



## **AGREEMENT**

between

**The CONTINENTAL AIRLINES, INC. Subsidiary  
Of United Continental Holdings, Inc.**

and

**The  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Flight Attendants**

January 1, 2010 – September 2, 2012

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# **Section 1 – Recognition, Scope, Successorship and Mergers**

## **A. Recognition**

In accordance with certificate (C-6232) issued by the National Mediation Board on October 31, 1990, Continental Airlines, Inc. (the “Company”) hereby recognizes the International Association of Machinists and Aerospace Workers (the “IAM” or the “Union”) as the duly designated and authorized collective bargaining representative of the flight attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

## **B. Scope**

This Agreement shall be applicable to flight attendants employed by the Company assigned to bases in the United States, its territories and possessions within the jurisdiction of the Railway Labor Act, as amended. All flight attendant duties shall be assigned to and performed exclusively by flight attendants holding positions on the System Seniority List in accordance with the terms and conditions of this Agreement.

C. Employees covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains full and complete right and power to exercise its

reasonable management authority in the operations of its business. Such management authority includes, but is not limited to, the right to manage and direct the work force, including, but not limited to, the right to hire, promote, demote, transfer, and control operations and to establish and/or change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities; the right to determine and change the number, size and location of bases and facilities, and the number of employees and the work to be done at each; and the right to establish and/or change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discharge or otherwise discipline employees for just cause subject to the appeal procedure provided herein. No retained management right will be waived except by the express written agreement of the parties.

D. The Union and the flight attendants will not engage in any strike, including a sympathy strike, during the term of this Agreement. The Company reserves the right to seek injunctive relief for any violations of this no-strike clause. The Company agrees not to lock out any flight attendants during the term of this Agreement.

E. Successorship and Mergers

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as

amended. For purposes of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions.

2. No contract or other legally binding commitment involving the transfer of ownership or control pursuant to a successorship transaction, whether by sale, transfer or lease of the Company or substantially all of its assets, will be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of entering into, concluding and implementing such transaction that the rates of pay, rules and working conditions set forth in this Agreement will be assumed by the successor employer, and employees on the then current flight attendant seniority list will be employed in accordance with the provisions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any substantial part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a definitive agreement with respect to a transaction as herein described.

3. In the event of a merger of airline operations between the Company and another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger flight attendant seniority list in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.
4. In the event of a merger of airline operations, this Agreement shall be considered to be amendable as provided in the Duration Section of this Agreement and Section 6 of the Railway Labor Act. Integration of the flight attendant groups shall not occur until the applicable seniority lists are merged pursuant to procedures as described above, and agreement is reached over rates of pay, rules, and working conditions for the post-merger craft or class. Prior to such agreement, the terms and conditions of this Agreement shall continue to apply to the employees whose names appear on the Company's flight attendant seniority list.
5. The following additional requirements shall be applicable in the event of a merger, purchase or acquisition involving the Company, regardless of the identity of the surviving carrier or whether formerly separate operations are to be integrated.

- a. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Company flight attendants, so long as such recognition is consistent with the Railway Labor Act and any applicable rulings or orders of the National Mediation Board. Recognition of a post-merger representative shall be governed by the Railway Labor Act and by any applicable rulings or orders of the National Mediation Board.
- b. Subject to applicable securities and other laws and regulations, the Company will review with the Union the details of any material agreements relating to successorship transactions in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.
- c. In advance of any operational integration, the Company or surviving carrier, if different than the Company, will accept the integrated seniority list accomplished in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.

- d. The inflight operations of the Company and those of the other air carrier shall be kept separate unless and until the processes described in paragraphs (D) (3) and (4) above are completed. During such time of separate operations, flight attendants shall not be interchanged without the Union's written consent.
  - e. Until the processes described in paragraphs (D) (3) and (4) above are completed, no employee covered by this Agreement shall be furloughed as an effect of the merger, purchase or acquisition.
  - f. The Company or surviving carrier, if different than the Company, shall meet promptly with the Union upon request to negotiate the implementation of the requirements of this paragraph.
6. The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this Paragraph D on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 20 of this Agreement. The dispute shall be heard no later than

thirty (30) days following the submission to the system board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

## Section 2 - Definitions

A. Airport Alert

“Airport Alert” is that period of time a flight attendant is required to be at the airport available for assignment to flight duty.

B. Base

A “base” is a location where a flight attendant is based, which may consist of co-terminals.

C. Bid Line

A “bid line” is a full bid period of assignments for a flight attendant, in her/his base, with specific dates and trips delineated. It includes scheduled time, as well as known special assignments, and/or reserve duty days.

D. Block to Block

“Block to Block” means the period of time beginning when an aircraft first moves away from the ramp blocks and ending when the aircraft comes to a stop at the ramp blocks, at either intermediate stops or final destination.

E. Calendar Day

“Calendar Day” means from midnight to midnight.

F. Co-terminal

A “Co-terminal” is two or more airports serving the same geographical area.

G. Deadheading

“Deadheading” means the transport of a flight attendant for the purpose of covering or returning from a flying assignment.

H. Displaced

“Displaced” means the forced transfer of a flight attendant from one base to another.

I. Domestic Partner

Domestic Partner shall mean a person who has an intimate, committed relationship of mutual caring with a flight attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:

1. Have resided at the same residence and household as the flight attendant for at least six (6) consecutive months while in such a committed relationship, and
2. Be at least eighteen (18) years of age and not legally married, and
3. Be mutually responsible with the flight attendant for each other’s welfare and obligations, and

4. Is not related by blood or adoption to the flight attendant, and
5. Be the sole domestic partner with the flight attendant, and have been so for at least six (6) consecutive months, and
6. Be of the same gender as the flight attendant, and
7. Have provided the Company with either a notarized affidavit affirming his/her qualification as a domestic partner pursuant to this paragraph, or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration.

J. Drafting

“Drafting” is the mandatory assignment of a flight attendant to a trip pairing.

K. First Flight Attendant

“First Flight Attendant” means a flight attendant who, in addition to performing flight attendant duties, is responsible for coordinating and directing the activities of the cabin crew, and for completing all required reports and documentation.

L. Flight Attendant

“Flight Attendant” means an employee of the Company whose duties consist of performing or assisting in the performance of cabin service, standby duty, ground service, and related duties, as defined by the Company Policies and FAA regulations, in a resourceful and gracious manner. As a safety professional, these duties include responsibility for applying these services for the welfare, comfort, and safety of passengers. The flight attendant will assist passengers with the completion of custom and immigration forms when necessary. Whenever the term flight attendant is used, it will include the male and female gender.

M. Flight Time Credit

“Flight time credit” is actual flight time on regularly scheduled flights, extra sections, charter trips, or other flights where the flight attendant is assigned as member of the crew.

N. Foreign Language Base

A “Foreign Language Base” (FLB) is a base which is staffed exclusively by flight attendants who have been qualified as foreign language speakers. FLB may also be used to refer to FLSs who are based in foreign language bases.

O. Foreign Language Speaker

A “Foreign Language Speaker” (FLS) is a flight attendant who has been qualified in accordance with Company standards and this Agreement to

perform flight attendant duties in markets in which the ability to speak a foreign language is required. Foreign language speakers will assist passengers with the completion of customs and immigration forms and other necessary customer service translation information. Foreign language speaker flight attendants will make announcements over the public address system on the flight as required when directed by the ISM or First Flight Attendant. Foreign language speakers may be based in any base. Foreign language speakers who are not based in foreign language bases form the “at-large” group of foreign language speakers.

P. International Service Manager

“International Service Manager” (ISM) means a flight attendant who, in addition to the duties of a regular flight attendant, is responsible for (a) the coordination, leadership, and direction of the cabin service crew in accordance with service standards, (b) coordination of Inflight sales, and (c) preparation and handling of all reports and documentation as may be required by the Company.

The ISM will assist the flight attendants in the performance of their responsibilities for the preparation and handling of all forms, reports and documentation, and all accounting and paperwork required for sales and transactions on the flight. The ISM shall be responsible for reporting and depositing all receipts from all such transactions in accordance with Company requirements. In addition, the ISM shall be responsible for all briefings and announcements on the public

address system on board the aircraft. The Company shall furnish all necessary tools and equipment for the performance of such duties.

Q. Per Diem

1. “Basic per diem” means the hourly expense reimbursement for expenses reasonably anticipated to be incurred by a flight attendant while engaged in flight operations involving domestic flights and flights including destinations in Canada, Central America, and Mexico.
2. “Premium per diem” means the hourly expense reimbursement for expenses reasonably anticipated to be incurred by a flight attendant for time away from base while engaged in flight operations to or from an airport not included in the Basic per diem definition. (e.g., Alaska, the Caribbean, Hawaii, Africa, South America, Australia, Europe, or Asia).

R. Published Time

“Published time” is time listed on crew routings provided to crew members by the Company.

S. Reserve

“Reserve” is a flight attendant who is required to be available for assignment to flight duty, either as a Call-out, a Ready, or on Airport Alert reserve duty. Flight attendants on reserve or airport alert

status are required to perform traditional flight attendant duties, which may include customer service duties at the airport.

1. Ready Reserve

A Ready Reserve is a flight attendant who must be available to be contacted for duty assignments on a twenty-four (24) hour standby basis.

2. Call-Out Reserve

A Call-Out reserve is a flight attendant required to be available to be contacted for duty assignments only during assigned notification periods contained in the monthly bid packet in accordance with Section 5.1.3.b.

T. R Days

“R Days” are calendar day(s) of required availability for assignment to flight duty which may be scheduled in lines of time, placed in open time, used in reassignment, or assigned.

U. Scheduler/Crew Coordinator

The Company representatives responsible for scheduling the day-to-day operations of flight attendants.

V. 72 Hour Window

The “72 hour window” is the time during which

open time first becomes available to flight attendants for trip trading for the next bid month. The 72 hour window will open at least three 24-hour periods before 0001 Central Standard Time of the first day of the new bid month. The 72 hour window will be indicated on the bid packet.

W. Specially Qualified

A “specially qualified” flight attendant is a flight attendant on the System Seniority List who has satisfied special requirements (in addition to the normal flight attendant requirements) under the Company’s qualifications, and is awarded a position utilizing such special qualifications. These flight attendants may be required to make a minimum commitment to the special qualifications program(s) in which they elect to participate. Current programs include Foreign Language Speakers, International Service, and International Service Managers.

X. Trip Pairing or Trip

A “trip pairing” or “trip” is one or more flight segments. A “flight segment” is an individual component of a trip or trip pairing, which includes no more than one take-off and one landing. Trip pairings are published in the monthly bid packets.

Y. Unscheduled Trip

An “unscheduled trip” is a trip not operated on published schedules, such as an extra section, a ferry flight or a charter, etc.

Z. Voluntary Furlough

“Voluntary Furlough” means a furlough which is accepted (e.g., to avoid being displaced) by a flight attendant who has the right to displace the most junior flight attendant on the system.

## Section 3 - General

### A. Nondiscrimination

The Company and the Union will comply with all applicable Federal, State, and local anti-discrimination laws.

### B. Records

1. Flight attendants must maintain and provide the Company with a current address, telephone number and emergency contact telephone number. Flight attendants will not be required to notify the Company of their whereabouts on days off or when on vacation.
2. A flight attendant will not be required to update her/his employment records more frequently than once a year, except medical records, home address, telephone number, emergency contact, and benefits, including pass eligibility.
3. A copy of any form required to be completed by flight attendants will be made available to the flight attendant upon request.
4. Any information other than verification of employment, length of service and salary requested by any person(s) or agency(s) except an authorized governmental agency,

will not be released without the written permission of the flight attendant involved.

C. Passes

1. Flight attendants will be granted on-line passes and reduced rates for themselves and eligible family members that are extended to other non-management employee groups. Any improvements provided to other non-management employees will be extended to flight attendants and the Union will be notified of changes in the pass policy.
2. Once each year each flight attendant shall be entitled to designate one (1) travel companion to receive pass travel privileges. Each flight attendant may designate either one (1) travel companion or one (1) spouse for pass travel privileges, but not both. A married flight attendant may elect to designate a person other than her/his spouse as the travel companion, however should a married flight attendant so elect, her/his spouse will forfeit the spousal pass entitlement. Travel companions shall be entitled to the same travel privileges as are spouses under the Company's pass travel policies and shall, for purposes of travel be treated the same as spouses. The service charge for Companions shall be the same as the service charge applicable to spouses, however flight attendants designating travel companions who are not entitled to tax-free travel pursuant to the

Internal Revenue Code (a person other than a dependent child, parent or spouse) shall bear the tax burden of providing pass travel to such companions. Such costs shall be handled in the same manner as are the similar costs associated with Buddy pass travel.

3. Retired flight attendants and their spouses and eligible unmarried children will be granted the same on-line passes and reduced rate privileges as are other Company non-management retirees. They will also be eligible for other airline passes to the extent qualified by other carriers. For the purpose of this paragraph only, retired flight attendants will include flight attendants who retired on or after their fortieth birthday and have attained a minimum of twenty (20) years of seniority. The flight attendant's adjusted seniority date will be used to determine years of seniority.

D. Passports/Inoculations

1. Passport renewal reimbursement will be provided to active flight attendants.
2. Inoculations recommended by an appropriate United States governmental agency for any destination served by the Company shall be made available to flight attendants without charge. Such inoculations will be provided at Company designated locations only. It will be the flight

attendant's responsibility to keep her/his inoculation records current.

E. Savings Clause

Should any part of this Agreement be invalid by reason of any existing or subsequently enacted legislation or court decision, such invalidation of any part or provision of the 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 practice will be abandoned, and the Company will comply with the legislation or court decision. In addition, should any part of this Agreement or any Company policy or practice which pertains to a mandatory subject of bargaining, become invalid by reason of any existing or subsequently enacted legislation, regulation, or court decision, the parties agree to meet and confer for the purpose of agreeing upon a cure to the invalidity. If the parties are unable to reach agreement, the matter will be referred to a neutral arbitrator on an expedited basis.

F. System Seniority List

1. Upon request, but no more frequently than once a month, the Company will provide the Union with system-wide lists of flight attendants in seniority and alpha order.
2. Once during each month, the Company will provide the Union with the following information:

- a. List of flight attendant transfers,
- b. List of flight attendants who have been removed from the seniority list, and
- c. Names, addresses, and telephone numbers on file of new hires and the bases to which they have been assigned.
- d. List of address, area code and telephone number changes submitted by flight attendants to the Company. The list shall include the name, employee number and base for each flight attendant submitting such a change during the previous month.

G. Luggage

If the flight attendant on duty is required to check her/his luggage, the Company will establish procedures for handling luggage.

H. Insurance Indemnification

1. If a flight attendant 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 flight attendant's performance of her/his duties

with the Company, the Company through its insurers, will indemnify and save harmless the flight attendant from any money judgment or award rendered against her/him including a judgment for damages based on such flight attendant's negligence.

2. It is expressly understood that such indemnification of any flight attendant is limited by all terms and limitations of the Company's policy with its insurers. This provision will apply to civil actions for damages against a flight attendant's estate.

I. Telephones

The Company will provide flight attendants access to a reasonable number of working telephones for free local calls in each base, data ports, wireless access in existing crew lounges and toll free numbers to Scheduling.

J. Date/Time Stamps

Electric date/time stamps available at all times will be provided in each base.

K. Employment Verification

Upon a flight attendant's request, the Company will issue a letter verifying the status of that flight attendant's employment and other requested employment data.

L. Special Transportation

1. A flight attendant who becomes ill down line may be required to see a doctor before returning to her/his base. S/he will be flown home by the most direct route, (positive space on line) as soon as s/he is capable of traveling. The Company will provide hotel accommodations and per diem until the flight attendant is able to return home. In addition, the Company will reimburse expenses incurred traveling to and from a doctor and/or hospital. The Company will not be required to provide transportation to cities which are not served by the Company.
2. In the event the flight attendant dies while away from her/his base on Company business, the Company will return the remains to the flight attendant's base or alternate on-line city.

M. Orders in Writing

All orders to flight attendants involving a reduction in force, filling of vacancies, change in bases, furloughs, and leaves of absence will be in writing. They will be placed in the flight attendants' mailboxes and/or mailed to their residence.

N. Union Locking Mailbox

The Union may place a locking mailbox in each base in a location reasonably accessible to flight

attendants. The mailbox may be permanently mounted on a wall or as appropriate.

O. Lounges

The Company will furnish lounges for flight attendants at all bases.

P. Bulletin Boards

1. Glass enclosed lockable bulletin boards (maximum dimensions 3' x 5') acceptable to the Company may be provided by the Union at flight attendant bases. Each Board will be labeled as "Union." The Union and the Company will determine the location of the bulletin board by mutual agreement. Keys will be issued only to the Base Chairperson and to the Base Director.
2. The Company grants the use of Union Bulletins Boards and Union Bulletin Books in the flight attendant work area at each base for informational purposes only. Management retains the right to remove any objectionable document at any time.

