with New Hire/Trainees.
3. The Crew will be responsible for their own relocation expenses.

## **B. INVOLUNTARY BASE TRANSFERS**

1. Involuntary Base transfers will be performed in reverse seniority order at the affected base.
2. A CCM who is involuntarily transferred will be eligible for a paid move. CCM's eligible for a paid move shall be provided actual costs of the move up to \$5000. The Company may require that receipts be provided for CCM's requesting reimbursement for actual costs. An employee receiving moving expenses will be required to pay the Company back if they leave employment of the Company prior to six months from the date of the paid move.
3. Right of Return - CCMs who were involuntarily displaced from a base will have priority to return to the base at no cost to the Company from which they were displaced. CCMs eligible for Right of Return will fill base vacancies before other CCMs voluntarily transferring, or New Hire/Trainees being assigned to a base.
4. CCMs offered Right of Return must transfer back to the base from which they've been displaced at the first given opportunity, or risk losing their Right of Return based on Company approval.

## **C. BASE SWAPS**

CCMs will be able to bid on a voluntary basis to mutually swap bases. The bids will be awarded in seniority order among those volunteering for the mutual swaps, unless such award will cause an imbalance in Special Qualification CCMs.

D. CCM's cannot be involuntarily transferred to a base outside of the the US

E. BASE CLOSURE

1. If the Company closes a Base, it will notify the affected CCMs in writing 60 days prior to the effective date of the closing of the base.
2. In the event of a base closure with no reduction in system wide CCM headcount, no CCM will be furloughed.
3. The Company may offer active CCMs a Voluntary Leave to delay the involuntary transfer. The length and the number of such leaves and their duration will be determined by the staffing needs of the Company. These leaves, if offered, will be awarded in base seniority order.
4. Company offered insurance and travel benefits will be maintained while on Voluntary Leave in lieu of the involuntary transfer. The CCM on such leave will continue to accrue seniority and longevity.

# Article 9 - Vacation

A. A CCM employed with the Company as of January 1st will be provided vacation based on years of service completed as of January 1st as shown in the grid below.

1. CCMs who have not completed 1 year of service as of January 1st shall have their 14 days of vacation prorated based on their hire date.

Completed Years of Service	Number of Days
1 to 4	14 Days
5 to 9	21 Days
10 to 15+	28 Days

## B. VACATION BIDDING

1. CCMs will be able to bid for vacation in seniority order.
2. A CCM may carry over a maximum of two weeks of paid vacation
3. If the Company has not allowed the crew to bid for their vacation balance in any given year, a CCM may carry the entirety of their vacation balance to the following year.

## C. VACATION TRADES

Granted vacation periods may be swapped by a CCM with another CCM within the same Base and special qualification. Must be approved by the Company.

D. CCMs on leave may request their vacation pay.

E. A CCM who changes Bases shall retain their vacation accrual and in the case of an international base transfer, have their accrued vacation paid out. If the CCM transfers to a domestic base before a previously awarded vacation period(s), the Company will attempt to ensure the CCM retains their awarded vacation period, but the CCM may be required to rebid.

F. A CCMs vacation period will begin at 0000 and end at 2359 Home Base time.

G. If a CCM works into the first day of a vacation period due to a delayed flight, the vacation day will be restored to their vacation balance.

H. Once awarded, vacation will not be cancelled by the Company for routine

staffing needs but could be cancelled for force majeure events.

I. CCMs who transfer bases or obtain a special qualification may be required to reschedule vacation based on operational needs.

#### J. VACATION PAYOUT

Upon separation from employment, a CCM will be paid out for all accrued vacation.

# Article 10 - Leaves of Absence

## A. GENERAL

The following terms apply to all leaves of absence unless specifically stated otherwise in this Article.

1. Prior to the commencement of any leave of absence, the Company shall provide the CCM with the following information: medical insurance benefits, Union dues obligation, retirement plan information, and other information pertinent to their leave. Leave of absence shall always be unpaid unless otherwise specified in this Agreement.
2. Accruals while on leave
  - a. While on a leave of absence, a CCM shall continue to accrue seniority.
  - b. While on a leave of absence, a CCM shall not accrue sick leave or vacation time, except CCMs on leave for Worker Compensation sickness or injury on the job will accrue vacation.
3. Continuation of Benefits
  - a. Unless otherwise specified, Company-provided group health benefits will continue for a CCM on a leave of absence, provided the CCM pays for their share of premiums, if applicable.
  - b. Contributions to a CCMs defined benefit or contribution plan, if applicable, will continue unless the CCM changes the contribution level in accordance with Company policy.
4. Training during Leave
  - a. A CCM on leave of absence other than personal leave of absence may attend training while on leave and will be paid and provided with transportation and lodging as if they were in active service.
  - b. A CCM on a personal leave of absence is required to attend training while on leave of absence. If a CCM on personal leave of absence does not attend required training while on leave, they will not be returned back to "payroll" until necessary training is scheduled.
  - c. CCMs returning from an extended medical leave (more than 1 year) shall remain on leave until necessary training is scheduled.
5. Return to Work
  - a. Upon returning from an authorized leave of absence or any extension thereof, a CCM shall be permitted to return in the same

status at the same Base to which they were assigned prior to beginning of the leave.

- b. CCMs shall comply with all return-to-work guidelines established by the Company, including any required training and/or documentation.
- c. In the event that the Company does not make training available, the CCM will be paid as if they are a qualified crew member beginning on the CCM's expected date of return.
- d. If the CCM has fulfilled all training requirements, they shall be allowed to return to flying duties.

#### B. COMPANY LEAVE OF ABSENCE

1. CCMs may be granted Company Leaves of Absence without pay. The time period for the Company Leave of Absence and any corresponding deadlines will be announced by the Company beforehand. If the number of CCMs requesting leave is greater than the number of Company Leave of Absences available, the leaves will be granted in seniority order within each base by rank.
2. If the Company grants additional Company Leave of Absences in a Base and/or special qualification, it will grant them first from the list of CCMs whose requests were filed by the original deadline. Any remaining leaves will be granted on a first come, first served basis.
3. If the Company does not receive enough leave requests for the Company Leave of Absence time period originally announced, they may then offer CCMs the opportunity to request leave for a shorter duration(s) within the original time period on a first come, first served basis.
4. A CCM granted a Company Leave of Absence may not return prior to the expiration of the leave unless approved by the Company.
5. The Company may recall CCMs from Leaves of Absence with a minimum 14 day advance notice.

#### C. PERSONAL LEAVE

CCMs may be granted employee requested personal leaves of absence without pay at the Company's discretion based on the reason(s) for the request.

#### D. MEDICAL LEAVE

Leaves of absence required due to illness or non-occupational injury shall be

granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed one year unless otherwise required by applicable law. The Company in its discretion may extend this one (1) year period. If the Company extends this one (1) year period, the CCM shall receive medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The medical leave will run concurrently with FMLA and CCM must comply with return-to-work procedures which could include fitness for duty certification or examination.

#### E. MATERNITY LEAVE

1. Maternity and other pregnancy related conditions will be treated like any other disability, except as provided herein. The duration of a maternity leave may extend up to six (6) months following the birth of the child.
2. CCMs are required to inform the Company about pregnancy as soon as practically possible. Pregnant CCMs are required to take Pregnancy Leave after their sixteenth (16th) week of pregnancy or up after twenty-six (26) weeks with a doctor's note

#### F. PARENTAL LEAVE

A CCM who has not taken maternity leave in conjunction with a birth shall be granted unpaid parental leave within six (6) months after the birth of their child. A request for parental leave must be in writing and include the requested dates. The leave request may not exceed six (6) consecutive months, except where applicable law requires otherwise.

#### G. ADOPTION LEAVE

A CCM who legally adopts a child shall be granted a leave of absence within six (6) months following the date when the CCM takes custody of the child or, if travel is required, when the CCM begins travel to obtain custody of the child. A request for adoption leave must be in writing and include the requested dates. The leave request may not exceed six (6) consecutive months, except where applicable law requires otherwise.

#### H. FAMILY MEDICAL LEAVE

1. FMLA shall be available to eligible CCMs in accordance with the Federal Family and Medical Leave Act (the "Act"), as specifically modified herein.

The be eligible for FMLA, a CCM must have worked or been paid for at least 504 hours and not less than 60% of their applicable monthly guarantee during the 12 months prior to their leave request shall, unless the Family Medical Leave Act eligibility requirements change.

2. FMLA may be used for the following:
  - a. Up to six (6) months after the birth, adoption, or foster care placement of a child, except where applicable law requires otherwise;
  - b. When a family member suffers a serious health condition requiring continuing care and a medical healthcare provider certifies that the CCM is needed for such care;
  - c. When the CCM suffers a serious health condition as certified by a medical healthcare provider; or
  - d. Eligible employees are entitled to FMLA leave to care for a covered service member with a serious illness or injury as certified by a medical healthcare provider.
    - i. Family member is defined as spouse (as recognized by state law where the CCM lives), domestic partner (proof provided as needed), parent (a biological parent or person who raised the CCM as a child with proof provided as needed), son or daughter (a biological, adopted, foster or step child, legal ward, who is being raised by the CCM), except where applicable law requires otherwise. The child(ren) must be under eighteen (18) years of age or incapable of self-care (due to mental and physical disability), except where applicable law requires otherwise.
    - ii. A CCM using FMLA for their own serious health condition or to care for a family member who has a serious health condition may use FMLA on an "intermittent" basis as defined by the Act, if a medical healthcare provider certifies the necessity for so doing.
    - iii. Should the terms of the Act as reflected in this Section be amended, any amendment shall be incorporated herein, and the parties shall promptly meet and agree on the nature and extent of any such changes required to this Article.
3. General
  - a. The Company shall administer FMLA for CCMs on a centralized basis and in a consistent manner with the objectives of maintaining privacy and providing reasonable and efficient access to the FMLA process.

- b. Subject to technical feasibility and practicality, the Company shall develop and provide CCMs with electronic access to information regarding their FMLA eligibility, usage, and application status.

#### 4. FMLA Usage

- a. An eligible CCM is entitled to use up to one hundred eighty (180) days of continuous FMLA in any twelve (12) month period.
- b. Unless a CCM has applied for FMLA leave for an absence and such leave has been approved, the Company shall not designate that absence as FMLA leave.
- c. A CCM may use their accrued sick leave, or a portion thereof, concurrent with FMLA taken for their own serious health condition.
- d. A CCM may use their accrued vacation for the current year, or a portion thereof, concurrent with FMLA.
- e. CCMs utilizing intermittent FMLA must request FMLA to be applied for a reported illness within 3 days of the initial sick call.

### I. MILITARY LEAVE

A CCM who voluntarily enlists or is ordered by the government of their country of citizenship to enter active military duty during a period of national emergency or pursuant to law or is classified as 1-A under the Selective Service Act or the equivalent law of another country, who is unable to obtain a deferment and chooses to enlist for military duty in the Armed Forces shall be granted a leave of absence in compliance with state law and USERRA.

### J. BEREAVEMENT LEAVE

- 1. A CCM shall be entitled to time off without loss of pay up to a maximum of five (5) consecutive days (inclusive of days free from duty) in the event of a death in their family. Pay shall be based on trip(s) missed or standby/reserve duty day(s). A CCM may extend the five (5) day period of paid time off by using up to their number days of accrued vacation from the current or following year, if available.
- 2. For purposes of time off for bereavement, family shall include the CCM's spouse, domestic partner, child (including step-children and in-laws), parent (including stepparents and in-laws), grandparent (including step-grandparents and in-laws), grandchild (including step-grandchildren), other relative living in their home, legal dependent, legal guardian (in lieu

of parent), siblings (including step-siblings and in-laws), or such additional individuals as may be included in Company policy.

#### K. JURY DUTY/COURT WITNESS

1. A CCM who is called upon to perform jury duty shall inform the Company no later than seventy-two (72) hours after receiving such notice. A CCM shall receive pay and all accruals, for any duty lost due to the requirement to be present for jury duty.
2. A CCM who is called upon to appear in court as a witness for the Company shall receive pay and all accruals, for any duty lost due to the requirement to appear as a witness for the Company. A CCM who appears in court as a witness for the Company will be reimbursed for all expenses incurred.
3. General
  - a. Notwithstanding the above, a CCM who is required to appear in court as the result of being subpoenaed or being named party in a court action shall be excused without pay from regular duties on days when the CCM is required to be present.
  - b. Any compensation or expenses provided by the court may be retained by the CCM. A CCM shall be allowed a reasonable amount of time to travel between their home and their Base in order to complete such service. A CCM may be required to provide adequate proof of such service.

## **Article 11 - Seniority**

- A. Seniority for CCMs covered by the Pre-Hire agreement shall have the same hire date and be ordered in the manner provided in the pre-hire agreement.
- B. New hire seniority will be established by a random draw of numbers in the class.
- C. A Seniority List will be published of all cabin crew covered by this Agreement. The Seniority List will include: seniority number, full name, employee number, base, special qualification, birthday, and date of hire. Every six months, after a new hire/trainee class graduates, or upon reasonable Union request, the Seniority Lists will be published. A Master (System) seniority list and Staff Travel Seniority List shall be maintained by the company.
- D. Seniority will continue to accrue as long as the cabin crew member remains employed with the Company.
- E. Where permissible by law, the Crew Management System (and/or interface) shall display the seniority number of the cabin crew.