Q. Flight Attendant Mailboxes

Materials approved by District 142 of the IAM may, with prior approval of the Base Director or the Vice President, Inflight, be distributed through the Company's flight attendant mailboxes. Prior approval will not be required for:

1. Union meeting notices, including agendas, or
2. Notices of Union officer nominations/ elections, including associated procedural instructions, or
3. Ratification announcements, or
4. Direct administrative correspondence with individual flight attendants relating to grievances, dues, or change of address matters.

R. Copy of this Agreement

The Company will provide each flight attendant with a copy of this Agreement within 60 days of the signing of this Agreement. All new flight attendants will receive a copy when hired. The Union and the Company will jointly prepare an index to this Agreement, which will be placed in each copy of the Agreement before distribution. The cost of printing and distributing this Agreement will be paid by the Company. The cover of the Agreement will be decided by mutual agreement between the Company and the Union.

S. Parking

Parking will be provided in a flight attendant's base. At her/his option, a flight attendant will receive a commuting expense payment of thirty dollars (\$30.00) per month in lieu of parking at her/his base. A flight attendant may change

her/his election one time each year, or upon residence or base change. It is the parties' intent that these amounts be non-taxable to the extent permitted by law.

T. Deadhead

1. A flight attendant deadheading will be considered on duty. S/he is encouraged to travel out of uniform. Deadhead attire will be in accordance with Company regulations for First Class business attire as specified for mid-week pass travel.
2. In accordance with the Company's non-revenue travel policy a flight attendant deadheading shall be provided first class accommodations when available. All seats will be located in the nonsmoking area when available.
3. Pairings shall be constructed to provide that a flight attendant shall deadhead on-line on the most direct route available and all such travel accommodations shall be "must ride." In addition, pairings shall also be constructed to provide that a flight attendant deadheading to his/her base at the conclusion of a trip shall travel online on the first available flight.
  - a. Crew members deadheading to operate a flight will be boarded by order of chain of command.

1. Captain
    2. First Officer
    3. Second Officer
    4. ISM/FFA
    5. Remaining flight attendants in order of Company seniority.
  - b. Crew members deadheading upon completion of a flight will be boarded in the following order:
    1. Captain
    2. Remaining crew members in order of Company seniority.
4. Crew Scheduling will provide deadheading flight attendants advanced seat assignments according to the following priorities:
- a. Overwing emergency exit rows.
  - b. If seating in emergency rows is unavailable, or if the deadhead is unscheduled, seating will be assigned first in aisle seats, then in window seats, and only if neither is available, in any other available seats.
  - c. If more than one deadheading flight attendant is scheduled on a flight, additional deadheading flight attendants will be assigned a block of seats near another emergency exit.

5. Flight attendants shall be required to deadhead by air only on U.S. carriers operating under FAR Part 121, or scheduled carriers under FAR Part 135 (or successor regulations) or foreign air carriers who are members of IATA, or with the flight attendant's concurrence, comparable air carriers (e.g., Lear Jet operators).

U. Crew Breaks

The provisions of this Paragraph shall apply only to flight segments beginning and/or ending in locations outside the United States or Hawaii.

1. On all B-777 and all B-787 aircraft, a separate bunk module area will be provided for crew rest in accordance with the schedule provided in the Letter of Agreement attached to this Agreement. Until such time as the crew rest bunk modules are available for use, the following in-cabin crew rest facilities will be provided:
  - a. On all B-777 flights with scheduled block times greater than 12:00 hours in both directions and on flights to and from EWR-NRT-EWR or IAH-NRT-IAH regardless of scheduled block time, four (4) Business First seats and three (3) coach seats will be reserved for flight attendant rest purposes. This will allow for a five attendants resting rotation on longer flights having a two-hour rest requirement. On all other B-777 flights scheduled for eight (8) hours or greater, two rows of coach

seats immediately aft of the BusinessFirst bulkhead will be reserved for flight attendant rest purposes.

- b. Flight attendants may utilize up to four (4) Business First crew rest seats on B-777 flights scheduled for eight (8) hours or greater if the seats in the row(s) designated for crew rest seats are available (i.e., not occupied by passengers who reserved them in advance of the flight or by upgraded revenue passengers).
2. On all other dual aisle aircraft, four coach crew rest seats and on single aisle aircraft, three coach crew rest seats are to be blocked for crew rest. These seats are not to be assigned to customers, even in a Class A oversale. The designated seats will have a curtain provided for privacy. Signs or makeshift curtains are not permitted. Crew rest seats will not be required for flights scheduled for less than eight hours (8:00).
3. The International Service Manager/FFA will honor seniority in scheduling and coordinating crew rest breaks for the other crewmembers. Rest breaks will be approximately evenly divided among crewmembers and will occur during non-service periods. However, in no case on flights scheduled for eight hours (8:00) or more will the rest periods be less than one

hour (1:00), and on flights scheduled for twelve hours (12:00) or more rest breaks will not be less than two hours (2:00) in duration.

4. All scheduled cabin services are to be completed by all flight attendants before the start of any crew rest period.
5. On aircraft with seating capacity of more than 160 passengers, no more than four flight attendants may be on break at any one time. On aircraft with seating capacity of 160 passengers or less, no more than two flight attendants may be on break at any one time. Flight attendants are to sit upright in the assigned crew rest seats. No other seats may be used by flight attendants for rest breaks. Flight attendants are not permitted to sleep on the floor.

#### V. Crew Meals

A flight attendant engaged in flight operations on flights to which Premium per diem applies will be scheduled to receive a Crew Meal whenever:

1. An on-duty period exceeds six (6) hours and there is no scheduled ground time of one hour and fifteen minutes (1:15) during such on-duty period, and
2. A second meal whenever an on-duty period exceeds twelve (12) hours (scheduled) and there is no scheduled ground time of one hour and fifteen minutes (1:15) or more during such on-duty period.

3. Meals shall be provided whenever the report time falls between 0001 - 0715 and the flight is not the originating flight of the pairing.
  4. A flight attendant who is not provided a meal as required by the terms of this paragraph shall receive payment in the following amount: Breakfast - \$10.00, Lunch - \$10.00, Dinner - \$15.00.
  5. The Company will meet at the Union's request, at least semi-annually, with representatives of the Union to review and discuss the type of crew meals currently being boarded to insure that they are palatable and of reasonable nutritional quality and quantity.
- W. Effective upon signing of this Agreement, the Company will assume the cost of ten hours (10:00) of credited flight time per month for each one hundred (100) Continental flight attendants on the system seniority list to conduct Union business in all bases. This credited flight time is to be used only for conducting Union business. Such credited flight time may be used by one or more flight attendants designated by the President – Directing General Chairman of the Union, or his designee.
- X. As soon as reasonably practicable the Company will provide locking overhead compartments on all aircraft.

- Y. The Company will provide the Union with copies of official notices and postings pertaining to flight attendants and any document which is posted in the flight attendant briefing books.
- Z. A Captain may authorize accommodation of multiple cabin jumpseat riders in available passenger seats after all non-revenue passengers have been accommodated.

## Section 4 - Compensation

### A. Base Pay Rates

Flight attendants will be paid the hourly flight pay base rates set forth below. Their hourly rates will be determined by their seniority for pay purposes.

<u>Effective:</u>	<u>1/1/10</u>	<u>9/1/11</u>
1st year	\$19.99	\$20.49
2nd year	23.35	23.93
3rd year	24.66	25.28
4th year	26.60	27.26
5th year	28.54	29.25
6th year	33.11	33.94
7th year	35.18	36.06
8th year	37.08	38.01
9th year	38.48	39.44
10th year	40.43	41.44
11th year	41.67	42.71
12th year	43.74	44.83
13th year	45.38	46.51
14th year	47.27	48.45
15th year	49.35	50.59
16th year	51.25	52.53

B. Incentive Pay Rates

1. Flight Attendants will be paid the following incentive pay rates for all block hours flown in excess of two hundred and twenty-five hours (225:00) per calendar quarter, including vacation and deadhead, to a maximum of three hundred and thirty hours (330:00), except that no incentive pay will apply for block hours flown in excess of one hundred and ten (110:00) hours in a bid month.

<u>Effective:</u>	<u>1/1/10</u>	<u>9/1/11</u>
1st year	\$24.99	25.49
2nd year	28.35	28.93
3rd year	29.66	30.28
4th year	31.60	32.26
5th year	33.54	34.25
6th year	38.11	38.94
7th year	40.18	41.06
8th year	42.08	43.01
9th year	43.48	44.44
10th year	45.43	46.44
11th year	46.67	47.71
12th year	48.74	49.83
13th year	50.38	51.51
14th year	52.27	53.45
15th year	54.35	55.59
16th year	56.25	57.53

2. The Company may, but shall not be obligated to, designate specific days as “white flag” for flight attendant staffing. When a flight attendant picks up a trip from open time on a day designated as “white flag” she/he will be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph A. for all block hours actually flown on that trip. Pay for all block hours actually flown on a trip in accordance with this paragraph shall be:

<u>Effective:</u>	<u>1/1/10</u>	<u>9/1/11</u>
1st year	\$29.98	\$30.73
2nd year	\$35.02	\$35.90
3rd year	\$36.99	\$37.92
4th year	\$39.90	\$40.90
5th year	\$42.80	\$43.87
6th year	\$49.66	\$50.90
7th year	\$52.77	\$54.09
8th year	\$55.63	\$57.02
9th year	\$57.72	\$59.16
10th year	\$60.64	\$62.15
11th year	\$62.50	\$64.06
12th year	\$65.61	\$67.25
13th year	\$68.07	\$69.77
14th year	\$70.91	\$72.68
15th year	\$74.03	\$75.88
16th year	\$76.88	\$78.80

C. International Override International flying, including Hawaii, but exclusive of Canada and Mexico, shall receive an hourly override of one dollar (\$1.00) flight pay per hour.

D. Starlight Pay

Flight attendants shall receive an additional fifty cents (\$0.50) for each block hour (prorated for partial hours) actually flown between the hours of 2200 and 0600. For purposes of this paragraph, time will be determined using local time at the departure station.

E. Short Crew Pay

Short crew pay shall apply to aircraft having more than 160 customer seats. The Company shall designate the initial staffing level on all such aircraft in the monthly bid packets. In the event that a trip on an aircraft having more than 160 customer seats is flown with fewer than the complement of flight attendants that was designated on the bid packet for that aircraft, an amount equal to the wage rate of a fifteenth (15th) year flight attendant times the hours flown times the number of flight attendants fewer than the initial complement shall be divided among the remaining flight attendants, except that if the flight attendant(s) is paid for the trip and is replaced by Inflight management personnel, no short crew pay shall be paid. Short crew pay shall be divided equally among the remaining flight attendants on the short-crewed trip.

F. International Service Managers (ISM) Pay

The Company has established the International Service Manager (ISM) Program and assigns certain leadership responsibilities to the job description. The Program requires a minimum commitment of twelve (12) consecutive months. To be eligible to become an ISM an employee must have three (3) consecutive years of flight attendant seniority and must have a clean work record. All ISM positions will be posted, and interviews will be offered in seniority order to qualified applicants. Positions will be filled by interview placement.

1. The compensation rates of ISMs after the effective date of this Agreement, based on continuous length of service as an ISM, will be as follows:

1st ISM year: 20% above base rate in A. above, up to \$4.60/hour.

2nd ISM year: 25% above base rate in A. above, up to \$5.50/hour.

In addition to any other premium pay on flight segments designated by the Company, an ISM will receive an additional two dollars (\$2.00) flight pay per hour. The Company may add or delete flight segments to receive this premium. Flight segments which qualify for this premium are: International flying, including Hawaii, but exclusive of Canada and Mexico.

2. ISMs who leave the program, except as a result of a reduction in force, transfer, or an authorized leave of absence, before completing twelve (12) consecutive months who later wish to re-enter the program must re-apply. If accepted, they will not receive credit for prior ISM service.
3. ISMs who voluntarily leave the program after completing twelve (12) consecutive months who later wish to re-enter the program must reapply. If accepted, they will be credited with prior ISM service. However, ISMs who voluntarily leave the program after completing twelve (12) consecutive months will be readmitted if they notify the Company of their desire to re-enter the program within sixty (60) days of leaving the program. The flight attendant cannot bump any other active ISM, but will receive the next available ISM vacancy in his/her base to which his/her seniority entitles him/her.
4. Any ISM who transfers to another international base shall transfer to such base as a flight attendant and, if there is no vacancy for an ISM position at the base to which such flight attendant is transferring shall be added to the ISM wait list for such base.
5. ISMs who are removed from the program for cause, including poor work performance, who later wish to re-enter the program must reapply. If accepted they will not be credited

#### **4 - 6 Compensation**

for prior ISM service.

6. ISMs who leave the program as a result of a reduction in force or a transfer, and who re-enter the program when “recalled” will retain all prior ISM seniority. To retain ISM seniority credit, transferees must accept the next ISM position offered to them in their new base. ISMs who are deactivated due to over staffing will be placed on a priority wait list in base seniority order. Priority activation status will be relinquished upon transfer or resignation from the program.
7. Consecutive service may be interrupted without penalty by an authorized leave of absence. Pay seniority in the ISM Program will not accrue during an authorized leave of absence.
8. Program leave(s) may be offered when overstaffing exists in the ISM program. The leave(s) will be awarded in seniority order to those individuals holding ISM qualifications in the base in which the over staffing exists, as determined by the Company. Once a program leave has been granted, it may not be rescinded except for operational needs. Special qualification program service will not accrue while on program leave, and pay overrides will not apply.
9. Flight attendants selected for promotion to the ISM Program must have completed a minimum of three (3) years of satisfactory

active service and meet all requirements as defined in the Company International Service Manager job description. The Company will determine which candidates are selected to enter the program, using criteria to be determined and weighted by the Company in its sole discretion, which may include but not be limited to quality of work performance, attendance, aptitude, and seniority. Selected applicants will receive the necessary classroom training for the position and must successfully pass a test based on the material used in the training class at the completion of the training.

G. First Flight Attendant Pay

Flight attendants shall receive one dollar (\$1.00) for each block hour flown as the First Flight Attendant (FFA) ("A" position) on aircraft with 160 or fewer customer seats; flight attendants shall receive two dollars (\$2.00) for each block hour flown as the FFA ("A" position) on aircraft with more than 160 customer seats.

H. Galley Pay

Flight attendants working galley positions on B757 or widebody (2 aisle) aircraft on international flights, exclusive of Canada and Mexico, will receive an additional one dollar (\$1.00) for each block hour (prorated for partial hours) actually flown on such trips.

I. Pay

1. On the first day of each calendar month a flight attendant will be issued a paycheck in an amount equal to forty hours (40:00) (twenty hours (20:00) for jobshare flight attendants) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks.
2. On the sixteenth day of each calendar month a flight attendant will be issued a pay/expense check containing:
  - a. An amount equal to the value of twenty-five hours (25:00) (twelve hours and thirty minutes (12:30) for jobshare flight attendants) if the flight attendant was on active duty or due to receive credited time for the previous two (2) weeks,
  - b. Pay earned in excess of sixty-five hours (65:00) (thirty-two hours and thirty minutes (32:30) for jobshare flight attendants) for the previous month,
  - c. Other claims for pay submitted for the prior month if submitted by the first day of the current month, and
  - d. All travel expenses and/or per diem due for the previous month.

3. Compensation due on the sixteenth will be reduced by an amount equal to any reduction (s) in compensation incurred for the previous month.

J. Reserve Guarantee

1. Flight attendants and ISMs on Reserve status for a full calendar month will be paid all compensation actually earned or the value of eighty-three hours (83:00) at the applicable base hourly rate, whichever is greater. The monthly guarantee for Reserve ISMs will be calculated at their ISM rate plus \$2.00 to include the ISM override. The monthly guarantee for Reserve language speakers will be calculated at their flight attendant rate plus \$2.50 to include their language speaker override.
2. The monthly guarantee for Reserve flight attendants and Reserve ISMs will be reduced by four hours (4:00) for each day the Reserve is unavailable for duty.

K. Paycheck/Vouchers

1. The Company will make each flight attendant's paycheck available at her/his base on the first and sixteenth day of each month during office hours. The Company will provide direct deposit of a flight attendant's paychecks to banks or credit unions designated by the Company with the proper authorization executed by the flight

attendant. The Company will not charge for this service.

2. Flight attendants are expected to provide immediate notice to the Company of any paycheck errors. Any errors in paychecks in excess of \$50.00 gross amount will be corrected by a special check within two (2) business days after the day the flight attendant notifies the Company of the paycheck problem, except when the shortage is due to the flight attendant's neglect or mistake. In those cases, the error will be corrected on the next regular pay period. The Company will make every reasonable effort to resolve differences of opinion concerning insurance and/or pass charge deductions by the next scheduled payday.
3. A flight attendant's flight pay voucher(s) for the month will be available to her/him in her/his base by the sixteenth day of the following month.
4. Flight attendants will be furnished a written itemized statement of all wages and deductions made on their paycheck stubs.