# Article 12 - Furlough and Recall

## A. FURLOUGHS

1. When it is determined that a furlough is necessary, the Company will notify the Union before it notifies the CCMs. A notice of furlough will be sent to the Union as soon as practically possible. The notice will state:

- A. The approximate number of CCMs to be furloughed;
- B. The name, length of service, and seniority of each CCM who may be subject to furlough.

2. If it is necessary to reduce the number of CCMs ("Furlough"), voluntary furloughs/furlough mitigation programs agreed to with the Union will be offered to all cabin crew members at the same time as it sends furlough notices to CCMs.

3. If more CCMs elect voluntary furlough/furlough mitigation than would otherwise be furloughed, the voluntary furloughs/furlough mitigation will be given based on seniority.

4. If a furlough is necessary, unless otherwise required by applicable law, CCM will be furloughed in reverse seniority.

5. CCMs who may be subject to involuntary furlough will be given at least thirty (30) calendar days written notice or more at the Company's discretion.

6. If as a result of the furlough process, an imbalance in staffing exists between the bases, the involuntary base process specified in Article 8, Section B shall apply.

7. If the Company determines that a surplus of special qualification CCMs exists in a base after this process, the Company may adjust the number of special qualifications CCMs as specified in Article 7 Special Qualifications.

## B. RECALL

- 1. When a CCM is involuntarily furloughed, they will remain on furlough

status until a permanent vacancy occurs to which their seniority entitles them. If such a vacancy occurs, the CCM will be recalled from furlough, unless they have been removed from the seniority list. If more than one CCM is on furlough and insufficient permanent vacancies occur to accommodate all such CCM, such CCM may elect in seniority order, to remain on furlough, so long as a more junior CCM is available to be recalled.

2. A CCM who has been furloughed by the Company and not recalled within two years will be removed from the seniority list and administratively terminated by the Company. The CCM will have preferential interview rights for one (1) additional year.
3. To maintain eligibility for recall, furloughed CCMs must meet the existing requirements for the position, keep a current email address, postal address and telephone number on file with the Company. Notices of recall sent to the CCM's current email address and postal address on file by certified mail will be deemed proper notice.
4. A CCM on Furlough will be removed from the seniority list and considered resigned if they fail to accept recall from furlough in writing within fourteen (14) calendar days of receipt of the written notice of recall.

#### C. VACATION PAY UPON FURLOUGH

When a CCM is furloughed, they shall be paid for vacation days accrued but not yet taken as of the date of furlough.

#### D. GENERAL

1. A CCM on furlough shall retain all accrued benefits earned by that CCM prior to the commencement of their furlough and will continue to accrue seniority.
2. CCMs choosing to retain Company provided benefits must continue to pay any employee portion of such benefits if applicable.
3. The Company will not hire additional cabin crew members until all CCMs on Furlough have been recalled, removed from the seniority list, been administratively terminated and / or considered resigned unless otherwise agreed to by the Company and the Union.

# **Article 13 - Health, Safety, and Environment**

## **A. HEALTH, SAFETY, AND ENVIRONMENT COMMITTEE**

The Company and the Union will meet on an as needed basis to resolve issues related to the health, safety, and environment of CCMs.

## **B. BOMB SEARCHES**

CCMs shall follow EASA regulated policies in regards to bomb searches, while in the air and descending. A CCM 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 search as long as all passengers are deplaned. The Company will continue to provide CCM training, as required by EASA regulated authorities, on conducting bomb searches.

## **C. NEW AIRCRAFT TYPES**

The Company shall make every reasonable effort to standardize the configuration of safety and emergency equipment on each series of new aircraft type.

## **D. REPORTING OF INJURIES AND ILLNESSES TO THE UNION**

On a quarterly or more frequently needed basis, the Company will provide the Union with a written report of cabin crew of the job injuries/illness.

## **E. EMERGENCY RESPONSE**

The Company will notify the Union in cases of aircraft disasters, environmental issues, hostilities, terror threats, political disruptions, or natural disasters that present a danger to the health, safety, or security of CCMs.

## **F. MISSING, INTERNED, OR HOSTAGE**

If a CCM is missing in action, held hostage or taken prisoner of war while performing official duties for the Company, they will be entitled to full pay and accrual of all benefits for an indefinite period of time or until proof of death is legally determined. Pay and benefits will be given to the beneficiary (ies) designated by the CCM. In the absence of a letter of instruction designating beneficiaries, the Company will deposit all applicable benefits in trust for the CCM until their status has been legally determined.

## **G. CREW MEALS**

Crew meals will be provided as follows:

Duty Period	Meals Provided	
Over 5 hrs	1	Passive Crew shall receive a crew meal no more than 2:45 after the first flight of duty period.
Over 10.5 hrs	2	There is no meal provided when there is at least a two-and-a-half-hour break between segments with less than five hours duty on either side of the break.

#### H. TIDYING

CCMs are only responsible for trash collection in the cabin and tidying of lavatories while in flight.

1. Tidying of lavatories involves the restocking of supplies and basic cleaning of surfaces.
2. On an unscheduled layover in a non-company location where cleaning is not available the Company may request the CCM assist in cleaning.
3. In the event of an inflight spill or incident a CCM will use their best judgement in determining whether the area should be cleaned or otherwise contained.

#### I. VACCINATIONS

Vaccinations recommended or required by the Company shall be made available to CCMs without charge. Such vaccinations will be provided at Company designated locations only. It will be the CCM's responsibility to keep their vaccination records current.

#### J. ILLNESS WHILE OUT OF BASE

The company shall provide all CCMs with business travel insurance including emergency assistance and arrange of online and telephone-based services that can be used at any time. For emergency medical and travel assistance a CCM can call a 24/7 emergency helpline. Services include available hospitals and clinics worldwide that are supported by medical consultants and nursing staff, to help the CCM get the most appropriate medical treatment.

A CCM who becomes ill while out of Base may be required to see a medical examiner before returning to their Base. They will be flown home by the most direct route (confirmed seat) as soon as they're capable of traveling. The Company will provide hotel accommodations and per diem until the CCM is able to return home. If the company provided travel insurance does not cover expenses incurred traveling to and from a medical examiner or hospital, the Company will reimburse the reasonable expenses.