L. Deadhead Pay

Flight attendants will be credited with one hundred percent (100%) flight time for all deadhead by air and ferry time. Surface deadhead pay will be calculated by dividing the surface mileage by forty (40) and multiplying the quotient by the flight attendant's hourly base rate.

M. Flight attendants on Reserve or Airport Alert status are only required to perform traditional flight attendant duties, which may include customer service duties at the airport.

N. Holding Pay

Flight attendants will be paid \$15.00 per hour pro rata by minute as holding pay, for all unscheduled ground time over thirty minutes (:30) if required to remain with passengers or perform customer service duties. Flight attendants will be paid such holding pay in addition to all other compensation.

O. Trip Rig

Prior to pairing origination, each trip pairing that contains a scheduled rest period of over twenty nine hours (29:00) shall have the following minimum pay value added to line value, or the flight time, whichever is greater:

1. A flight attendant who departs her/his base on a trip pairing shall receive a minimum of one hour (1:00) of pay for each four hours (4:00) elapsed period, prorated until s/he returns to her/his base.
2. Such trip rig pay shall be computed so as to include the time required to report for duty prior to flight, but not less than one hour (1:00), and the time subsequent to her/his return including the fifteen minutes (:15) continuation of duty time after a trip arrives at the block (thirty minutes (:30) for trips when Customs clearance is required).

3. A flight attendant's trip rig pay will be based on scheduled or actual duty time, whichever is greater.
4. The difference between the flying pay earned during such period and the minimum pay provided in this paragraph shall be computed as an extension of the final portion of the return trip to such flight attendant's base.

P. "Overs" Protection

If, in the last seven (7) days of the bid month, a flight attendant loses flight time, such as a flight cancellation, her/his projected line value shall remain as it was immediately prior to the loss of flight time. That is, s/he will be protected against the loss of his/her overs due to flight cancellation during the final seven (7) days of the bid month.

Q. Foreign Language Speaker Pay

Qualified flight attendants who are required to speak a foreign language will be paid an additional two dollars and fifty cents (\$2.50) flight pay per hour actually flown on flight segments that are designated as speaker positions for that foreign language. In addition, the Company will determine on a monthly basis the number of designated foreign language speaker lines, and will pay the same number of active flight attendants, in seniority order, an additional two dollars and fifty cents (\$2.50) flight pay per hour actually flown, except that no flight attendant shall receive both

the foreign language premium and the senior flight attendant premium.

R. Duty Free

The Company in its discretion may develop marketing or promotional programs for flight attendants and ISMs including but not limited to a program for flight attendants and ISMs to receive a commission based on a Company established percentage of total duty free sales on international flight segments. Duty free commission shall be distributed equally among all the flight attendants working the flight. (See also, Letter of Agreement #13, Duty Free Bonus Payments.)

S. Pay Guarantee

Flight attendants will be paid a salary based upon the monetary value of their bid line after adjustment procedures have been completed or all compensation actually earned, whichever is greater. If a flight attendant decreases or increases her/his line projection, the pay guarantee will be decreased or increased by the same amount. If a flight attendant loses time due to operating irregularities, her/his pay will be protected to the monetary value of the line projection in accordance with the provisions of Section 5.K.1 and 3.

T. All flight time for pay purposes will be computed as actual time or time published on trip pairings, whichever is greater.

U. For each day of publicity, or promotional assignment, (not including transitional duty), a flight attendant will be paid four hours (4:00).

V. Bid Line Holders will receive four hours (4:00) of pay, or pay for actual hours flown, whichever is greater, for an "R" day.

W. Drug/Alcohol Testing Pay

A flight attendant shall receive, in addition to all other compensation \$20.00 for each instance s/he is required to submit to random drug/alcohol testing.

X. Drafting Pay

A flight attendant who is drafted shall receive, in addition to all other compensation, three hours (3:00) pay and credit.

## Section 5 - Scheduling

### A. Line Construction

1. Bid lines with a majority of flight time in the forty-eight (48) contiguous United States will be constructed not to exceed ninety-two hours and thirty minutes (92:30). All other bid lines will be constructed not to exceed ninety-seven hours (97:00). Flight attendants who are awarded any line with less than seventy hours (70:00) original flight time line projection will be pay protected up to seventy hours (70:00).
2. If sufficient vacations are scheduled in any month such that the time vacated can make a complete line of vacation relief, such lines will be posted as a regular bid. Vacation relief lines will not change after bids are posted. However, if a vacation slot is dropped due to leave of absence, resignation, etc., that vacation relief line will no longer be valid. Vacation relief lines will be guaranteed at least seventy hours (70:00). Remaining vacation time will be placed in open time for use for adjustments, trip trades, and/or move-up lines.
3. Reserve bid lines may include, but are not limited to, Airport Alert duty and Charter Reserve.

4. Flight attendants available for a full bid month will have a minimum of eight (8) days off at their base.
5. Time permitting, charters, extra sections and scenic flights (excluding variable staffing positions) assigned to a base which are not in the bid lines will be placed in open time unless a particular flight attendant(s) has been requested by the charter organization.
6. The Company will not schedule any pairing with more than one (1) segment following a red-eye flight segment, and in no case will a flight attendant be reassigned to fly more than two (2) segments following a red-eye flight segment. For purposes of this paragraph, a red-eye flight is one which is scheduled to depart before 0200 and scheduled to terminate after 0400, local time.
7. Relief from all duty on domestic trips for not less than one (1) twenty-four hour (24:00) period will be provided to each flight attendant at her/his base at least once during any seven (7) consecutive calendar days. Relief from all duty on international trips for not less than one (1) twenty-four hour (24:00) period will be provided to each flight attendant during any seven (7) consecutive calendar days. Relief from all duty on international trips for not less than one (1) twenty-four hour (24:00) period will be provided to each reserve flight attendant at her/his base at least once during any

seven (7) consecutive calendar days, unless assigned to a trip pairing published in the bid packet that does not return the flight attendant to her/his domicile during seven (7) consecutive calendar days. In this case the twenty-four hour (24:00) period may be downline.

8. If a flight attendant loses a minimum day(s) off or set of days off on the last day(s) of her/his monthly bid line, the minimum day(s) off will be restored within the following month.
9. A flight attendant may voluntarily reduce her/his day(s) off below the monthly minimum to perform special assignments for the Company. S/he will not have her/his day(s) off restored to the minimum.
10. Between the first and fifth day of the bid month additional lines may be constructed from remaining vacation drops, month-to-month adjustments and any remaining open time. Regardless of how constructed, these additional lines will be awarded in seniority order. The lines will be constructed to comply with Section 5.A.1, and will be built with comparable days off as contained in the reserve line awarded. The days off will be as comparable as reasonably possible considering both available trips for the line construction and known operational requirements. A reserve move-up list will be displayed on the Inflight web site no later than forty-eight (48) hours prior to the first day of the bid month.

B. Hours of Service

1. Check-in time for a flight, trip and all deadhead assignments will be as follows:
  - a. Aircraft with more than 160 customer seats:

One hour and fifteen minutes (1:15) at all bases, (one hour (1:00) on board aircraft);

One hour (1:00) at all layover points.
  - b. Aircraft with 160 or fewer customer seats:

One hour (1:00) at base, (forty-five minutes (:45) on board aircraft);

Forty-five minutes (:45) at all layover points.
  - c. Deadheading:

Forty-five minutes (:45) for all aircraft at all points.
  - d. A flight attendant who is unable to report for her/his trip assignment must contact Scheduling as early as physically possible. At least two hours' (2:00) notice is required.
2. The Company may not reduce the check-in time for a flight attendant at her/his domicile without her/his permission.

3. If the Company reduces a flight attendant's check-in time, s/he will receive pay and flight time credit as if s/he had reported for duty at the time specified in Section 5.B.1.
4. If a bid line holder is more than fifteen minutes (:15) late for her/his required check-in time, a reserve will be assigned the open trip and the lineholder will be replaced. The lineholder will receive a report late if s/he arrives before schedule departure. A lineholder who arrives after scheduled departure will receive a missed trip.
5. On trip pairings where the initial segment is a deadhead between flight attendant bases (for example, EWR-IAH or CLE-EWR) flight attendants may elect to check-in at the deadhead destination base, which will be her/his new point of origin. Check-in may not be done at outstations. Such check-in times will be the same as those required for other originating pairings. A flight attendant must notify Crew Scheduling if s/he elects to check-in downline a minimum of twenty-four hours (24:00) prior to the deadhead departure time. A flight attendant exercising this election shall be responsible for her/his transportation to the new point of origin. S/he will also be responsible for providing Crew Scheduling with a contact number for use in the event of reassignment. Flight attendants utilizing this downline check-in option shall conform to reasonable

Company procedures governing such check-in. A flight attendant electing to check-in downline who complies with the terms of this paragraph shall receive her/his regular pay for the scheduled deadhead segment as specified in Section 4.L.

6. Pairings Ending in a Deadhead

a. When a pairing ends with a deadhead segment, a bid line holder may, with prior notice to Crew Scheduling, and a reserve may, with prior approval from Crew Scheduling, elect not to fly such deadhead segment but shall then be responsible for any alternative transportation to another airport. A flight attendant electing not to fly a deadhead segment shall receive her/his regular pay for the scheduled deadhead segment as specified in Section 4.L.

b. When an international pairing ends with a deadhead segment, a flight attendant may, with prior approval from Crew Scheduling, elect not to fly such deadhead segment, s/he but shall then be required to fly such alternative deadhead segment as agreed upon with Crew Scheduling. A flight attendant electing to fly an off-pairing international deadhead segment as described herein shall receive her/his regular pay for the

originally scheduled deadhead segment as specified in Section 4.L, but shall not be entitled to any additional or premium pay related her/his election to engage in the off-pairing deadhead.

7. Duty limitations

- a. The maximum duty limitation for trips between the forty-eight (48) contiguous United States and Mexico, the Caribbean, Canada, Central America and Alaska or for trips wholly within the forty-eight (48) contiguous United States will be fourteen hours (14:00) scheduled; sixteen hours (16:00) actual.
- b. The maximum duty limitations for all other trips will be sixteen hours (16:00) scheduled; seventeen hours and thirty minutes (17:30) actual, except as provided in c. below.
- c. On a non-stop flight scheduled over twelve hours (12:00) flight time, flight attendants may be scheduled to a maximum of the combination of check-in time, scheduled flight time, and debriefing time. Actual duty time may exceed scheduled duty time by three hours and thirty minutes (3:30). Under no circumstances shall a flight attendant be required to remain on duty in excess of nineteen hours (19:00).

- d. In the case of an irregular operation, flight attendants may be required to exceed these duty limitations to deadhead for required rest. The deadheading must begin before the end of the actual duty limitation.
8. A flight attendant will be on-duty from the time s/he is required to report for duty at the designated reporting place or does report for such duty, whichever is later. The duty period ends at the conclusion of any non-flying duty, block-in from deadheading, or the later of fifteen minutes (:15) (thirty minutes (:30) for trips when Customs clearance is required) after block-in of a flight, or actual release.
9. Rest periods
- a. Minimum scheduled rest periods will be:
    - 1. Ten hours (10:00) block in to block out at home base domicile.  
  
Exception: Reserves will be scheduled for a minimum rest period of eleven hours (11:00) block in to block out at their base.

2. Nine hours (9:00) block in to block out at a layover station.
- b. Actual rest periods may not be less than:
  1. Nine hours (9:00) block in to block out at home base domicile.
  2. Eight hours and forty-five minutes (8:45) block in to block out at a layover station.
- c. Flight attendants scheduled for a duty day of 14:01 to 16:00 hours will be scheduled for the following minimum rest period:
  1. Twelve hours (12:00) free from duty.
  2. Ten hours (10:00) free from duty provided the next rest period is fourteen hours (14:00) free from duty.
- d. A reserve assigned to a non-stop flight segment scheduled for more than twelve hours (12:00) flight time on the final day of a trip pairing shall be free from all duty for the remainder of the calendar day of his/her scheduled arrival, and in no event shall receive less than a minimum of sixteen hours (16:00)

free from all duty at her/his domicile upon completion of such trip assignment.

- e. The Company will not interrupt a flight attendant's minimum rest, starting at the conclusion of the duty period, except in emergency circumstances or as provided in paragraph I.16 below. Emergency circumstances include notification of operational changes to the flight attendant's schedule and urgent personal situations (e.g., death in the family). Nothing in this paragraph is intended to alter or extend the minimum rest provisions of paragraph B.9 above.

### C. Reduced Flying

1. Subject to the operational needs of the Company and to the terms of this Section, flight attendants may reduce their scheduled hours below sixty-five hours (65:00) in a bid month.
2. If a flight attendant intends to fly less than forty hours (40:00), notice of such intent must be provided in accordance with the provisions of this paragraph.
  - a. To be eligible to reduce their schedules below forty hours (40:00) in a bid month flight attendants must provide advance notice in the

month(s) preceding the month in which such reduction is desired. The notice must be provided for each month that a reduction below forty hours (40:00) is desired, even when those months are consecutive.

- b. The Company shall designate the time and manner required for the notice to be provided, whether through the normal monthly bid process, by means of a special form, or by such other means as will be sufficient to effectively initiate the actions and processes contemplated by this Section.
- c. The submission of a notice of intent to perform reduced flying shall not be considered to be a guarantee or an assurance that a flight attendant desiring to reduce her/his flying will be able to do so. All trip drops and trip trades conducted by such flight attendants will remain subject to the normal rules, procedures, and restrictions, if any, which are generally applicable to such transactions.
- d. A flight attendant who has not indicated her/his intention to fly less than forty hours (40:00) in a month in the manner indicated by the Company shall not be eligible or entitled to do so.

3. Pay consequences of election to fly less than forty hours (40:00)
  - a. On the first day of the calendar following the month in which a flight attendant provides notice of her/his desire to be eligible to fly less than forty hours (40:00) the flight attendant will be issued a paycheck in an amount equal forty hours (40:00) (twenty hours (20:00) for job share flight attendants or flight attendants on half month leaves) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks. (This pay is an estimated amount due for the last half of the preceding month.)
  - b. On the sixteenth day of the calendar month following the month in which a flight attendant provides notice of her/his desire to be eligible to fly less than forty hours (40:00) s/he will be issued a pay/expense check containing an amount equal to the value of twelve hours and thirty minutes (12:30) if the flight attendant was on active duty or due to receive credited time for the previous two (2) weeks, and pay earned in excess of the amount(s) previously received for the previous month's flight time.

(This pay is an estimated amount due for the first half of the current month plus “cleanup” pay from the prior month.)

- c. On the first day of the calendar month following the month in which the flight attendant desired to fly less than forty hours (40:00) the flight attendant will be issued a paycheck in an amount equal to twenty hours (20:00) pay at the appropriate hourly rate, provided s/he was on active duty during the previous two (2) weeks or due to receive credited time for such two (2) weeks. (This pay is an estimated amount due for the last half of the prior month.)

For example: A flight attendant desiring to fly less than forty hours (40:00) in April must advise the Company of her/his desire in March in the manner designated by the Company. The flight attendant will receive:

1. A pay check on April 1 containing an amount equal to the value of forty hours (40:00) for flying performed in the last half of March,
2. A pay/expense check on April 16th containing an amount equal to the value of twelve

hours and thirty minutes (12:30) for flying performed in the first half of April plus March cleanup pay/expenses, and

3. A paycheck in an amount equal to twenty hours (20:00) pay at the appropriate hourly rate on May 1 for flying performed in the second half of April.
4. The May 16th pay/expense check will contain cleanup for flying performed in excess of thirty-two hours and thirty minutes (32:30) in April, or in the event that the flight attendant flew fewer than thirty-two hours and thirty minutes (32:30) in April, the corresponding deduction.

Note: Paychecks relating to a month in which a flight attendant has designated her/his desire/intention to fly less than forty hours (40:00) will be paid based upon twelve and a half hours (12:30) for the mid-month paycheck and twenty hours (20:00) for the first of the month paycheck, regardless

of whether the flight attendant actually drops time.

4. If a flight attendant drops no time, and actually flies all of her/his scheduled trip pairings, s/he will still receive paychecks reflecting her/his notice of desire to fly less than forty hours (40:00). Such a flight attendant will receive pay for all remaining unpaid hours on the following month's cleanup paycheck.
5. Seniority and benefits
  - a. A flight attendant working forty hours (40:00) or more of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall receive one-hundred percent (100%) of vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month, and all variable pay elements (including on-time bonuses), passes in accordance with Corporate policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional group universal life).

- b. A flight attendant working less than forty hours (40:00) but at least twenty (20:00) hours of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall receive fifty percent (50%) of vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month.
  