#### K. PHYSICAL ASSAULT OF A CREW MEMBER

The Company will maintain zero tolerance for all assaults and/or interference involving crew members. An on duty CCM who is the victim of assault will have the full cooperation of the Company in criminal charges brought against the assailant by appropriate authorities. If it's necessary for the CCM to meet with the authorities or appear as a witness, the CCM will be pulled from any conflicting assignments and pay protected for any time lost to the meeting and, if necessary, the CCM will be provided with transportation to and from the meeting. This does not involve any legal fees.

#### L. AIRCRAFT CLEANLINESS

The Company will ensure that environmental systems and interior surfaces where cabin crew members work and rest are regularly cleaned.

#### M. COMPANY PROVIDED SAFETY ITEMS

The Company will provide each CCM with an individual personal resuscitation mask, a set of ear plugs, and a high-visibility vest. Resuscitation Devices will continue to be provisioned on the aircraft as part of the emergency equipment.

#### N. COMMUNICABLE DISEASE EXPOSURE

In the event a CCM is exposed to a communicable disease or potential bio-hazards while on duty, the Company will offer testing and immediate treatment (if applicable) at no cost to the CCM. This will not be a substitute for CCMs utilizing their own health insurance to treat common illnesses.

#### O. CREW BAGGAGE SECURITY WHEN PASSIVE

A CCM will be allowed to stow their Company issued carry-on luggage and limited and allowable personal items (in a secured and properly sized bag/case) in the aircraft cabin as afforded to passengers, while on duty.

#### P. DEATH WHILE OUT OF BASE

In the event the CCM dies while away from their Base while on Company business, the Company will return the remains to the CCM's home or family.

# **Article 14 - General and Miscellaneous**

## **A. NONDISCRIMINATION**

The Company and Union share a mutual commitment to a workplace free of discrimination. The Company shall not discriminate with regard to any aspect of employment based on age, color, disability, ethnicity, gender, gender identity and/or expression, marital status (including domestic partnerships and civil unions), military or veteran status, national origin, pregnancy, race, sexual orientation, or any other protected category under applicable law, that governs the Company's locations from which the Company operates.

## **B. DRUG AND ALCOHOL TESTING**

The Company will adhere to standards for drug and alcohol testing no less protective for the CCM than required by the DOT, or if applicable by EASA.

## **C. BAG CHECKS**

In the event the Company performs a bag check based on the companies' reasonable suspicion, the check will be conducted out of sight of passengers and the CCM may request if available a union representative or any available crew member serve as a witness. The CCM will be considered on duty and will be compensated at their applicable rate of pay for the duration of the search.

## **D. NO TRAINING ON COMPANY APPROVED HOLIDAYS**

The Company will not schedule a training assignment or require travel to classroom training on a holiday i.e., New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

#### E. PERSONNEL FILE

1. When the company places items of a derogatory nature (e.g., complaint letters and warnings) into a CCM's personnel file the CCM will be provided a copy.
2. The Company shall remove warnings and discipline from a CCM's personnel file after one (1) year from the date of issuance.

#### F. ACCESS TO ELECTRONIC INFORMATION

The Company will provide read-only access to the MEC President regarding scheduling and crew tracking issues.

#### G. ATTESTATIONS AND MEDICAL REPORTS

Costs associated with the issuance and renewal of licenses, any expansions thereof, as well as medical examinations in connection with renewal or extraordinary medical examinations, shall be borne by the Company. If the license was revoked based on the CCM's behavior the Company will not bear any expense to aforementioned license or examination necessary to CCM's own misconduct.

#### H. INSURANCE IDEMNIFICATION

1. If a CCM is named as a defendant in any civil action for damages (including any such action initiated by a fellow employee or any such action or case arising in a comparable tribunal outside of the United States) arising out of such CCM's good faith performance of their duties with the Company through its insurers, will indemnify and save harmless the CCM from any money judgment or award rendered against them including a judgment for damages based on such CCM's negligence. The company however will not indemnify a CCM against an award of punitive damages.
2. Such indemnification of any CCM is limited by all terms and limitations of the Company's policy with its insurer. This

provision will apply to civil actions for damages against a CCM's estate.

#### I. EMPLOYMENT VERIFICATION

Upon a CCM's written request, the Company will issue a letter verifying the status of that CCM's employment and information concerning length of service and current earnings at no charge to the CCM.

#### J. WHOLE DAY UTILIZATION OF SICK DAYS, PERSONAL DAYS, & VACATION

Sick days, personal days, and vacation days must be utilized in whole. No partial or hourly utilization of these activities is allowed. The balances for these days can be accessed in the Crew Management System or other location designated by the Company.

#### K. SAVINGS CLAUSE

Should any part of this Agreement become invalid by reason of any existing or subsequently enacted legislation or binding court decision, such invalidation of any part or provision of this Agreement will not invalidate the remaining portions, which will remain in full force and effect.

In the event of such invalidation, the parties agree that the invalid portion from this Agreement, to the extent applicable and possible, will comply with the aforementioned legislation or court decision.

In addition, should any part of this Agreement which directly pertains to a mandatory subject of bargaining, become invalid by reason of any existing or subsequently enacted applicable legislation, regulation, or binding court decision, the parties agree to meet and confer for the purpose of agreeing upon a cure to the invalidity using reasonably best efforts towards this objective. If the parties are unable to reach agreement, the matter will be referred to a neutral arbitrator on an expedited

basis.

## **Article 15 - Uniforms and Luggage**

- A. The Company will provide New Hires/Trainees who have graduated training with their first basic uniform and accessories that are compliant with the current Company guidelines and procedures.
- B. The Company shall reimburse the CCM for the initial luggage purchase up to \$150 and up to \$150 for replacement every two (2) years. A receipt will be required for reimbursement.
- C. CCMs will wear their uniforms as prescribed by the Company regulations at all times while on duty as an active member of the crew.
- D. Any additional items required by the Company as part of the uniform will be initially provided by the Company except for personal grooming, socks, stockings, and shoes.
- E. The Company shall meet with the Union to agree with a system for uniform and luggage replacement and optional item purchases.
- F. In the event of a complete or partial change of basic uniform pieces, determined and necessitated by the Company, the Company will pay for those replacement pieces required to be worn or used by the CCMs.
- G. LUGGAGE REPLACEMENT
  - 1. Luggage that is lost or damaged while on duty (except when due to CCM negligence or misuse) will be repaired or replaced at the expense of the Company. In the event that luggage is lost or damaged due to ground handling, the CCMs will be responsible to file a claim with ground handling for any lost or damaged luggage.

2. In the event of a delay in receiving a CCM's luggage, the CCM may be reimbursed for reasonable expenses. The Company will be responsible for any losses but the CCM will assist in filing a claim.

H. The Company will provide a properly fitted uniform to the CCM according to the uniform measurements determined by the uniform company. The Company designee should approve all alterations to the uniform. Alterations must follow uniform standards and will be reimbursed.