- c. A flight attendant working less than twenty (20:00) hours of credited time (including only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours) in a bid period shall not receive any vacation accrual credit, sick leave accrual, and occupational injury accruals for that bid month.
  
- d. A flight attendant electing to fly less than forty hours (40:00) shall receive variable pay elements (including on-time bonuses), passes in accordance with Corporate policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional group universal life).

6. Any flight attendant who engages in outside employment while electing to fly less than forty hours (40:00) will be subject to discharge unless s/he has received prior written permission.
7. A flight attendant who flies no hours and receives no flight credit for an entire month will be considered to have been on a personal leave of absence for that month, including for purposes of benefit accruals and entitlements, and for incentive programs and payments. A flight attendant who flies no hours and receives no flight credit for the entire month in consecutive months will accrue seniority for all purposes for the first ninety (90) days, and thereafter will accrue seniority for bidding and pass longevity purposes only.
8. Either party may request a meeting to discuss the administration of the program at any time during the life of this Agreement.

D. Bidding on Schedules

1. Monthly Bid Periods for bidding, pay, and scheduling are established as follows:

January	30 days	Jan 1 - 30
February	30 days*	Jan 31- Mar 1
March	30 days	Mar 2 - Mar 31
April	30 days	Apr 1 - 30
May	31 days	May 1 - 31
June	31 days	Jun 1 - Jul 1
July	30 days	Jul 2 - 31
August	30 days	Aug 1 - Aug 30
September	31 days	Aug 31- Sep 30
October	31 days	Oct 1 - 31
November	31 days	Nov 1 - Dec 1
December	30 days	Dec 2 - 31

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

Should the Company have a need to alter the bid periods established above by more than two (2) days, the Union and the Company will meet and agree on any changes. When the bid periods are changed a notice of those changes will be posted in the bulletin books and clearly noted in the bid package.

2. If a bid period varies from a calendar month, it will be noted on the bid package.

3. The Company will determine the method of line construction. The Company will construct pairings, determine the number of bid lines flown, construct the lines, and designate pairings requiring special qualifications, except as otherwise provided in this Agreement.
4. Bids will be awarded in seniority order. ISM positions will be awarded in seniority order to ISMs. The positions of FLSs in Foreign Language Bases will be awarded in seniority order to FLSs speaking the same language (in the same Foreign Language Base).
5. The criteria for variable staffing will be included in the bid packets. If, at the time of bid line construction, the criteria are met, and the variable positions can be constructed as a line of time, they will be published and available for bid.
6. Under extraordinary circumstances, all lines may be rebulletined for the balance of the bid period. If there is insufficient time to rebid the lines, flight attendants will fly replacement pairings within the affected line.
7. A flight attendant who does not submit a bid before the bid closing, or who fails to bid sufficient choices, will be awarded the first numerically unawarded line in seniority order for which s/he qualifies.

8. To be eligible to bid a line, a flight attendant must be qualified and current. S/he must be available for no less than fifteen (15) consecutive days of the bid period.
9. Two (2) active flight attendants who are assigned to the same base and want to fly a line of time together may “buddy” bid. Procedures for buddy bidding may be established by the Company and will be stated in the monthly bid packet. Flight attendants who are buddy bidding will be allowed to position bid.
10. Bid packets shall be distributed in each domicile no later than the fifteenth of each month unless unusual circumstances prevent such timely distribution. Bid packets will reflect positions/assignments. Bids shall close no earlier than six (6) days after distribution.

E. Month to Month Line Adjustments

Flight attendants who bid incompatibly are subject to the following month-to-month line adjustment procedures:

1. Trips and trip pairings originating in the old bid period will be flown to completion.
2. If a flight attendant is unable to fly the first trip(s) in the new bid period and her/his original new month line projection is reduced by three hours (3:00) or more, s/he will be subject to adjustment.

3. A flight attendant who is subject to adjustment shall have the option of utilizing the self-adjustment window.
4. The self-adjustment window will occur during the adjustment period.
5. The following rules will govern all flight attendants' self-adjustments:
  - a. Adjustments are to be made to ± three hours (3:00) of the flight attendant's awarded line value using trips in the base on days originally scheduled to work.
  - b. If there are no trips in the base which can satisfy (a) above, then adjustments are to be made to ± three hours (3:00) of the flight attendant's awarded line value using trips in her/his base on any available day(s).
  - c. If there are no trips in the base which can satisfy either (a) or (b) above, a flight attendant may adjust her/his line with any trip in the base on any day(s) which will bring her/his line value as close as possible to, but not more than five hours (5:00) greater than, the originally awarded line value.

- d. Adjustments must be made to comply with minimum rest periods and on-duty limitations.
- e. If a flight attendant is unable to adjust her/himself or if s/he fails to do so, regardless of the reason(s) for such inability or failure, the Company will adjust her/him using the above parameters.
  - 1. If no trip(s) is available, the flight attendant may first be assigned to "RA" days on days originally scheduled to fly, and then on a remaining day(s) off in the new bid period.
  - 2. A flight attendant may require that the Company not use RA days when adjusting her/his schedule. If a flight attendant elects this option, and is not adjusted, or not fully adjusted, then her/his guarantee will be reduced accordingly.
  - 3. A flight attendant on an "RA" day will be considered a Ready reserve.
- f. Flight attendants who may be awarded incompatible schedules from one month to the next will be

allowed to submit adjustment requests before the published bid closing date and time.

- g. Jobshares and Partners bidding incompatibly will be adjusted up to a minimum of forty hours (40:00), plus or minus two hours (2:00). Half-month leaves will be adjusted to a minimum of thirty-two hours and thirty minutes (32:30). Jobshare, Partner and half month leave lines will be adjusted down if they exceed fifty-five hours (55:00).
- h. Should a carry-over pairing interfere with regularly scheduled training, the training date will be dropped and a new training date within that bid month must be scheduled by the flight attendant.
- i. Once adjustments are complete, a list will be posted in each base with the names of flight attendants who have been adjusted with assignments added to their bid line. Each flight attendant who appears on the list is responsible for checking the computer terminal to determine her/his new schedule. A flight attendant's adjusted schedule will not be final until the 72-hour window begins.

F. Foreign Language Speaker (“FLS”) Provisions

1. Flight attendants who are staffed in a foreign language base (“FLB”) shall have one (1) language designated as their “primary” language.
2. Pick up of open time in an FLB by flight attendants not having a language qualification may be denied if Scheduling anticipates that FLB reserves will be used to cover the trip.
3. An FLB reserve who has been assigned to a trip requiring his/her primary language qualification may only be displaced or opted out by a lineholder holding the same primary language qualification.
4. The Company shall be entitled to construct additional FLS lines in bases other than FLBs (“at-large” speaker lines).
  - a. At-large FLS lines shall first be awarded in seniority order from among bidders in the base holding the primary language qualification.
  - b. If there are insufficient bidders holding the primary language qualification at-large FLS lines shall then be awarded in seniority order to any other bidder in the base.

- c. The Company shall be entitled to staff flights on which it determines that FLSs are needed with any combination of FLB flight attendants and at-large FLSs from other base(s) in numbers no greater than those which have been agreed upon by the Company and the Union.
5. FLSs who are staffing at-large speaker lines solely pursuant to Section 5.F.4.a above shall be subject to all of the provisions and limitations relating to FLSs who are staffed in the FLB and shall, for purposes of Section 5.G.5 below, be deemed to be staffed in the FLB for the entire bid month in which they hold the at-large line. Flight attendants who are entitled to and are holding at-large speaker lines without regard to Section 5.F.4.a above shall be considered to be staffed in the base in which they bid, and shall not be subject to the Section 5.G.5 limitations applicable to FLSs.
6. Regardless of any other provision herein, leaves, jobshares, reductions and displacements, and transfers into foreign language bases shall be awarded to foreign language speakers according to their seniority from among those holding and/or bidding for the same primary language position(s). In addition, for purposes of drafting and assignment of reserves, the Company may first assign FLBs having the required primary language qualification.

## G. Adding, Dropping, or Trading Trips

### 1. Personal drop

- a. Flight attendants may personal drop a trip pairing subject to operational requirements. Requests will only be accepted the day before report time of the trip pairing and will be granted on a first come, first served basis.
- b. Flight attendants may drop a portion/portions of a trip when it transits the base the day of the trip, if staffing allows.

### 2. Equipment Change

In the event of an equipment change which does not require the original number of flight attendants scheduled, Scheduling will first reassign reserves, if any. If the trip still does not require the remaining number of flight attendants, the senior bid line holder(s) may take or opt off the trip. However, FLSs and the ISM may be required to take or complete the trip when the trip still needs their special qualification(s). If the trip does not require the original number of FLSs, the senior FLS may take or opt off the trip. If the reserve is not reassigned and travels on the same flight, s/he will be included in the senior option as provided in Section 5.G.6. The surplus flight attendant (who is either bumped off or who opts off the trip) shall, at

her/his option, be pay protected in accordance with the provisions of Section 5.K.

### 3. Restoration of Days Off

A flight attendant who is entitled to restoration of a day(s) off and who declines payment for the day must be given the day off within ninety (90) days after the original day(s) was lost, on a regular scheduled work day(s). When there is a choice of days off to be restored, the restoration will be given on a day(s) mutually agreed upon by Scheduling and the flight attendant. Restoration of a day(s) off during a multiple day pairing will be either the first or last day of the pairing subject to mutual agreement between the flight attendant and Scheduling. A flight attendant will receive pay and credit for the value of the flight time lost on the restored day(s). If a flight attendant must drop a multiple day pairing to restore a day(s) off, s/he will have the option of not accepting reassignment for the remainder of the dropped pairing. In this case the flight attendant will either have her/his guarantee reduced or receive her/his pay guarantee in accordance with Section 5.K. Unless a flight attendant declines payment or will be unable to maintain the eight (8) day minimum, s/he will receive five hours (5:00) pay in addition to all other pay for the month in lieu of a restored day(s) off. If the day being restored was a reserve flight attendant's immovable day off, the restored day will likewise be immovable. If the lost day off is not restored

as provided above within ninety (90) days, the flight attendant will be entitled to five hours (5:00) pay in addition to all other pay for the month for the lost day off. To receive the pay, the flight attendant must submit a pay claim.

4. Trip duplication

When two (2) or more flight attendants are assigned to the same trip in the same position, the trip will be awarded by seniority option. When a flight attendant is removed from a trip due to a trip duplication or any other Company error, s/he will have the option of being released from assignment and having her/his line guarantee reduced or receive her/his line guarantee in accordance with the provisions of Section 5.K. If the trip duplication is a result of Company error, and if the error is not corrected prior to the calendar day of the trip, the senior flight attendant involved in the duplication error shall have the first option of being released from assignment with no reduction in her/his line guarantee.

5. Trip trades and pick-ups

a. General Rules applicable to all trip trades and pick-ups:

1. Minimum days off, minimum rest and maximum duty limitations will apply.

Jobshare/half month leave and Partnership flight attendants may not exceed fifty-five hours (55:00).

2. Requests for trades must be made through the computer at least one (1) calendar day, central time, before scheduled departure time of the first trip, except that if the trip being dropped occurs after the trip being picked up, the request must be made at least twelve hours (12:00) prior to check-in of the trip being picked up. Trades involving two (2) trips which both have scheduled departures less than one (1) calendar day after the trade must be done by exception, and are subject to operational needs. Trades other than with open time (except position trades on the same pairing) may also be requested up to six hours (6:00) prior to check in through the trip trade exception line.
3. A trade between two (2) flight attendants on the same trip pairing may be requested at check in, even if it involves the FFA ("A" position).

4. A trade between two (2) flight attendants in the same base may be for an entire pairing or for a portion of a pairing provided that the offered time begins and ends at the base. The Company will provide a Crew Communications System (“Crew Com”) bulletin board for the advertising of flight attendant trips or portions of trips for trade/pick up within the domicile. The flight attendant is required to fly her/his original trip if no other flight attendant picks up that flying within six (6) hours prior to scheduled departure.
5. If the FFA (“A” position) is picked up from open time, seniority option shall be permitted among the flight attendants on the same pairing.
6. Only two (2) flight attendants may participate in a trip trade. Three (3) way trades are not permitted. One (1) flight attendant may drop one (1) or more pairings to another flight attendant without picking up any pairing in return.

7. Complete line trades are permitted including line trades between bid line holders and reserves. Line trades will be permitted even if vacation is involved with either line. Line trade requests must be submitted one (1) calendar day local time before the first day of the new bid month.
8. There must be a minimum of one hour and thirty minutes (1:30) from block-in to block-out between trip pairings scheduled for the same duty day.
9. Trip trade requests must be for trips originating in the same bid month. No month to month trades are allowed.
10. A bid line holder may displace a reserve flight attendant assigned to a trip(s) at any time up to twelve hours (12:00) prior to check-in of the trip, provided the bid line holder is more senior than the reserve flight attendant, except as provided in Sections 5.G.6 and 5.I.10.b.3.
11. Reserve FLSs may only be displaced by senior FLS bid

line holders having the same primary language qualification.

12. Reserve ISMs may only be displaced by senior ISM bid line holders.
13. Open time trades involving an unequal number of days cannot cause a decrease of flight time of more than two hours (2:00). Open time trades involving an equal number of days are not subject to the two-hour (2:00) decrease parameter. A single duty period which contains a flight segment that departs the base before midnight and a return segment arriving back in the base after 0400 local time (“reduye turns”) will be considered to be one day pairings. For trip trading purposes, this pairing will be considered to occur on the pairing origination date.
14. Open time trades may involve multiple trip pairings. There must be a minimum of one hour and thirty minutes (1:30) block-in to block-out between trip pairings scheduled for the same duty period.

15. Trip trades with open time will be allowed only when sufficient reserve coverage exists as determined by Scheduling.
  16. Flight attendants may not adjust schedules to conflict with or eliminate scheduled training or required meetings without the prior written permission of their Base Director.
  17. Scheduling may adjust flight attendant schedules to conflict with training or required meeting day(s) so long as Scheduling secures a new date to replace those missed due to the reassignment.
  18. Pick up of ISM open time by flight attendants not having ISM qualifications may be denied if Scheduling anticipates that ISM qualified flight attendants will be used to cover the trip.
  19. The placement of trips on other flight attendant's lines to facilitate trip trading ("parking") is not permitted.
- b. Trip trades and pick-ups involving flight attendants and Foreign

## Language Speakers not in a Foreign Language Base

1. Flight attendants and FLSs will have unlimited trip trades with, and pick ups from, open time in their base, and unlimited trip trades with other flight attendants and FLSs in their base subject to the provisions of Section 5.G.5.a above.
  2. Less than fourteen hours (14:00) prior to departure, flight attendants and FLSs may pick up open time or advertised trips in any base.
  3. Minimum days off, minimum rest and maximum duty limitations will apply.
- c. Trades and pick-ups involving Foreign Language Speakers in a Foreign Language Base
1. Foreign Language Speakers in a Foreign Language Base (FLB) will have unlimited trip trades with, and pick ups from, open time in their primary designated language in their base, and unlimited trip trades with other FLBs having the same primary designated language in their

base subject to the provisions of Section 5.G.5.a above.

2. Between sixteen hours (16:00) and fourteen hours (14:00) prior to departure Foreign Language Speakers in a Foreign Language Base (FLB) will have unlimited pick ups from open time in designated languages for which they are qualified in their base, subject to the provisions of Section 5.G.5.a above.
3. Less than fourteen hours (14:00) prior to departure FLBs may pick up any other open time or advertised trips in any base.
4. Minimum days off, minimum rest and maximum duty limitations will apply. FLBs who do not maintain a sixty-five hour (65:00) (forty hours (40:00) for job-shares and partners; thirty-two hours and thirty minutes (32:30) for half-month leaves) minimum in their primary designated language may only pick up and trade time in their primary designated language.

- d. Trip trades and pick-ups involving International Service Managers
1. ISMs will have unlimited trip trades with, and pick ups from, ISM open time in their base, and unlimited trip trades with other ISMs in their base subject to the provisions of Section 5.G.5.a above.
  2. ISMs cannot drop trips to non-ISMs, however, an ISM can pick up a trip from a non-ISM in their base. This must be handled through the trip trade exception desk.
  3. Less than fourteen hours (14:00) prior to departure ISMs may pick up any trip, including a non-ISM trip, from open time or advertised trips in any base.
  4. Minimum days off, minimum rest and maximum duty limitations will apply. ISMs who do not maintain a sixty-five hour (65:00) (forty hours (40:00) for job-shares and partners; thirty-two hours and thirty minutes (32:30) for half-month leaves) minimum of ISM trips may only pick up and trade ISM time.

5. Only active ISMs can trade for open time ISM trips.
  6. ISMs will be paid the flight attendant rate of pay when they acquire non-ISM trips.
- e. Trip trades involving trips having days which are blocked due to minimum staffing requirements
1. Reserves Needed means the minimum number of reserve flight attendants needed to staff flights, as determined by the Company (“MIN LVL” – available on the CMPD screen in CMS).
  2. Reserves Available means actual flight attendant reserves available for duty (“NET RESV” – available on the CMPD screen in CMS).
  3. To calculate Reserve Coverage for a particular day, subtract Reserves Needed from Reserves Available.
  4. To determine Reserve Coverage for a trip pairing, add the cumulative sum of Reserve Coverage for each day of the trip pairing.

Example:

Date:	7th	8th	9th
Reserves Available:	94	102	107
Reserves Needed:	100	100	110
Reserve Coverage:	-6	+2	-3

Reserve Coverage for this three day trip is  $-7$  ( $-6+2-3$ ).

5. Flight attendants desiring to trade two trips each of which contains one (1) or more days that are blocked due to minimum staffing coverage restrictions may do so if the trip being dropped has a greater cumulative sum Reserve Coverage than the trip being picked up, and:
  - a. If the trip being dropped occurs later in the month, its lowest Reserve Coverage day can be no more than five (5) lower than the lowest Reserve Coverage day on the trip being picked up, or
  - b. If the trip being dropped occurs earlier in the month, its lowest Reserve Coverage can

be no lower than the lowest Reserve Coverage day on the trip being picked up. This trade must be executed at least seven (7) days prior to the first day of the trip being dropped.

6. Trading Example 1:

	Trip 1			Trip 2		
Date:	7th	8th	9th	18th	19th	20th
Reserves Available:	95	102	107	104	109	94
Reserves Needed:	100	100	110	100	110	100
Reserve Coverage:	-5	+2	-3	+4	-1	-6

The Reserve Coverage for Trip 1 is  
 $(-5+2-3) = -6$

The Reserve Coverage for Trip 2 is  
 $(+4-1-6) = -3$

A flight attendant wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under paragraph 5, above. Trip 2 is later in the month, so paragraph 5.a applies. The lowest day in Trip 2 is -6, and the lowest

day in Trip 1 is -5. Since the lowest day in Trip 2 is only 1 lower than the lowest day in trip 1, the trade is allowed under paragraph 5.a.

Trading Example 2:

	Trip 3			Trip 4		
Date:	9th	10th	11th	18th	19th	20th
Reserves Available:	105	108	97	94	100	109
Reserves Needed:	100	110	105	100	100	110
Reserve Coverage:	+5	-2	-8	-6	0	-1

The Reserve Coverage for Trip 3 is  
 $(+5-2-8) = -5$

The Reserve Coverage for Trip 4 is  
 $(-6+0-1) = -7$

On the third day of the month a flight attendant wants to drop Trip 3 and pick up Trip 4. Since Trip 3 (the trip being dropped) has higher Reserve Coverage, the trade is acceptable under paragraph 5. Trip 3 is earlier in the month, so paragraph 5.b applies. Since the lowest day in Trip 3 (-8) is lower than the lowest day in Trip 4 (-6), the trade would be denied. In addition, the trip trade does not occur at least 7 days prior to the first day of Trip 3 (the 2<sup>nd</sup>), and would be denied for this reason also.

7. All trip trades involving carryover pairings will be handled pursuant to the rules of this paragraph 5.G.5.e.
  - a. The beginning Reserve Coverage for days in carry-over trips occurring in the following bid month will be considered to be zero (0).
  - b. When a flight attendant trades off of a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be reduced by one (1).
  - c. When a flight attendant picks up a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be increased by one (1).
8. In summary, if the trip you want to drop is later in the month than the trip you want to pick up, paragraphs 5 and 5.a, above apply. If the trip you want to drop is earlier in the month than the one you

want to pick up, paragraphs 5 and 5.b, above apply. If the trip you want to drop is earlier in the month than the one you want to pick up, the trade must be accomplished seven calendar days before the first day of the trip being dropped (see, 5.b). Finally, both trips must have blocked days (see, 5).

6. Seniority option

Under the following circumstances reserve flight attendants may be opted out of a position by a lineholder, but only if the lineholder is a more senior flight attendant. At the airport, only the open bid position is available for senior option. If a more senior flight attendant opts for the open bid position, the reserve flight attendant assumes the position vacated by the more senior flight attendant. The reserve may only be opted out of a position once, and the seniority option can occur only at the beginning of a pairing and before preflight duties begin. Reserve flight attendants assigned to a load position which is a different pairing number shall not be opted out of the position, unless the pairings contain identical flight segments. Reserve FLBs may only be opted by FLB lineholders having the same primary language qualification. FLBs may not senior opt non-language speaker positions. Non-speaker

reserve flight attendants assigned to an FLS position may be opted by a more senior lineholder.

#### H. Open Time

1. All unassigned time, except as defined in Section 5.A.5, will be available in each base. Load/variable staffing may be included in open time, but is not required to be. Additionally, the Company shall provide at the beginning of the adjustment period approximately three (3) ISM, FLS, FLB, and FA hours of open time per ISM, FLS, FLB, and FA line in each base. All trip(s) that are placed in open time and changes to open time will be made available as soon as possible. Time may be moved from one base to another to accommodate staffing requirements and the operations.
2. The Company will request flight attendant volunteers to work required positions on inaugural flights. Selection of the crew will take into account availability (trip conflicts), special qualifications and/or situations, and seniority. Inaugural position(s) may also be placed in open time.
3. All trips removed from open time by a bid line holder and placed in the bid line holder's schedule will become part of her/his bid line for the month unless the flight attendant contacts Scheduling within one hour (1:00) of the transaction to withdraw it.

4. The Company may place reserve days in open time. These days will be referred to as “RO” days. RO days may be picked up by lineholders provided they are legal and available to fly on the day(s) picked up. A trip assignment on an RO day(s) is limited to the RO day(s). An RO day where no assignment occurs does not constitute a calendar day free from duty. A flight attendant who picks up an RO day shall be paid and credited for the value of a reserve day or the value of the assigned trip if it is greater.

I. Reserve Duty

1. A reserve is always subject to reassignment.
2. Regular reserve lines will be published with a minimum of ten (10) days off; where staffing allows, some reserve lines will be built with eleven (11), twelve (12), thirteen (13), fourteen (14), or fifteen (15) days off. On reserve lines built with more than ten (10) days off, the reserve guarantee will be reduced by four (4) hours for each day off in addition to ten (10). A regular reserve flight attendant who is involuntarily assigned a line with more than ten (10) days off may, at her/his option, contact crew scheduling to restore reserve day(s) and corresponding guarantee, provided that such restored line retains a minimum of ten (10) days off. ISM reserve lines will be published with twelve

(12) days off. One set of four (4) days off on the line will be designated immovable. Reserves will automatically be released from duty at 1600 local time prior to immovable days off unless prior assignment has been made. In the event the four (4) immovable days are at the end of the larger block of days off, the provision for early release from duty does not apply.

3. Reserve assignments may be classified as either "Ready" or "Callout" reserve. Except as provided in 1.7.b below, reserve assignments which are dropped or traded will retain their original classification.
  - a. Ready reserves must be available to be contacted for duty assignments on a twenty-four (24) hour standby basis.
  - b. Call-out reserves are required to be available to be contacted for duty assignments only during assigned notification periods contained in the monthly bid packet. Assigned notification periods may not exceed either eight hours (8:00) or number more than two (2) in a calendar day. Scheduling may change the assigned notification period(s) a maximum of three (3) times in a bid period provided that the newly assigned notification period(s) does not exceed a total time of eight hours (8:00) in a calendar day.

1. Scheduling may attempt to contact Call-out reserves outside of the notification period. If contacted, the Call-out reserve must accept the assignment.
2. Call-out reserves may be converted to Ready reserve status a maximum of three (3) days per bid period.
- c. Reserve time in each base will be constructed so that a minimum of fifty percent (50%) of the reserve time is Call-out reserve.
- d. For the first three (3) days of each bid period, and during the Fourth of July, Thanksgiving and Christmas holidays which will be from July 1 to July 7; 3 days before Thanksgiving, 3 days after Thanksgiving and Thanksgiving Day; and December 21 to January 4 respectively, all reserves will be Ready reserves.
4. Reserve flight attendants will be given flight assignments after consideration of all of the following (listed in order of importance):
  - a. Prevent flying into a scheduled day off.
  - b. Need for foreign language speaker qualification.

- c. Maximize utilization of available duty periods.
  - d. The more limited availability of Call-out reserves.
  - e. Assignment on a first-in, first-out (FIFO) basis. The FIFO list will be available for flight attendant viewing on the Crew Communication System (CCS).
  - f. Equalization of duty periods assigned (leveling).
5. When applying the above-listed criteria flight attendants' expressed preferences through the reserve request screen will also be considered. Reserve flight attendants will be provided an opportunity to express their preference for Airport Alert assignments and for minimum flying or maximum flying. Reserves requesting these options will be assigned in FIFO order. Reserves selecting the option to fly more hours are indicating a willingness to be turned first upon completion of trips or have days off rolled first to increase flying time. (However, other reserves may also have their days off rolled or be turned if insufficient reserve coverage exists.) Reserve flight attendants desiring maximum flying will be given flying assignments prior to other similarly situated flight attendants who have expressed a preference for minimum flying.

6. Reserve flight attendants must be able to report for duty on two hours (2:00) notice. Reserves must keep Scheduling advised of local phone numbers where they can be reached while on reserve duty. An alternate contact number such as a beeper is permitted. Scheduling will attempt to contact each reserve flight attendant at least twice within twenty minutes (:20). Scheduling will call each contact number twice to allow for a dialing error. A reserve flight attendant will respond to a beeper contact within twenty minutes (:20). The two hour (2:00) report time will begin at the time the reserve is first called or beeped.
  
7. A reserve may trade a day off with another reserve in her/his base.
  - a. Trades may be done anytime during the month, however, the request must be made at least one (1) calendar day, Central time prior to the day to be traded.
  
  - b. Throughout the month reserves may trade an unlimited number of days off with the reserve availability pool. Call-out reserves may trade a maximum of four (4) days which shall be call-out status and originally awarded contact periods. Days acquired through additional call-out trades and ready reserve trades will be Ready reserve days.

- c. Reserves must maintain availability for the shortest trip in their base.
  - d. Minimum reserve coverage will be determined by Scheduling. Reserve pool trades will start with the 72-hour open window.
  - e. When a reserve elects to trade an immovable day(s) off, only the traded day(s) will become a movable day off.
8. When a reserve performs Airport Alert duty for a four hour (4:00) period, s/he may be extended for an additional two hours (2:00) only if there are no Reserves available at home in her/his geographic domicile and on duty who are eligible for a multiple day trip. A trip assignment must be given within the six hour (6:00) alert period, or the reserve will be released by Scheduling into a day(s) off, crew rest, or a twenty-four hour (24:00) break. If an Airport Alert is assigned to a trip entitling her/him to per diem, the per diem shall commence when the flight attendant started her/his alert assignment. When a reserve performs Airport Alert duty for a four hour (4:00) period, and is extended for an additional two hours (2:00) and sits any portion of that additional two hours, she/he shall be credited with the greater of six hours (6:00) or her/his flight time plus four hours (4:00) for that duty period.

9. A reserve flight attendant who completes an airport alert assignment of two hours (2:00) or more with no flight assignment shall receive four hours (4:00) pay. When a reserve flight attendant is given a flight assignment after completing two hours (2:00) of Airport Alert duty, such reserve flight attendant shall receive four hours (4:00) pay or two hours (2:00) pay plus flight time, whichever is greater. A reserve flight attendant who reports for duty and is subsequently released shall receive two hours (2:00) show-no-go pay. A flight attendant shall not be entitled to receive both Airport Alert pay and show-no-go pay for the same duty period.
  
10. Trip Pick-Up by Reserve Coming from Days Off
  - a. Reserves who are returning to duty from a day(s) off, including vacation days, personal drop days, personal leaves of absence and twenty-four (24) hour breaks containing a calendar day or who are unassigned after completing Airport Alert may pick up any trip in open time for the next day departing at 1100 local time or before or may pick up an airport alert assignment beginning at 1100 local time or before. Airport alert assignments not beginning on the hour may be picked up through a call to Scheduling. Reserve flight attendants picking up trips pursuant

to this paragraph may not be displaced by lineholders, and will be released to check-in.

1. A call in to Scheduling must be accomplished between 1500 and 1800 Central Time or within thirty minutes (:30) of the termination of the Airport Alert assignment if the assignment terminates after 1800. These trip pick-ups may be denied if incompatible with the number of duty days or when the reserve is at or above sixty-five (65) credit hours in the month.
  2. A reserve who picks up a trip in this manner will be released to check-in and is not subject to displacement by a senior bid line holder, but may be subject to reassignment in accordance with paragraph 5.K (for example, if the trip has been cancelled). A pickup may only be denied when necessary to equalize duty periods (leveling) between reserves.
- b. If no trips are available departing at 1100 local time or before, the reserve may pick up any trip in open time that departs the next day.

1. A call in to Scheduling must be accomplished between 1500 and 1800 Central Time or within thirty minutes (:30) of the termination of the Airport Alert assignment if the assignment terminates after 1800. These trip pick-ups may be denied if incompatible with the number of duty days or when the reserve is at or above sixty-five (65) credit hours in the month.
2. A reserve who picks up a trip in this manner may be subject to reassignment in accordance with paragraph 5.K (for example, if the trip has been cancelled) or if s/he has been displaced by a senior bid line holder in the base).
3. A reserve who picks up a trip in this manner may be bumped up to 12 hours prior to check-in of the trip by a senior lineholder in her/his base.
4. A reserve who picks up a trip in this manner will be required to verify the assignment during the assignment window provided for in paragraph 12

below. A pick-up may only be denied when necessary to equalize duty periods (leveling) between reserves.

5. Reserves who pick up trips during the 15:00 reserve window and are subsequently bumped prior to the 18:00 assignment window will be allowed to pick up another trip that satisfies the parameters set forth in Section 5 (l)(4) of the collective bargaining agreement.
11. An automated voice-response assignment system will be used to facilitate reserve assignments and releases. Scheduling will attempt to have assignments for all trips and airport alert assignments that begin before 1200 on the following day available on the VRS no later than 2100 Central time.
12. All Call-out reserves not previously given an assignment for the following day are required to call the assignment VRS between 2100 and 2400 Central time on the evening before any duty day to:
  - a. Confirm trip assignments and airport alert assignments for the following day. If no assignment is provided, the reserve shall be considered released until her/his Call-out period(s) on the following day;

- b. Confirm the times of their Call-out responsibilities for the following day if no assignment has been provided;
  - c. Confirm that their status has not been changed to Ready reserve for the following day.
  - d. A Call-out reserve who fails to contact the VRS between 2100 and 2400 Central time prior to a day of duty shall be converted to Ready reserve for the remainder of her/his scheduled block of reserve days, except that a flight attendant who is on flight duty during that time period shall not be so converted if she/he contacts Scheduling promptly upon the block-in of her/his trip. Such conversion shall not be considered as part of the limitation set forth in paragraph 5.I.3.b.2.
13. Ready reserves must call the VRS between 2100 and 2400 to confirm trip assignments and airport alert assignments for the following day. All ready reserves will remain ready reserves, subject to assignment/reassignment, even if an assignment has been confirmed through the VRS.
14. Reserve flight attendants assigned to Airport Alert will not be assigned a trip which leaves two hours (2:00) beyond the end of the alert assignment without her/his

agreement unless insufficient reserve coverage exists.

15. Reserve flight attendants may call Scheduling once a day about their status and/or to request a release from standby duty.
16. Reserve flight attendants must contact Scheduling before leaving the airport after the completion of their assigned trip, Airport Alert assignment or scheduled training. Reserves will be allowed to block-in with scheduling at the end of a trip assignment by phone from anywhere in the airport terminal rather than being required to physically block-in with scheduling from the crew lounge hotline phone. Phone availability for such calls outside of the crew lounge shall be the sole responsibility of the flight attendant. When blocking-in reserves must be available to be reassigned and may be required to report to such reassignment or to the crew lounge at the time of the call. Within thirty minutes (:30) of such contact, Scheduling will give the reserve flight attendant her/his next assignment or release her/him for crew rest. Upon release to crew rest Scheduling will only contact a reserve flight attendant during the last hour of the crew rest period at home base.
17. Reserve flight attendants who are given an assignment by the VRS will be given the pairing number, check-in time, termination

time and date, and the open position(s) on the pairing. If the pairing is not contained in the monthly bid schedules, the Company will make available information regarding the complete assignment including layover points, length of layover, length of duty day and scheduled return to base.