I. A CCM may wear the current Union emblem or pin. CCMs will be allowed to use a union luggage tag along with the Company luggage tag.

J. A CCM will not be required to display their name on any part of the uniform.

K. Uniforms, luggage, and accessories that are lost or damaged while on duty (except due to the CCM's negligence or misuse) will be repaired or replaced by the Company with proper verification from the Company designee.

L. A CCM who has their company ID stolen, lost, or damaged should report the incident as per Company procedures. Such items will be replaced at no cost to the CCM.

M. The Company shall meet with the Union to discuss any anticipated significant change concerning the appearance and/or composition of the uniform.

# Article 16 - Grievances

## A. REPRESENTATION

1. The Union will be represented by the MEC President, MEC grievance chairs and other properly designated Union grievance representatives. Union will advise the company in writing of the individual or individuals who will serve in this capacity.
2. The Company will be represented by designated authorized personnel, with knowledge of the respective grievance and the circumstances underlying and giving rise to the discipline underlying the grievance. The Company will advise the Union in writing of the specific persons, by name or position, who will serve in this capacity.
3. The Union and the Company will, at all times, as practicable, keep the other party advised, through written notice, as to any change in the party's authorized representatives.

## B. DISCIPLINARY INVESTIGATIONS

1. When the Company convenes a scheduled in person meeting for the purpose of investigating misconduct or violation of Company's rules and policies and where at such meeting disciplinary action is likely to issue, the CCM shall be entitled to the following:
  - a. An opportunity to present at the meeting information relevant to the investigation;
  - b. The presence of a Union representative, at the specific request of the CCM.
2. The Company shall provide to the Union copies of all documents that the Company intends to use as a basis for the issuance of discipline, so long as such information is not privileged and, if confidential, the Company, if practicable, shall require the Union enter into a confidentiality agreement (or will redact such

information, if practicable) before providing any such information to the Union.

3. A CCM may be held out of service with pay by the Company, during its investigation of a matter which may lead to discipline or discharge.
4. Notice of all discipline involving loss of pay and discharges shall be issued in writing upon the conclusion of the investigation and shall set forth the precise charge(s) against the CCM. A copy of all written discipline will be sent by the Company to the Union representative.
5. The Company will commence an investigation for which disciplinary action may be issued within thirty (30) days from the time the Company first has clear and reasonable knowledge of the incident giving rise to the potential discipline.
6. Time limits in this Article may be extended by mutual agreement between the Company and Union.
7. Nothing in this Section B. of this Article shall apply to those CCMs who have not yet successfully completed their probationary period (i.e., 6 months of continuous employment) with the Company.

#### C. DISCIPLINE AND DISCHARGE GRIEVANCES

1. The Company will provide the CCM with notice of any written discipline, including a short, concise statement of the reason(s) therefore. Such notice will be delivered to the CCM in person, by e-mail, certified mail, return receipt requested, or by other commercial delivery service with tracking capability. A copy of the written discipline will be sent to the designated MEC Grievance Chair via e-mail.
2. A CCM who is disciplined, or a union representative acting on their behalf, may appeal the Company's decision by filing a written grievance with the Company, including a short, concise statement of the reason(s) therefore. Delivery of

the grievance to the Company's designated authorized personnel will be in person, by e-mail, certified mail, return receipt requested, or by other commercial delivery service with tracking capability. Such grievance must be received by the Company's designated authorized personnel no later than fourteen (14) calendar days following the CCM's receipt of the Company's written discipline.

3. Nothing in this Section C. of this Article shall apply to those CCMs who have not yet successfully completed their probationary period (i.e., 6 months of continuous employment) with the Company.

#### D. NON-DISCIPLINARY GRIEVANCES

1. A grievance under this Article is any material dispute between a CCM and the Company arising out of the interpretation or application of particular Articles (of subsections thereof) of this Agreement, as amended.
2. A CCM(s), the MEC President or MEC Grievance Chair, (but only one between them for the same subject matter or action taken by the Company) or the Company may file a grievance.
3. Prior to filing a grievance, the CCM(s) or MEC President/MEC Grievance Chair (but only one between them with the Company for the same subject matter or action taken by the Company) and the Company will discuss the matter with the other party in an effort to resolve the dispute.
4. Non-disciplinary grievances must be received by the Company, [or the MEC President, if a Company grievance] within thirty (30) days of the time the affected CCM(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, by e-mail, certified mail, return receipt requested, or by other commercial delivery service with tracking

capability.

5. Nothing in this Section D. of this Article shall apply to those CCMs who have not yet successfully completed their probationary period (i.e., 6 months of continuous employment) with the Company.

#### E. GRIEVANCE HEARING AND APPEALS

1. The Company will conduct an informal hearing on a bimonthly basis on a mutually agreed upon date, with the Union. If there are outstanding terminations, the Company will meet with the Union on a monthly basis. 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 bimonthly grievance hearing sufficient to account for absence(s) in the CCM's roster. When such notice may not reasonably be provided, necessary Union participants will be released from duty, on an unpaid basis, in order to attend the bimonthly grievance hearing, so long as such release will not unreasonably interfere with the operations of the Company, as determined by the Company.
3. Hearings will be held at reasonable times and at the general offices of the Company, unless mutually-agreed otherwise.
4. Within fourteen (14) calendar 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 MEC Grievance Chair with a copy to the AFA's Legal Department (or the Union's decision will be issued to the Company's designated authorized personnel) via in person, by e-mail, certified mail, return receipt requested, or by other commercial delivery service with tracking capability. The inadvertent failure to copy the AFA Legal Department shall not result in the Company

violating the timelines specified in this Section.

5. If the decision issued pursuant to Section E.4., above, is not satisfactory to the affected party, it may be appealed by the Union [or the Company in the case of a Company grievance] to the System Board of Adjustment (“Board”) in accordance with Article 17. 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(s) at issue.
  - b. A statement of facts.
  - c. The position of the CCM(s) (by the CCM(s) or by the Union on the CCM(s) behalf for a grievance filed by the CCM(s) or by the Union on their behalf).
  - d. The position of the Company (by the Company for a grievance filed by the Company).
  - e. A reference to the provision(s) of this Agreement alleged to have been breached.
  - f. The relief requested.
7. Nothing in this Section E. of this Article shall apply to those CCMs who have not yet successfully completed their probationary period (i.e., 6 months of continuous employment) with the Company.

#### F. GENERAL

1. The Company will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.
2. The Union will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.

3. Union representatives and necessary employee witnesses reasonably required to attend will be given an opportunity to do so without loss of pay.
4. At each step of the grievance procedure, the Company and Union recognize a desire and need to handle grievances within the time limits set forth in this Article.
5. Any decision made during the grievance procedure which is not appealed within the time limits provided in this Agreement shall be final and binding, except by mutual agreement of the Company and the Union to extend and time limit. 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 of Adjustment, unless mutually agreed upon by the Union and Company to hold over the particular grievance to the next available hearing date.
6. All time limits in this Article 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.
7. When a grievance by the Union is filed, it will be written on an AFA grievance form (paper or electronic) and shall contain a brief statement of the alleged facts, reference to the provision(s) of this Agreement alleged to have been breached, and the relief sought.
8. When a grievance by the Company is filed, it will be written on Company letterhead or grievance form and will contain a summary of the relevant alleged facts and sufficient reference to policies, rules and/or regulations of the Company alleged to have been breached (or, if applicable, any unlawful or illegal conduct or actions by the CCM(s)), and reference to the provision(s) of this Agreement alleged to have been breached, and the relief sought.
9. Nothing in this Section F. of this Article shall apply to those CCMs who have not yet successfully completed their

probationary period (i.e., 6 months of continuous employment) with the Company.

# Article 17 - System Board of Adjustment

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment (hereinafter referred to as the "Board") for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to the Board after all steps and procedures for settling disputes, i.e., the Grievance Procedure, as set forth in Article 16, have been fully exhausted.

## A. COMPOSITION AND SELECTION OF THE BOARD

1. The Board will be comprised of three (3) members (i.e., "arbitrators), under the following protocol: one (1) member selected by the Union, one (1) arbitrator selected by the Company and a third neutral arbitrator who will be selected in accordance with Section A.2. below, to properly conduct the Arbitration.
2. The neutral arbitrator shall be selected by the parties from the panel of thirteen (13) arbitrators, which such panel to be hereafter agreed to by the parties. If agreement cannot be reached, the parties will alternately strike names from the list until one (1) remains and that individual shall serve as the neutral arbitrator (the "Chairperson").
3. If, for any reason, the neutral arbitrator (as agreed to by the parties or otherwise selected by default by the parties' striking of names) is unable to serve, then the last name stricken shall serve as the Chairperson. Nothing herein prohibits the parties, by mutual agreement, from choosing a neutral arbitrator other than the thirteen (13) named in the panel.
4. A selected member of the panel shall serve until removed by the party which selected that member. The parties may remove a neutral member 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 or has heard at least one (1)

case.

5. 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 (in accordance with Section A.4) that party shall provide the other party written notice of intent of at least thirty (30) days. In such event, the parties shall immediately confer and by mutual agreement, to name a replacement neutral. 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.

## B. DOCKET AND LOCATION OF HEARING

1. Each grievance presented to the Board shall be treated as a separate case, unless the parties mutually agree, in writing, to consider one or more cases as a single case.
2. The Board shall convene at the location(s) where (i) the grievance arose, (ii) the most convenient to the majority of the individuals necessary to the proceedings, or (iii) at such location where the parties mutually agreed upon. If the parties cannot agree to a location, then the Chairperson shall decide the location of the hearing.

## C. PROTOCOL AT HEARING AND POWERS OF THE BOARD

1. Notice of grievances appealed to the Board by one party shall be served in writing upon the other party and shall include the prior grievance and response, which shall thereafter be provided to the Chairperson, together with

a copy of this Agreement.

2. The Union and the Company will be represented at Board hearings by any such person or persons as they may choose and designate, including but not limited to legal counsel of their choosing.
3. All decisions of the Board in all cases properly referred to the Board shall be final and binding.

#### D. JURISDICTION OF THE BOARD

1. The Board shall have jurisdiction over disputes between the Union and the Company concerning matters of dispute between any CCM and the Company growing out of the interpretation or application of any of the terms of this Agreement.
2. Consistent with the other provisions of this Agreement, the Board shall decide only the specific dispute or issue submitted to the Board, and shall have no power to add to, subtract from or alter any of the terms or provisions of this Agreement.
3. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, rostering, scheduling, or any other working terms and conditions of employment covered by this Agreement or any amendment thereto, except as the parties may agree to submit to the Board.
4. The Union shall provide the Company with notice of its necessary participants in a Board hearing sufficient to include such absence in the CCM's preferential bid schedule. When such notice may not reasonably be provided, CCMs that are necessary Union participants at a 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, as determined by the Company. Any release from duty under this Section C.4 will always be unpaid by the Company.

5. When it is mutually agreed by the Company and the Union that a stenographic report of a Board hearing is to be taken, the cost (of stenographer and resulting transcript of the hearing) will be borne equally by the Company and the Union. In the event it is not mutually agreed that a stenographic report of a Board proceeding will be taken, any transcript ordered by either party (through the hiring of a stenographer) shall be timely furnished to the other party upon request of the other party, provided that the cost of such transcript shall then be borne equally by the parties.
6. Each Board member will be free to discharge their duty in an independent manner, without fear that their relations with the Company or the Union may be affected in any manner by any action taken by them in good faith in their capacity as a Board member.
7. A majority vote of the members of the Board shall be competent to reach a decision. Decisions of the Board properly referable to it shall be final and binding upon the parties thereto.

#### E. EXPENSES AND TRANSPORTATION

1. Each of the parties hereto will assume the compensation, if any, and travel and other expenses of its own attorney, witnesses and/or others designated, called or summoned persons by each party to assist such party at the hearing.
2. Witnesses, of any party at the hearing, who are employees of the Company, shall receive free round-trip transportation if practicable and feasible in the Company's sole discretion, from the point of assignment to the point at which they must appear as witnesses, and then back to point of origination or (if different) to point of next of assignment, to the extent permitted by law.
3. The expenses and compensation for the Chairperson and the cost incurred in holding any hearing before the Board (e.g., hearing room rental, Chairperson's fees,

Chairperson's travel expenses, court reporter, transcript, etc.) shall be borne equally by the Company and the Union.

# Article 18 - Benefits

## A. HEALTH INSURANCE

1. The Company shall provide a Benefits Plan. This shall include Health Insurance, Dental, Vision, Travel Insurance, Short Term Disability, and Life Insurance. The Company and the Union shall meet and agree to the features of the plan and the cost sharing obligations of the Company and the CCM.
2. The plans shall not be diminished by the company without the consent of the Union.
3. Nothing in this section shall prevent the company from changing insurance carriers or improving current insurance benefits if the company desires to change the plan provider. The Company will notify the Union in advance and ensure there is no significant disruption in the network.
4. Pregnancy benefit. According to EASA regulation, CCM will be placed on pregnancy leave beginning at sixteen (16) weeks (or 26 weeks with a doctor's note) of pregnancy.
  - a. A CCM shall receive six (6) weeks of fifty percent (50%) of the monthly guarantee from the time the CCM is placed on pregnancy leave. All mandatory deductions, including insurance deductions will apply.
  - b. After this six week period, the Company insurance coverage will be maintained for CCM on pregnancy leave. The Company will cover the employee premium contribution, for the Company sponsored plan. This includes employee medical coverage only, and until the birth of the child. For CCM's enrolled in non-Company sponsored plans, the Company will cover, up to current employee premium costs, with proof of payment.