18. Whenever possible, reserve flight attendants who have been given a trip assignment/Airport Alert will be released until the designated reporting time of such assignment.
19. Subject to Company agreement, a reserve flight attendant who loses a duty day(s) due to illness, injury or emergency drop will be allowed to make up the lost day(s) on her/his remaining day(s) off that month. The day(s) on which the make-up occurs is subject to mutual agreement. When a lost day is made up in this manner four hours (4:00) will be returned to the flight attendant's reserve guarantee.
20. At the time a reserve flight attendant becomes a bid line holder s/he will remain on reserve status until released by Scheduling. This will occur at the end of the last trip assignment of the bid month in which s/he is a reserve flight attendant or on the last day of the month, whichever is later. No days off are restored as a result of carry-over trips unless the resulting loss reduces the flight attendant's days off below the applicable minimum. In cases where a

lineholder is returning to reserve duty all conflicting days off will be restored so that the published amount of days off remain.

21. Reserve flight attendants are required to carry their passports during any trip/Airport Alert assignment.
22. Reserves must call Scheduling to remove themselves from duty when they are ill. A separate call is required on each scheduled duty day on which the reserve is ill, unless the reserve is aware that the illness will prevent working for multiple duty days, in which case a minimum of one (1) call for each block of duty days on which the reserve is ill is required.
23. If a reserve flight attendant is displaced by a bid line holder after reporting to the airport and is not reassigned, s/he shall receive two hours (2:00) pay and credit. His/her duty period shall commence at the time s/he is scheduled to report to the airport or when s/he reports to the airport, whichever is later.
24. A reserve flight attendant who has an assignment which carries into his/her day off four hours (4:00) or more, or past midnight if her/his originally scheduled arrival time was 1900 Local time or earlier, shall have his/her day off restored in accordance with Section 5.G.3, provided s/he maintains minimum reserve days off. In the event a reserve flight attendant has

an assignment which carries into his/her day off, s/he shall be given the day off unless the Company has to roll such day due to operational requirements.

25. Reserve flight attendants who are required to pre-board after completion of an assigned trip will be credited with one hour (1:00) toward line value for the performance of such duties. Reserve flight attendants who are given a pre-boarding assignment that extends beyond the four hour airport alert period will be credited with the one hour (1:00) toward line value in addition to their airport alert pay.

J. Drafting

Drafting is the mandatory assignment of a flight attendant(s) or ISM(s) in reverse order of seniority to fly a trip pairing that cannot be covered by a reserve flight attendant. Drafting for ISM trips may be limited to reverse order of seniority among ISMs. When there are no reserve flight attendants available and eligible for flight assignment, the Company may assign open time in the following order:

1. Time permitting, the Company may assign the trip in seniority order to any flight attendant who is legal and willing to work the trip assignment;
2. Time permitting, in reverse order of seniority, any flight attendant who can be contacted who will not have his/her

regularly scheduled trip assignment interrupted by such drafting;

3. Time permitting, in reverse order of seniority, any flight attendant who can be contacted without regard to his/her scheduled trip assignments;
4. If unable to cover the trip assignment by the application of the first, second, or third steps above, the Company may draft any flight attendant to the trip in reverse order of seniority who will cause the least delay of the trip.
5. A flight attendant who has been drafted shall be replaced with a reserve flight attendant at the first point where operational requirements permit, and the Company has a qualified reserve flight attendant who is available and eligible to fly.
6. A bid line holder who is drafted will be paid and credited for her/his originally scheduled credited time missed due to the drafting or for her/his actual credited time flown, whichever is greater.

K. Loss of Flight Time

1. Notice on same calendar day as departure

Within two hours (2:00) of being notified that a flight attendant has lost her/his trip pairing or any portion thereof for any reason

other than her/his own unavailability for duty s/he may:

- a. With the concurrence of the Company, be relieved of all assignment responsibility with no loss of pay, or
  - b. Be given a replacement pairing.
2. If a Severe Weather Action Plan (SWAP) is in effect, the Company may have the following options:
- a. Provide a replacement pairing up to four hours (4:00) past the time the original trip was scheduled to depart, or
  - b. Provide a replacement pairing at the time of notifying the flight attendant of the loss of her/his trip pairing, or
  - c. Provide a replacement pairing within two hours (2:00) of notifying the flight attendant of the loss of her/his trip pairing. A flight attendant who is required to remain available for assignment pursuant to this paragraph K.2.c. more than four hours (4:00) past the time the original trip was scheduled to depart shall receive an additional four hours (4:00) pay and credit.

3. Notice of one or more calendar day

At the time of the notification, if the Company does not advise the flight attendant of a replacement pairing or relieve her/him of responsibility, at her/his option s/he will:

- a. Make up the time lost on days not originally scheduled to fly in which case her/his line guarantee will be adjusted. S/he will then be relieved of all reassignment responsibility; or
- b. Make up the time as close as possible to the time lost on days originally scheduled to fly with no loss of pay. S/he will then be relieved of all reassignment responsibilities; or
- c. Be subject to reassignment in accordance with the following:
  1. After 1600 local time the day before check-in of the original trip, the flight attendant may contact Scheduling which will advise the flight attendant whether s/he is likely to be given a trip assignment.
  2. If s/he chooses to remain subject to reassignment, the flight attendant must contact Scheduling between 1800 and

2200 local time the day before the original trip was scheduled to depart. Scheduling will either reassign the flight attendant or relieve him/her of all responsibility with no loss of pay.

4. Reassignment and/or replacement pairing provided for in Section 5.K.1 and 3, above will comply with the following:
  - a. Reassignments may not be scheduled to depart earlier than two hours (2:00) before the scheduled departure of the trip lost. If an earlier reassignment interferes with a flight attendant's prior day off, s/he shall receive fifteen dollars (\$15.00) per hour, in addition to his/her regular rate of pay, for all time worked prior to the scheduled departure of the trip lost.
  - b. Reassignments may not be scheduled to interfere with the next scheduled calendar day off appearing in the flight attendant's bid line without the flight attendant's consent.
  - c. Flight attendants who are reassigned to trips originating from domestic bases, other than those resulting from changeover pairings, which are scheduled to terminate more than two hours (2:00) after the original

scheduled arrival time of the trip lost shall receive fifteen dollars (\$15.00) per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost.

- d. Reassignments may be a combination of multiple and/or single duty periods.
5. Reassignments which occur after leaving the base will comply with the following:
- a. If, after leaving her/his base, a flight attendant loses a portion of a scheduled trip, s/he may be reassigned other flying provided the trip is scheduled to return the flight attendant to her/his base within twelve hours (12:00) of her/his original scheduled arrival. The assignment cannot be scheduled to extend more than eight hours (8:00) into a flight attendant's calendar day off.
  - b. If the reassigned trip causes a flight attendant to be on duty four or more hours (4:00) into the flight attendant's calendar day off, or past midnight if her/his originally scheduled arrival time was 1900 Local time or earlier, the flight attendant will have her/his day off restored through mutual

arrangement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing s/he maintains the eight (8) day off minimum). Flight attendants who are so reassigned to domestic trips, shall receive fifteen dollars (\$15.00) per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost.

- c. A flight attendant who is required to remain at a downline location to protect equipment that is unserviceable for mechanical reasons will be returned to her/his base no later than twenty-four hours (24:00) after her/his originally scheduled return. If this requirement causes a flight attendant to be on duty four (4) or more hours into the flight attendant's calendar day off, the flight attendant will have her/his day off restored through mutual agreement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing s/he maintains the eight (8) day off minimum).
- d. With her/his concurrence, a flight attendant may be reassigned to a trip(s) which exceed the parameters above.

- e. After leaving her/his base a flight attendant may be reassigned even though the flight attendant's trip(s) is operating.
6. When a flight attendant becomes ineligible for his/her next scheduled trip(s), s/he shall notify Scheduling as soon as possible upon return to her/his domicile from the trip which caused her/him to become ineligible. At that time s/he shall be subject to reassignment in accordance with Section 5.K.1.

L. Notification

Whenever possible, Scheduling will notify flight attendants of cancellations, equipment substitutions or delays over thirty minutes (:30). This will usually be feasible when Scheduling has at least two hours (2:00) notice of the change. At downline stations, Crew Coordination will notify the "A" position flight attendant only.

M. Waiving of Limitations

A flight attendant may waive any limitations with the exception of the following:

1. Except as provided in this Section, the flight attendant must have a minimum of eight (8) calendar days free from duty at her/his base within each bid period.
2. A flight attendant must have one (1) twenty-four (24) hour period free from duty in any

seven (7) consecutive calendar day(s) as provided in this Section.

3. A flight attendant must retain minimum rest periods as provided in this Section.
4. A flight attendant may not schedule herself/himself in excess of maximum scheduled on-duty limitations as provided in this Section. In case of irregular operations, a flight attendant may elect to waive the maximum scheduled on duty limitations to return to her/his base on the last segment of a pairing.
5. In the instance a flight attendant is asked to voluntarily exceed her/his limitations in violation of Section 5.M.4. above, the appropriate remedy for such violation shall be the payment to the flight attendant of one hour's pay at her/his regular rate of pay for each hour or portion of an hour actually on duty in excess of sixteen hours (16:00) if the flight is a domestic flight and in excess of seventeen hours and thirty minutes (17:30) if the flight is an international flight. Our agreement regarding this remedy is not intended to alter or change the maximum limitations provided for in Section 5.B.7.b. and c. No payment is due under this provision regardless of time on duty unless a flight attendant is requested to and does, waive her/his limitations.

Time Actually On Duty	Payment Amount
16:01 – 17:00 (domestic)	1 (one) hour
17:01 – 18:00 (domestic)	2 (two) hours
18:01 – 19:00 (domestic)	3 (three) hours
19:01 – 20:00 (domestic)	4 (four) hours
20:01 or greater (domestic)	5 (five) hours
17:31 – 18:30 (international)	1 (one) hour
18:31 – 19:30 (international)	2 (two) hours
19:31 – 20:30 (international)	3 (three) hours
20:31 – 21:30 (international)	4 (four) hours
21:31 or greater (international)	5 (five) hours

## **Section 6 - Required Meetings and Training**

- A. Flight attendants may be required to attend general meetings. Meetings will be scheduled into bid lines whenever possible. In no event will they be scheduled with less than seven (7) days notice. General meetings which are required will be with compensation as follows:
1. Effective January 1, 2006, on a day scheduled to fly, a Bid Line Holder will receive full pay and credit for the trip(s) or trip pairing(s) missed. On a day not scheduled to fly, a Bid Line Holder will receive two hours and fifteen minutes (2:15) flight time pay and credit, effective on the day before the amendable date of this Agreement, on a day not scheduled to fly, a Bid Line Holder will receive two hours and thirty minutes (2:30) flight time pay and credit;
  2. Effective January 1, 2006, flight attendants who do not hold a Bid Line will receive two hours and fifteen minutes (2:15) flight time pay and credit, effective on the day before the amendable date of this Agreement, flight attendants who do not hold a Bid Line will receive two hours and thirty minutes (2:30) flight time pay and credit.
- B. Except as otherwise provided in Paragraph G below, when the Company directs a flight

attendant to attend training or meeting(s) away from his/her domicile, s/he will receive fee-waived positive space (PS-5B or equivalent) Company Business passes from either his/her home or domicile to and from the training or meetings. When returning to domicile from such training or meetings, if necessary to return to duty on the same or the following day, the pass will be designated as "must ride." If a flight attendant who is returning to domicile is not scheduled for duty in the same day or the following day or if the Company elects not to designate the pass as "must ride," and the flight attendant is required to remain at the training site for additional day(s), s/he shall receive one (1) day's training pay (effective January 1, 2006, two hours and fifteen minutes 2:15) effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30)) for each additional calendar day that s/he is required to remain at the training site, and for each such day the Company shall provide suitable hotel accommodations and expenses as provided in Sections 7.A and 7.D.

- C. The provisions of Sections 5.A.4., 5.A.7. and 5.B.7. through 5.B.9. will apply to all required general meetings, and to initial new equipment and recurrent training.
- D. Flight attendants will be required to attend qualification training, both initial new equipment and recurrent. Such training will not remain a part of a flight attendant's pay guarantee unless the flight attendant has actually attended such training, and will be paid as follows:

## **6 - 2 Required Meetings and Training**

1. Effective January 1, 2006, initial new equipment training will be paid at two hours and fifteen minutes (2:15) effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) per day for each day a flight attendant is required to attend a scheduled classroom training session.
  2. Effective January 1, 2006, recurrent training will be paid at two hours and fifteen minutes (2:15) effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) per day up to a maximum of two (2) days for each calendar year.
  3. Flight attendants who are required to drop trips to attend recurrent training because training was not offered on their days off will be allowed to elect either to be released from duty with no protection (i.e., her/his pay guarantee will be reduced accordingly) on non-training days where trips were dropped, or to be protected in accordance with the provisions of Section 5.K.3. A bid line holder who has elected such protection will receive full pay and credit for the trip(s) missed, or for the recurrent training plus any credit from reassigned trips, whichever is greater.
- E. Home study and Computer Based Training (CBT) assignments will each be paid one hour (1:00) flight time pay and credit.

- F. Initial new equipment and recurrent training will be scheduled whenever possible on days free from duty at the flight attendant's base, or with Company concurrence on "R" days during the bid period. Scheduling will adjust schedules which conflict with initial new equipment training to restore, as closely as possible, the flight attendant's originally awarded line projection.
  
- G. When flight attendants are attending mandatory training away from their geographic base, the training will be available as a pairing containing deadhead segments to and from the training. Flight attendants who attend training by picking up these pairings will receive per diem in accordance with Section 7, such per diem to start with the flight attendant's check-in for the deadhead to attend the training and ending with her/his block-in for the return deadhead segment. Flight attendants who are attending mandatory training away from their geographic base, and who elect to do so without flying such deadhead pairings will receive per diem in accordance with Section 7 from their report for training to their release from training.
  
- H. Effective January 1, 2006, International Service Managers attending required training related solely to the ISM program will be paid at the rate of two hours and fifteen minutes (2:15) effective on the day before the amendable date of this Agreement, two hours and thirty minutes (2:30) flight time pay and credit for each day of training, not to include travel to and from training.

#### **6 - 4 Required Meetings and Training**

- I. When a flight attendant is required to attend training immediately preceding or immediately following a duty period, s/he shall be paid a minimum of one hours'(1:00) pay for such training. Such training shall not exceed one hour (1:00).
- J. Flight attendants are responsible for maintaining their flight qualifications by completing all required training. Failure to do so will result in removal from flight status and may result in release from the Company. (For leave of absence rules see, Section 14.A.3)
- K. A Union official may address new hire flight attendant training classes for informational purposes. The Union will provide the Company an agenda for such presentation. The Company will notify the Union of the date and time for the presentation at least seven (7) days in advance. The Union shall be allowed up to a maximum of two hours (2:00) to make its presentation. A Company representative may be present.

## Section 7 - Traveling Expenses

- A. The Company will provide single occupancy accommodations to flight attendants laying over at regular layover stations. It is the flight attendant's responsibility to check in and check out, and, at check out, to pay for personal incidental expenses such as telephone bills, room service charges, etc.
- B. The Company will provide transportation between the airport and the hotel at all layover points. Ground transportation shall be available within thirty minutes (:30) of block-in. When ground transportation is not available within such time limit, the flight attendants, as a crew, may utilize other means of ground transportation (i.e., one (1) taxi for each four (4) crewmembers) and be reimbursed in accordance with Corporate policy for such transportation expense (including gratuity). Crewmembers shall attempt to minimize the expense of such ground transportation.
- C. When a flight attendant is away from her/his base at a location that is not a regular layover station, or away from her/his base for a general meeting or training purposes, the Company will reimburse her/him for reasonable actual expenses for single occupancy lodging, unless the Company provides accommodations at that location.
- D. Per Diem
  - 1. Expense allowance (per diem) for time away from base, excluding time away from

base associated with turns (a pairing with only one (1) duty period), shall be paid for each hour (or fraction thereof) from scheduled or actual report time, whichever is later, to block-in time at home domicile at the end of a trip pairing. Effective on the day before the amendable date of this Agreement, (per diem) for time away from base shall include time away from base associated with turns (a pairing with only one (1) duty period). Per diem shall be paid at the following rates:

- a. Basic per diem shall be paid for flight operations (excluding turns prior to the day before the amendable date of this Agreement) between airports located inside the contiguous 48 states of the United States, Mexico, Canada, or Central America at the rate of \$1.85/hr. Effective on the date of signing of this Agreement, Basic per diem shall be \$1.95/hr.
- b. Premium per diem shall be paid for flight operations (excluding turns prior to the day before the amendable date of this Agreement) to or from an airport not included in the Basic per diem definition. (e.g., Alaska, the Caribbean, Hawaii, Africa, South America, Australia, Europe, or Asia) at the rate of \$2.50/hr.