B. The Company shall meet with the Union prior to open enrollment and share information regarding benefits.

C. RETIREMENT SAVINGS PLAN (401(k))

1. CCMs shall be eligible to participate in the Company's 401(k) plan. 401(k) enrollment will be open during an open enrollment period on at least an annual basis.
2. A CCM may contribute up to the maximum deduction as provided for by law. Salary deferrals and Company contributions will be deposited no later than the seventh (7th) business day following the month in which the CCM elective contributions were withheld or received by the Company. The CCM's own contributions are totally vested immediately. Vesting of company contributions shall be thirty-three percent (33%) after the CCM completes their first year of employment, sixty-six percent (66%) after the CCM completes their second year of employment, and one hundred percent (100%) after the CCM completes their third year of employment.
3. The Company shall match one hundred percent (100%) of the CCM's first four percent (4%) contribution to their 401(k) on a monthly basis.
4. The Company shall absorb all expenses of the Plan except for fees and/or charges related to individual accounts.

D. ID TRAVEL

1. ID Travel for CCMs and retired CCMs, shall be governed by Company ID Standby policy.
2. Any pass entitlements extended to another Company employee group will also be offered to CCMs and their families.
3. Suspensions of ID travel can be appealed to the Company following the internal procedure of the Company.

4. The Company and AFA shall make good faith efforts to secure reciprocal jumpseat agreements with other air carriers.

# **Article 19 - Union Activities**

## **A. MONTHLY REPORT**

Upon request, the Company will provide to the Union a monthly electronic copy of current addresses and phone numbers, and home bases of all CCMs employed by the Company.

## **B. NEW HIRE LIST**

The Company will provide the Union with an electronic copy of the addresses, phone numbers, and base assignments of all new hire/trainees employed by the Company who are eligible for Union membership at the successful completion of their CCM training.

## **C. DISTRIBUTION OF AGREEMENTS**

Upon request from the Union, the Company will distribute to each CCM in the crew room a paper and electronic copy of this Agreement once this Agreement is reached and effective between the Company and the Union. New hire CCMs will be provided a paper copy of the Agreement during training.

Additionally, an electronic copy of the Agreement will be made available to the CCMs.

## **D. USE OF COMPANY BULLETIN BOARDS**

The Company will provide to the union a physical bulletin board space in each crew room for use by the Union for union business and activity.

## **E. MONTHLY MEETINGS**

The Union and members of Human Resources and if needed the Cabin Administration with adequate authority to make operational changes shall schedule meetings as needed to

discuss current issues affecting the cabin crew. The locations of the meetings shall be by mutual agreement and may be held remotely by mutual agreement.

#### F. POSITIVE SPACE TRAVEL FOR UNION REPRESENTATIVES

Upon Company confirmation of the meeting, the Company will provide air transportation for union representatives meeting with the Company.

#### G. UNION PULLS

1. The Company will approve requests by the MEC President for the release of CCMs from duty to conduct union business.
2. Any requests for time off from within this clause must be pre-noticed in advance of the request deadline set by Crew Planning (currently the 20th of the month 2 months prior) with the exception of MEC officers.
3. If, through no fault of the Union, a request cannot be sent before the Crew Planning deadline, the Company shall grant union leave requests with 72 hours' advance notice provided it does not cause an operational disruption. The request will specify the reason for the union leave and should be addressed to Human Resources.
4. Where it is not reasonably practicable to give advance notice of such requests, the Company will use its reasonable endeavors to accommodate such requests.
5. The days for which union business is requested will be identified as union business **coded as UNI** on the CCM's schedule.
6. The minimum number of days off specified in Article 6 of this Agreement will be maintained as long as the request for release is received prior to the monthly schedule release.
7. A CCM who has an assignment pulled due to union business will receive full pay and credit for the pulled assignment or four (4) hours of pay/credit per day at their hourly rate (including special qualification pay if applicable),

whichever is greater.

8. A CCM who performs union business on a day off will receive four (4) hours at their hourly rate (including special qualification pay if applicable).
9. The Company will invoice the Union for the amounts paid to CCMs for conducting union business. The Company will make its best efforts to invoice the Union on a monthly basis for amounts paid to CCMs in the prior month but not later than the 2nd month after the month in which the CCM was paid for the absence.

Example: For a CCM 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.

#### H. COMPANY PROVIDED FLIGHT PAY LOSS

1. The Company agrees to provide the following hours per month for conducting Union business. The Union will not be invoiced for these hours.
  - a. Eighty (80) hours for the Master Executive Council (MEC).
2. In addition to the hours specified above, the Company shall not invoice the Union for hours released due to collective bargaining negotiations for up to three negotiations committee members.

#### I. UNION LEAVE

1. A CCM employed by the Company and elected as an officer of the union or appointed as a staff member of the union may be granted full time leave for union business provided the Union gives the Company 60 days prior written notice.
2. Any such leave under this Section shall be unpaid by the Company for the entire leave.

3. For leaves under this section a maximum of two (2) CCMs maybe allowed by the Company to take leave at the same or for any overlapping periods.

#### J. NEW HIRE/TRAINEE PRESENTATION

1. A Union representative will be permitted to address new hires/trainees during training. The Company will decide on the date and time for such a meeting. The time allotment for the Union will be two (2) hours.
2. During the union's presentation, the Union may distribute and collect materials, names, addresses, and other contact information from the new hire/trainees who are eligible for Union membership. A management representative will not be present during this time.

## **Article 20 - Union Security**

- A. Each CCM who fails to voluntarily acquire or maintain membership in the Union will be required as a condition of continued employment beginning sixty (60) days following the commencement of their employment or as provided for by the Union's Constitution and Bylaws, whichever is later, to pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such CCM. This service charge will be an amount equal to the Union's regular and usual dues and periodic assessments, including MEC assessments. Deduction of dues or service charges will be as specified in Section G. below.
- B. The provisions of the Article 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 CCM, including CCMs who transfer to a position as described in Seniority Article 11, or to any CCM to whom membership in the Union was denied or terminated for any reason other than the failure of the CCM to pay initiation (or reinstatement) fee, or to any CCM not required to make such a payment pursuant to the Union's Constitution and By Laws.
- C. If a CCM covered by this Agreement becomes delinquent in the payment of their service charge or membership dues, the Union will notify such CCM by Certified Mail, Return Receipt Requested, copy to the Company that the CCM is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a CCM and that they 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 CCM remains delinquent, the Union will certify in writing to the Company, copy to the CCM that the CCM has failed to remit

payment within the fifteen (15) day grace period allowed and is therefore to be discharged. The Company will thereupon take proper steps to discharge such CCM from the service of the Company.