2. Premium per diem rates shall become applicable upon scheduled or actual check-in, whichever is later, or block-out for the premium destination if check-in occurred for a basic segment, for flight segments that will overnight at a premium location as described in paragraph D.1.b. above, and will remain in effect until the crew member blocks in at a location described in paragraph D.1.a. above.
  3. Per diem payment for pairings that bridge two (2) bid periods will be paid in the second bid period's expense check. In no event will a flight attendant receive per diem and actual expenses applicable to the same period.
- E. When a flight attendant is away from her/his base for general meetings or training, the Company will reimburse her/him for reasonable actual meal expenses for which receipts are provided, not to exceed the maximum amounts set forth in the corporate expense guidelines.
- F. In the course of working a trip, if a flight attendant's scheduled or known ground time between flights is five hours (5:00) or more (four (4:00) or more hours if the ground time begins between the hours of 2100 and 0559), s/he will be provided a hotel room at or near the airport, except that if such ground time occurs in the flight attendant's domicile, accommodations shall be provided only upon a timely request by the flight attendant to Scheduling.

## **7 - 3 Traveling Expenses**

- G. The Company, in coordination with the Union, shall maintain a list of suitable hotels, including hotels near the airport and hotels near the center of the metropolitan areas served by Continental.
- H. When irregular operations require flight attendants to remain in an unscheduled location or to stay in an unscheduled hotel the Company will provide each flight attendant on the crew a means to contact a person at their place of residence (for example pre-paid phone cards may be provided) to advise them of the changed circumstances.
- I. Hotel Gainsharing
1. Flight attendants who cancel hotel rooms in accordance with the provisions of this paragraph I shall be reimbursed a portion of the resulting savings from such cancellations. The amount of such reimbursement shall be reviewed annually, but shall not be less than twenty dollars (\$20.00) for each cancelled hotel room.
  2. Hotel gainsharing shall apply to U.S. mainland and Honolulu hotel rooms, and shall be available only to the flight attendant scheduled to occupy the room.
  3. A flight attendant must cancel her/his room no more than seventy-two (72:00) and no less than twenty-four hours (24:00) prior to the original check-in time for the trip.
  4. Cancellations may only be accomplished by contacting the Corporate Travel

Department, either by phone between 8:00 a.m. and 5:00 p.m. Central Time, or by such other method as may be authorized by the Company, it being the parties' desire to automate this gainsharing program when such automation becomes reasonably practicable.

5. A room may only be cancelled by the flight attendant who is scheduled to occupy it; flight attendants may not cancel hotel rooms for other flight attendants.
6. Flight attendants will be required to provide the following information in order to cancel an hotel room:
  - a. Name, Base, and employee number, and
  - b. Inbound flight number, and
  - c. Check-in time, and
  - d. Layover city, date the pairing commences, date of the layover where the room cancellation is to occur, and the hotel where it is to occur.
7. Room cancellations shall be final and may not later be rescinded.
8. A flight attendant who has cancelled an hotel room shall thereafter be ineligible to trade or drop the trip on which the cancellation occurs.

9. A flight attendant who becomes ill or who is reassigned or recrewed after canceling her/his hotel room must notify Crew Scheduling as soon as possible that s/he cancelled the room so that prompt arrangements for overnight accommodations may be made for the replacement flight attendant.
10. Gainsharing payments shall be included on the flight attendant's clean-up paycheck in the month following the cancellation.
11. Flight attendants will not be entitled to receive gainsharing payments for hotel cancellation(s) that are not in full and complete compliance with all of the provisions of this paragraph I.

## Section 8 – Vacation

### A. Basis of Accrual

1. Employees accrue vacation credits (except as provided in Section 5.C.5.) based on their vacation seniority date and months worked in the preceding calendar year.
2. Regular vacation with pay is based on an employee's service with Continental. Employees placed in service on or before the fifteenth of a month will accrue vacation from the first of the month. Employees placed in service after the fifteenth of the month will accrue vacation from the first day of the following month.

### B. Vacation Schedule

1. At the end of the calendar year of hire, flight attendants will accrue up to seven (7) days of vacation to be taken the following year. The vacation days will be accrued as follows:

Month Hired	Days of Earned Vacation as of January 1 of Following Year
January	7
February	6
March	6
April	5
May	5
June	4
July	4
August	3
September	2
October	2
November	1
December	0

2. Vacation shall be taken within the calendar year following the year of accrual in accordance with the following schedule:

Completed Yrs Service	Base Vacation Accrual	Vacation Plus Optional FLEX
1 – 4	7 Days	14 Days
5 – 9	14 Days	21 Days
10 – 17	21 Days	28 Days
18 – 24	28 Days	35 Days
25 – 29	35 Days	42 Days
30 and above	37 Days	44 Days

C. Vacation Pay

1. Effective 1/1/2006, vacation will be paid at a rate of three hours (3:00) per day. Effective on the day before the amendable date of this Agreement, paid vacation will be paid at a rate of three hours and fifteen minutes (3:15) per day.
2. Vacation pay will be paid at the flight attendant's applicable rate at the time vacation is taken.
3. A flight attendant may elect to contribute a week of paid vacation accrued for use in the following year to her/his 401(k) Savings Plan account. The maximum vacation contribution for any year shall be one (1) week of vacation. Contributions shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a) (17) limits.

D. Vacation Administration

1. The vacation bidding process will begin no later than the 10th day of September for the following year. Bids will close no later than the 5th of October. Vacation bid awards will be posted no later than November 15th. Flight attendants will have thirty (30) days to resolve any dispute over the vacation bid results. On December 16th, the list will be final. All vacations will be awarded in seniority order within each base. A flight attendant may elect to split her/his vacation into periods of not less than seven (7) days each. A flight attendant may have a maximum of five (5) vacation periods. If the number of vacation days is not equally divisible by seven (7), the flight attendant may have one (1) vacation period of less than seven (7) days.
  
2. A flight attendant will be given the opportunity to move her/his vacation (+) or (-) three (3) days unless extraordinary circumstances exist, except that the movement of the vacation may not cause it to crossover from one (1) bid period to another. If the movement of a vacation is into or within a blocked period (holiday times, etc.) it will be considered and granted if staffing permits. (Approval may be unlikely.) All vacation slides must be received before the closing date for bids for the month in which the vacation is to occur.

3. A flight attendant who changes bases will retain her/his vacation period(s). In the case of a new base opening, the flight attendant(s) may be required to re-bid for her/his remaining vacation days.
4. Vacation periods may be exchanged by a flight attendant with another flight attendant. Their request must be submitted in writing by the 15th of the month before the earliest of the calendar months involved in the trade. Flight attendants may exchange a vacation period with an open vacation period. The request must be submitted in writing thirty (30) days before the earliest of the calendar months involved in the trade.
5. Not later than one (1) calendar day before her/his vacation begins, a flight attendant who is scheduled for jury duty, medical or O.I. leave, may defer her/his vacation until later in the year. When s/he returns to work, s/he will choose from available vacation periods. If no vacation period is open, s/he will be paid on the January 16th paycheck of the following year at the rate applicable in December provided the vacation deferred is a paid vacation. If s/he elects to carry over such vacation to the following year s/he will choose from available vacation periods after vacation periods for that year have been awarded.
6. The Company will post, with the vacation bid form, the number of available vacation bid slots for each vacation period in each month. The number of vacation bid slots

available for each vacation period in each month shall be determined by the Company, taking into account the projected operations and flight attendant availability (projected headcount, attrition, and absence, etc.).

E. Vacation Deferrals

1. Vacations may be deferred by the Company if required by the needs of the service.
  - a. Vacations deferred by the Company may at the flight attendant's request, be paid off provided the vacation deferred is a paid vacation.
  - b. A flight attendant who elects not to be paid off for her deferred vacation may choose a vacation, in seniority order, from time available or made available in the remainder of the year of the cancellation.
  - c. Vacations must be taken within the calendar year following accrual unless advance approval to defer is given by the Company.
2. Before a flight attendant's vacation may be canceled, volunteers in the base will be solicited who are willing to change their vacation. If there are not enough volunteers, then flight attendant vacations in the base will be canceled in reverse order of seniority. If a vacation is canceled,

a flight attendant will be given at least thirty (30) days advance notice unless s/he agrees to a shorter notice.

3. If a flight attendant's vacation has been canceled by the Company and s/he has incurred non-refundable expenses (i.e., deposits, etc.), the Company will reimburse the flight attendant for those expenses.

F. Vacation Bid Month

1. Flight attendants who wish to fly during their scheduled vacation periods may submit vacation fly through request forms to opt to fly during their scheduled vacation. Vacation fly through request forms must be submitted no later than the fifth of the month at 1000 central time before the month the vacation is scheduled.
2. Flight attendants who choose to fly during their scheduled vacation period will be paid for all trips flown during the vacation period in addition to vacation pay. Vacation fly through hours will be included in line projections.

G. Optional Flex Vacation Program

A flight attendant may, during the vacation election period, elect to take seven (7) additional days of Flex vacation. Flight attendants electing to take the additional week of Flex vacation will either take the additional seven (7) days as unpaid vacation or elect to have one hour and fifty-four minutes

(1:54) pay deducted from their earnings each month to pay for the Flex vacation week

H. Vacation Payments Upon Termination

1. A flight attendant who leaves the Company either voluntarily or involuntarily will receive full payment only for unused paid vacation time credited from the previous year.
2. A flight attendant who has not completed eight (8) months of Company service is not eligible for vacation pay upon termination.
3. In the event of the flight attendant's retirement, permanent disability or death, current year accruals will be paid.
  - a. When a flight attendant leaves between the first and fifteenth of the month, vacation credit will accrue up to the end of the previous month.
  - b. When a flight attendant leaves between the sixteenth and the end of the month, vacation credit will accrue up to the end of the month in which the employee leaves.

## Section 9 - Sick Leave

### A. Sick and Occupational Injury Bank Accrual

1. For each month a flight attendant is in pay status of forty (40) hours or more of credited time, s/he will accrue four hours (4:00) sick leave credit, and four hours (4:00) of occupational injury leave. "Pay status" will include only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours.
2. For each month a flight attendant is in pay status of at least twenty (20) hours, but less than forty (40) hours of credited time, s/he will accrue two hours (2:00) sick leave credit, and two hours (2:00) of occupational injury leave. "Pay status" will include only scheduled or actual flight time (whichever is greater), training, trip rig, deadhead, vacation, and for reserves only, guarantee hours.
3. The maximum accrual in the sick leave bank is one thousand hours (1,000:00), and in the occupational injury bank is four hundred hours (400:00).

### B. Catastrophic Bank Accrual

After accruing the maximum one thousand hours (1,000:00) in the sick leave bank a flight attendant

will begin accruing an additional two hundred and fifty hours (250:00) to be placed in a separate catastrophic bank to be used for major, long term illness or injury (i.e. longer than thirty (30) calendar days). The catastrophic bank will be available only after the one thousand hour (1,000:00) regular bank has been exhausted. Each flight attendant on the system seniority list on the date of signing of this Agreement shall also have forty-two hours (42:00) automatically placed into her/his catastrophic bank when her/his regular bank reaches four hundred hours (400:00).

C. Rapid Re-accrual

A flight attendant who is absent as a result of maternity, or who as a result of a single injury or illness, has used more than two hundred fifty-five hours (255:00) of sick leave shall re-accrue sick leave at the rate of seven hours (7:00) each month until s/he reaches the same level of sick leave s/he had at the onset of the injury, illness or maternity.

D. For the purpose of sick leave and occupational injury credit, a new flight attendant placed on the payroll between the first and the fifteenth of the month, inclusive, will be considered as having been employed on the first day of the month. A new flight attendant placed on the payroll after the fifteenth day of the month will be considered as having been employed on the first of the following month.

E. When a bid line holder misses a flying assignment because of a qualified occupational injury,

withdrawals from the occupational injury bank will be made to restore the flight attendant's month end pay for all scheduled trips awarded at the time the occupational injury occurs which are missed due to the injury, not to exceed a maximum of ninety three (93:00) hours (forty-six hours (46:00) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped, or to exhaust the bank if it contains insufficient hours. The provisions of Section 9.F below will apply to all illness or injury situations, except for awarded trips missed by a bid line holder due to a qualified occupational injury.

- F. When a flight attendant misses a flying assignment because of sickness or injury, withdrawals from the appropriate bank will be made to restore the flight attendant's month end pay total not to exceed ninety three (93:00) hours (forty-six hours (46:00) for job share/partnership/half month leave flight attendants) or to exhaust the bank if it contains insufficient hours, unless a flight attendant elects not to use her/his sick leave to restore pay or unless s/he has more than five hundred hours (500:00) in her/his sick leave bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped. In the case of reserve flight attendants, four hours (4:00) for each day of sickness or injury will be withdrawn from the appropriate bank, unless the flight attendant elects not to use her/his sick leave to restore her/his end pay total or to exhaust the bank if it contains insufficient hours.

Reserve flight attendants whose appropriate bank is exhausted or who elect not to use sick leave will have their guarantee reduced by four hours (4:00) for each duty day on which they are unavailable due to illness or injury. Flight attendants on full month sick leave who have not been awarded a line of time and reserve flight attendants, will be paid eighty-three hours (83:00), with appropriate deductions from their bank(s).

G. Make Up of Sick/Occupational Injury Leave Bank

A flight attendant who makes up hours lost due to illness or injury will not have such hours deducted from her/his sick or occupational injury leave bank.

H. Medical Verification

When a flight attendant calls in sick or injured, s/he must call Scheduling. Medical verification of the illness or injury and/or physician's release that the flight attendant is fit to perform her/his duties may be required before the flight attendant is permitted to return to work in accordance with the following:

1. Each time a flight attendant reaches four (4) sick incidents during any twelve (12) months of active service, s/he will provide to her/his supervisor satisfactory verification from an accredited physician that s/he was unable to perform her/his regular duties because of illness.
2. The Company will advise the flight attendant, in writing, that s/he has reached

the third incident, and further incidents will be handled under Section 9.H.1 above. The letter will also state that failure to provide medical verification could result in disciplinary action.

3. The medical verification must include:
  - a. a written statement from an accredited physician confirming that the flight attendant was and, if appropriate, currently is unable to perform her/his regular duties;
  - b. date and time of visit;
  - c. date of next visit, if applicable;
  - d. medication prescribed, if applicable;
  - e. restrictions, if any
4. The flight attendant must actually be seen by the medical doctor in a timely manner, but no later than seventy-two hours (72:00) after notifying Scheduling of an illness/injury. The verification must be prepared and signed by the doctor after an in-person visit by the flight attendant to the doctor's office. This note must be submitted to the base on or before check-in time of the flight attendant's first trip following the illness or injury. If a doctor's release is not received, the flight attendant will have seventy-two hours (72:00) after

her/his first trip flown or Airport Alert assignment to provide the note.

5. The Company may also require medical verification for all sick calls originating during the Fourth of July, Thanksgiving and Christmas holidays which will be from July 1st to July 7th; any trip touching Thanksgiving Day; and December 20th to January 4th respectively. If the Company intends to require medical verification for sick calls occurring during such holiday period, the Company will first notify the Union and give flight attendants adequate notice. Such notice for the Fourth of July holiday will be posted in the Briefing Books on June 14th and June 28th; Thanksgiving: November 1st and November 15th; Christmas: December 1st and December 15th. Flight attendants who have had no absences in the prior twelve (12) calendar months will not be subject to the medical verification requirement imposed during these holiday periods.
6. Nothing in this Agreement will prevent the Company from requiring a flight attendant to provide satisfactory verification of an incapacitating illness from an accredited physician when circumstances suggest that abuse or misuse of sick leave has occurred.

## I. Occupational Injury Administration

1. Occupational injury absences which are caused by the same accident and are part of the same occupational injury claim will be considered to be a single incident.
2. Any flight attendant desiring to challenge or protest action(s) by the Company relating to occupational injury, may in addition to any other appeal raise her/his claim to the Union's designee(s) who will attempt to achieve a prompt resolution of the matter with the Senior Director, Inflight Services.
3. During absences due to occupational injuries, a flight attendant who has applied for or is receiving workers' compensation benefits will receive direct payment from the Company equal to only thirty percent (30%) of the forty hour (40:00) semi-payment paid on the first of the month, thirty percent (30%) of the twenty-five hour (25:00) semi-payment paid on the sixteenth of the month, and thirty percent (30%) of pay earned in excess of sixty-five hours (65:00) in a month. The Company shall deduct an amount equal to all hours paid (directly and indirectly via workers' compensation) from the flight attendant's occupational injury bank not to exceed a maximum of eighty three (83:00) hours (forty-one hours and thirty minutes (41:30) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in

her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped. This will continue until the flight attendant's occupational injury bank is exhausted. When a flight attendant's occupational injury bank is exhausted, s/he may continue to supplement Workers' Compensation benefits using her/his sick leave bank on an hour for hour basis, deducting one hour (1:00) of sick bank for each additional hour paid from the sick bank not to exceed a maximum of eighty three (83:00) hours (forty-one hours and thirty minutes (41:30) for job share/partnership/half month leave flight attendants) unless the flight attendant has more than two hundred hours (200:00) in her/his O/I bank following the withdrawal, in which event the flight attendant's month end pay total shall not be capped, Workers' Compensation benefits will continue in accordance with state law.