E. A grievance by a CCM who is to be discharged as a result of an interpretation or application of the provisions of this Article will be subject to the following procedures:

1. A CCM who believes that the provisions of this Article have not been properly interpreted or applied as they pertain to her/him, may submit their request for review in writing within five (5) days from the date of their notification by the Company as provided in Section D. above. The request must be submitted to the Company who will review the grievance and render their decision in writing not later than fourteen (14) days following receipt of the CCM's grievance.
2. The Company will forward their decision to the CCM, 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 CCM 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 Article, and until a final decision award by the Company or neutral referee, the CCM will not be discharged from the Company nor lose any employment rights because of noncompliance with the terms and provisions of this Article.

1. If a CCM is discharged by the Company, and such discharge is

sustained by a neutral referee, such CCM, under the provisions of this Section will be deemed to have been “discharged for cause” within the meaning of the terms of this Article.

2. It is agreed that the Company will not be liable for any time or wage claims of any CCM discharged by the Company pursuant to a written request by an authorized Union representative under the terms of this Article.
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 request from an authorized Union representative under the terms of this Article.

G.

1. During the life of this Agreement, the Company agrees to deduct from the pay of each CCM 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 CCM voluntarily executes the following agreed upon form. This form, “Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues”, also known as a Service Charge and Dues Form, will be prepared and furnished by the Union.
2. When a CCM properly executes such Service Charge and Dues Form, the Treasurer of the Union will forward an original copy to the Company. Any Service Charge and Dues Form which is incomplete, or improperly executed, will be returned to the Treasurer. A CCM may revoke their Service Charge and Dues Form upon thirty (30) days’ notice of such revocation. Any notice of revocation as provided for in this Agreement or Railway Labor Act, as amended, must be in writing, signed by the CCM and delivered by Certified Mail, addressed to the Company,

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 Company, 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 Article.
4. The Company will remit to the Union a Company check for payment of all dues collected on a monthly basis and remitted within 10 business day after the final pay day of the month. The Company remittance of the Union membership dues to the Union will be accompanied by electronic listing of names, employee number and amounts deducted for CCMs for whom deductions have been made. The electronic list will be in electronic format that is selectable, editable, and in an export-friendly file type.
5. No deduction for the Union dues will be made from wages of any CCM 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 CCM covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the CCM has not revoked the assignment pursuant to this Article and of the Railway Labor Act, as amended.
6. The Company shall send the following information each month to the International Office of the Union in an electronic format that is selectable, editable, and in an export-friendly file type.
  - a. A list of all CCMs who have separated from the Company due to termination, retirement, resignation, etc.
  - b. A list of all CCMs who have transferred between bases/domiciles that month.

- c. A list of CCMs on leave of absence including off payroll dates and return to work dates.
  - d. A new hire list including training graduation dates.
  - e. Address reports including phone and email for each CCM.
  - f. An updated seniority list.
7. 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 CCM 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 the CCM's 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.

**AUTHORIZATION FOR CHECK-OFF OF UNION DUES**

I hereby authorize the Company to deduct from my first paycheck of the month the amount equivalent to 50% of the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union. Dues shall be deducted from the first paycheck of the next month and every month thereafter.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to 50% of the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union. Dues shall be deducted from the second paycheck of the next month and every month thereafter.

Separate and apart from all deductions for initiation fees and dues referenced herein, I also direct the Company to deduct from the second paycheck of each month an additional amount, equal to one month's dues, for the purpose of satisfying any current or future dues arrears obligation and to pay such amount directly to the designated officer of the Union. Such arrears deduction shall continue until the entire dues arrearage is satisfied.

I agree that this authorization shall be irrevocable for a period of one year from the date of execution and thereafter may only be revoked by sending written notice to the International Secretary-Treasurer of the Association of Flight Attendants via certified mail, return receipt requested. Dues deductions will then cease within 60 days of the receipt of the revocation by the International Secretary-Treasurer.

Contributions or gifts to the Association of Flight Attendants-CWA are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

\_\_\_\_\_ Employee Number Previous  
AFA Council \_\_\_\_\_ Initiation Fee  
Monthly Dues

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Employee Name (please print) Domicile/Home Base

Home Address  
\_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State

\_\_\_\_\_ Zip \_\_\_\_\_

Please complete and return to:

Association of Flight Attendants–CWA, AFL-CIO, 501 3rd Street, NW, Washington, D.C.  
20001-2797

For AFA International Use Only Initiation Fee Waiver:

\_\_\_\_\_ Yes \_\_\_\_\_ No Amount in Arrears:

\_\_\_\_\_ As of: \_\_\_\_\_

# Article 21 - Charters

## A. SCHEDULING

1. All charters flying will be distributed based on bidding on seniority order. If there are not enough volunteers, charter flying will be ordered in reverse seniority order.
2. CCMs will have guaranteed days off at home base. Crew may elect to spend days off out of base via bidding or written consent to the Company
3. Crew positioning to/from US will be provided transportation to/from their home airport as long there's no significant cost v. home base (e.g. JFK)
4. Crew will be able to sell days off to be utilized on their days off at the agreed upon rate in this agreement.
5. Crew members will not be required to operate charters to/from active war zones and/or hostile political environments. Charters to such places shall only be assigned on a volunteer basis and the Company shall pay an agreed "hazard" pay, in addition to all other compensation.

## B. TRANSPORTATION

Crew shall have organized transportation or rideshare service arranged by the company for transportation to and from the hotel. If organized transportation is unavailable, crew will be authorized to use rideshare services and be reimbursed by the company

## C. ACCOMMODATION CONSIDERATIONS FOR LONG TRIPS (10+ days)

1. The CCM shall be provided one bottle of water per day at no charge.
2. The Company shall reimburse laundry expenses (arranged through the crew hotel or local service).

## D. GENERAL

Any CBA protections currently provided in this agreement for scheduled commercial flights (e.g., Visas, Trainings, and other items not specified) shall also apply to charters

## **Article 22 - Duration**

This Agreement shall become effective on the Date of Ratification by the CCMs **(insert date)** and shall remain in full force and effect for three (3) years from Date of Ratification **(insert date)** , and shall renew itself without change each succeeding year 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 sixty (60) days and up to six (6) months prior to, or any (insert date) thereafter.