4. Flight attendants who receive state worker's compensation benefits will have their occupational injury leave pay reduced by the same amount excluding any lump sum payment resulting from a temporary total disability and/or temporary partial disability.

J. A flight attendant on sick leave or occupational injury leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination.

- K. All credit for sick leave and occupational injury will be canceled if employment stops. No payment for accumulated sick leave or occupational injury credit will be made. A flight attendant on leave of absence or on furlough status will retain, but not accrue sick leave credit.
- L. A flight attendant's per diem and lodging, as provided in Section 7 (Traveling Expenses), will be provided until the flight attendant returns to her/his base if s/he becomes ill or injured while en route, unless the flight attendant is at the place of their residence.
- M. If a flight attendant has been absent due to illness or injury for thirty (30) days or more, s/he may bid for the month s/he returns to duty. S/he must first provide written verification from her/his personal doctor indicating s/he will be able to return by the fifteenth day of such month.
- N. Misuse of sick leave or occupational injury leave, excessive absenteeism or unreliable attendance will be grounds for termination.
- O. A flight attendant's pay voucher will show her/his sick leave accrual and occupational injury leave accrual each month.
- P. If a flight attendant's spouse or minor child is injured or becomes ill so that the flight attendant is unable to report for work, s/he will be allowed to use sick time for up to three (3) consecutive days, or the duration of the pairing, whichever is greater. The absence will be treated the same as the flight

attendant's sick time, and will count for attendance/ disciplinary purposes.

## **Section 10 - Medical Examinations**

- A. The Company may require a fitness for duty medical examination when it has a reasonable basis to believe that a flight attendant's physical or mental health impairs her/his ability to safely perform the duties of a flight attendant, or when a flight attendant claims such an inability and the Company has a reasonable basis to believe that the flight attendant's physical or mental health does not impair her/his ability to safely perform flight attendant duties. The supervisor will contact the Vice President, Inflight or her/his local management designee for a second review and authorization before requiring the fitness for duty. The Company will pay for the examination by a Company approved medical examiner. Unless s/he is earlier found to be not fit for duty, an active flight attendant held out of service for a fitness for duty will continue to receive her/his regular pay for fourteen (14) days or until the first scheduled date for her/his examination by the Company approved medical examiner, whichever is later. The medical examiner will provide both the Company and the flight attendant with her/his diagnosis, treatment and prognosis.
- B. If the flight attendant disagrees with the medical examiner's findings, s/he has the right to have another examination by a qualified medical examiner of her/his choice at her/his expense. S/he will schedule this examination to occur within fourteen (14) days after s/he receives the Company approved medical examiner's findings,

and will provide the Company with a copy of her/his medical examiner's diagnosis, treatment, and prognosis immediately upon receiving it. Reasonable additional time will be allowed if her/his medical examiner believes that special laboratory analysis or other procedures are needed either to confirm or disprove the Company approved medical examiner's findings.

C. Medical Dispute Resolution Procedures

1. If the findings of the flight attendant's medical examiner confirm those of the Company-approved medical examiner, the findings will be final.
2. If the findings of the two (2) medical examiners disagree, the flight attendant may make a written request for the appointment of a third medical examiner to resolve the conflict. S/he must do so within ten (10) days of receiving the second report. The Company will then ask the two (2) medical examiners to agree upon a third qualified and disinterested medical examiner (preferably a specialist in the area of the flight attendant's possible disability).
3. The third medical examiner is entitled to the written conclusions of the other two (2) medical examiners if s/he wishes them. S/he will make a further examination of the flight attendant.
4. The third medical examiner will mail a copy of her/his findings to the Company and the

flight attendant within ten (10) days of the third examination. Reasonable additional time will be allowed if the third doctor believes special laboratory analysis or other procedures are needed.

5. The Company and the flight attendant will each pay one-half (1/2) of the expenses for the third medical examiner.
6. The third medical examiner's findings will be final and binding on the Company and the flight attendant.
7. If the final opinion is that the flight attendant is fit to fly, s/he will be returned to flight status immediately. If s/he has been withheld from service against her/his wishes, s/he will be paid retroactively any difference between what s/he did earn (including unemployment compensation if any) and what s/he would have earned had s/he been in flight status for the period between the date of the first scheduled examination by the Company approved medical examiner, and the date s/he was returned to flight status, except as provided in paragraph 8 below.
8. A flight attendant who fails to obtain her/his second examination within fourteen (14) days after receiving the Company approved medical examiner's findings, as provided in paragraph B above, shall forfeit all claim or entitlement to any pay from the end of that fourteen (14) day period until the second

examination actually occurs, unless the parties expressly agree to the contrary.

9. In the event that the flight attendant becomes entitled to retroactive pay pursuant to paragraph 7 above, her/his paycheck shall be issued as a special check made available to the flight attendant within two (2) business days after the day the Company was notified that the flight attendant was fit to fly.
- D. Any medical information obtained through any of these examinations will be kept strictly confidential. This does not prevent providing this information to relevant management to determine appropriate actions. The information will not be given to any other person without the written permission of the flight attendant.
  - E. Medical examinations involving possible drug and alcohol abuse will be handled under the Company's published Drug and Alcohol Policy.

# **Section 11 - Alcohol and Drug Testing**

## **Part 1 – Testing Occasions**

### **A. Random Testing**

1. All flight attendants will be subject to random drug and/or alcohol testing to the extent required by applicable federal regulations.
2. The Company may conduct random drug and/or alcohol testing of flight attendants any time just before, during, or just after a trip sequence. A flight attendant undergoing drug and/or alcohol testing will, for the purpose of Federal Aviation Regulations relating to duty time and minimum rest, be deemed to be on duty until the testing collection process is completed.
3. Following positive verification of identification using photographic identification, flight attendants selected for random drug and/or alcohol testing will be given a written notice, in duplicate, stating the location where the flight attendant is to report for the collection process, and advising her/him that refusal or failure to immediately report and to provide the required urine and/or breath specimen will result in termination of the flight attendant's employment.

## B. Post Accident Testing

1. Post accident drug and/or alcohol testing of flight attendants will be required when the Executive Vice President, Operations, the Vice President Inflight, or the Senior Director Safety and Regulatory Compliance determines that an event has occurred which constitutes an aircraft “accident” as defined in applicable federal regulations and the flight attendant’s performance contributed to the accident and/or her/his performance cannot be completely discounted as a contributing factor to the accident.
2. Flight attendants required to submit to post accident testing shall do so as soon as possible after the accident. If unusual circumstances result in a delay of the testing, the flight attendant(s) must remain available for alcohol testing for a period of eight hours (8:00) following the accident. Drug testing may be required up to thirty-two hours (32:00) following the accident. (Normally both drug and alcohol test collection will be required, and will be administered at the same time.)
3. If the flight attendant has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as

soon as possible after necessary medical aid has been rendered.

C. Reasonable Cause Drug Testing

When reasonable cause exists, based on observable and objective criteria, to believe that a flight attendant is using drugs prohibited by applicable federal regulations, the Executive Vice President, Operations, the Vice President Inflight, or the Senior Director Safety and Regulatory Compliance may require that the flight attendant submit to drug testing. Reasonable cause must be established by direct observation of two (2) management officials, one (1) of whom may be a management designee, and one (1) of whom must be trained in detecting the indications of drug use. The two (2) officials must substantiate and concur in the decision to recommend that the flight attendant be tested. Once the determination is made, the testing will be done promptly. Reports and observations must be documented.

D. Reasonable Cause Alcohol Testing

When reasonable cause exists, based on articulable observation of the flight attendant's appearance, behavior, speech, or body odors, to believe that a flight attendant is using alcohol in a way which is prohibited by applicable federal regulations, the Executive Vice President, Operations, the Vice President Inflight, or the Senior Director Safety and Regulatory Compliance may require that the flight attendant submit to alcohol testing. Reasonable cause, based on such articulable observation must be established by

direct observation by a management employee who is trained in detecting the indications of alcohol abuse. Once the determination is made, the testing will be done promptly. The reason for any delay shall be documented.

## **Part 2 – Drug Testing Procedures**

### **A. Specimen Collection**

1. The Company may elect to have collections services performed by a third party agency.
2. Collection and shipment of urine specimens for drug testing shall be in accordance with applicable federal regulations.
3. Urine specimens shall be split.
4. If testing of the first half of the specimen yields a confirmed negative result, the Company shall order that the second half of the specimen be destroyed.

### **B. Drug Testing Laboratories**

Drug tests will be performed only at laboratories certified by the National Institute of Drug Abuse.

### **C. Medical Review Officer**

1. The Company shall designate the medical review officer (MRO). The MRO will be a licensed medical doctor who has knowledge of substance abuse.

2. The MRO shall perform his responsibilities in accordance with applicable federal regulations.

D. Retesting

1. A flight attendant who has been notified that her/his test resulted in a confirmed verified positive finding may request a retest of the split portion of the specimen by the same laboratory which tested the original sample, provided s/he does so within seventy-two hours (72:00) following such notification. At the flight attendant's option and expense, the second test will be done at a different NIDA certified laboratory.
2. If a second specimen (which must also be split) was provided at the time of the original collection, the flight attendant may request that the second sample also be tested. At the flight attendant's option and expense, the second sample will be tested at a different NIDA certified laboratory.
3. To the extent that it is practically feasible and does not conflict with applicable federal regulations, a flight attendant who has been notified of a confirmed verified positive result may elect to have the specimen(s) DNA tested at the flight attendant's expense. DNA testing will only be done at accredited forensic laboratories which have been certified through the American Association of Blood Banks, the American Society of Crime Laboratory Directors or a

laboratory that follows the technical working group for DNA analysis methods. All specimen transfer shall be done in accordance with applicable federal regulations.

4. Should the test of either the split portion of the initial specimen or the second specimen be negative, then the test shall be considered to be negative. Similarly, should the DNA testing establish conclusively that either specimen is not that of the flight attendant, the test shall be deemed to be negative.

#### E. Positive Drug Tests

1. After receiving a confirmed positive, but before verifying that result, the MRO will make all reasonable attempts to contact the flight attendant (including, if necessary requesting that the Vice President, Inflight direct the flight attendant to contact the MRO) to discuss the test result.
2. Following the discussion with the flight attendant and any other appropriate inquiry the MRO will determine whether to verify the test result.
3. In the event that the MRO verifies the confirmed positive result, s/he shall in addition to any other duties, refer the matter to Continental's Employee Assistance Program Director, who shall notify the Vice President Inflight.

### **Part 3 – Alcohol Testing**

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve breath specimens for retesting. A flight attendant who has been informed that s/he has tested positive for alcohol at a concentration of 0.02 or higher may request that a blood alcohol test be administered. Such testing must be administered as soon after the breath test as is reasonably possible.

### **Part 4 – Consequences of a Verified Confirmed Positive Drug Test**

#### **A. Inadvertent Ingestion**

1. Inadvertent and unknowing ingestion of any drug of abuse (or its metabolite) shall not be grounds for discipline.
2. The burden of proving inadvertent and/or unknowing ingestion rests upon the flight attendant.

#### **B. Illicit Drugs**

1. Except as described in paragraph A above, on her/his first such occasion, a flight attendant who has a verified confirmed positive drug test, shall be given the following options:
  - a. Voluntary resignation without eligibility for rehire.

- b. Termination for cause. However, a flight attendant exercising this option may be conditionally reinstated subject to the following terms and conditions:
1. The flight attendant must submit to initial evaluation by Continental's EAP Director or the Director's designee. (Eligibility for conditional reinstatement will not be contingent upon a diagnosis of chemical dependency.)
  2. If one is recommended, the flight attendant must successfully complete the course of rehabilitation recommended by Continental's EAP, including all continuing terms and conditions attached to such course of rehabilitation. The rehabilitation will be directed and facilitated by Continental's EAP, but will be funded entirely by the flight attendant, except that s/he shall not be precluded from using any insurance benefits to which s/he is otherwise entitled.
  3. The flight attendant must execute and deliver to the EAP Director an undated letter of resignation to be used

to terminate the flight attendant's employment should s/he fail to satisfy any of the terms of this Paragraph B or of the rehabilitation directed by EAP.

4. During the remainder of her/his career with Continental, should the flight attendant subsequently fail any drug test the undated letter of resignation will be accepted by the Company, and her/his employment severed.
5. The flight attendant shall commit in writing to remain drug free for the remainder of her/his career at Continental and shall agree in writing to be subject to "no notice" drug testing at the direction of the Company as frequently as the Company may decide for a period of five (5) years from the completion of the formal rehabilitation program. Following the five (5) year period during which the flight attendant shall be subject to no notice testing, s/he shall be obligated only to submit to such further testing as may be required by applicable federal regulations or this Agreement.

6. If the flight attendant fails to comply with the provisions of the conditional reinstatement, termination will result, and her/his right to challenge such termination through the grievance process shall be waived. No grievance of the matter shall be permitted.
7. A flight attendant who is offered conditional reinstatement shall be solely responsible for ensuring that s/he is fully licensed and certified to perform the duties of a commercial flight attendant.
8. If a flight attendant elects to use this option B, but the Company nevertheless declines to conditionally reinstate her/him despite his/her compliance with the terms of this Paragraph, the Company shall reimburse her/him for all out of pocket costs for his/her course of rehabilitation.

## **Part 5 – Consequences of a Positive Alcohol Test**

- A. When a flight attendant's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, s/he shall be retested no sooner than fifteen minutes (:15) from the administration of the initial test. If the second test also indicates an alcohol concentration between 0.02 and 0.039, the flight attendant shall not be permitted to resume flight duties until either eight hours (8:00) have elapsed since the original test, or his breath alcohol test indicates an alcohol concentration of less than 0.02. If the second test indicates an alcohol concentration below 0.02, the test shall be considered negative, and the flight attendant shall be permitted to resume flight duties.
  
- B. A flight attendant whose breath alcohol test indicates an alcohol concentration between 0.02 and 0.039 twice within eighteen (18) months shall thereafter be subject to no notice alcohol testing for a period of twelve (12) months from the time of the second such test.
  
- C. If a flight attendant's breath alcohol test indicates an alcohol concentration of 0.04 or greater, s/he shall be required, as a condition of continuing employment, to undergo evaluation by Continental's EAP Director, or the Director's designee and to complete any rehabilitation recommended by EAP prior to resuming any flight duties. Such rehabilitation shall be funded entirely by the flight attendant, except that s/he shall not be precluded from using any insurance benefits to which s/he is otherwise entitled. In addition, s/he shall be subject to no notice alcohol testing for a

period of five (5) years from the date of her/his completion of the formal rehabilitation program. Thereafter the flight attendant will not be subject to further no notice testing relating to the rehabilitation.

- D. If at any time during the balance of the flight attendant's career s/he has a breath alcohol test indicating an alcohol concentration of 0.04 or greater, s/he shall be forever barred from working as a flight attendant for Continental, or from performing any other safety sensitive duties at Continental.

#### **Part 6 – No Notice Testing**

- A. No notice is drug and/or alcohol testing administered by the Company in aid of rehabilitation as described elsewhere in this Part. Flight attendants will be subject to no notice testing under each of the following circumstances:
  - 1. The flight attendant has submitted to a rehabilitation program requiring no notice testing.
  - 2. A System Board of Adjustment has directed no notice testing.
  - 3. The flight attendant has had a previous verified confirmed positive drug test result, a breath alcohol test indicating an alcohol concentration of 0.04 or greater, or two breath alcohol tests indicating an alcohol concentration between 0.02 and 0.039 within eighteen (18) months.

- B. During the period a flight attendant is subject to no notice testing, the Company may require no notice drug and/or alcohol testing as frequently as it deems necessary or advisable.
- C. No notice testing may be conducted just before, during, or just after any trip sequence.

### **Part 7 – Voluntary Rehabilitation**

A flight attendant who has not had a verified confirmed positive drug test result or a breath alcohol test indicating an alcohol concentration of 0.04 or greater, may enter voluntarily into any FAA approved drug and/or alcohol rehabilitation program, including any such program recommended by Continental's EAP. A flight attendant who has voluntarily entered into a rehabilitation program pursuant to this Part shall be entitled to use any accumulated sick leave to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program and appropriate certification by the FAA, the flight attendant shall assume the bid position to which s/he is otherwise entitled by the terms of this Agreement.

### **Part 8 – Refusal or Failure to Cooperate**

A flight attendant who refuses or fails to cooperate in any drug or alcohol test as mandated by applicable federal regulations or by this Agreement, or in any rehabilitation related testing by refusing to provide a breath or urine specimen, or a breath or urine specimen of sufficient quantity will be withheld from service without pay pending investigation. If the investigation fails to find a valid medical reason for the flight attendant's failure to

cooperate, or in the case of an insufficient specimen if a medical evaluation determines that there was no genuine inability to provide the required specimen, s/he shall be terminated.

## **Part 9 – General**

- A. Consistent with applicable federal regulations and Part 1, Paragraph A.3, above, a flight attendant will be permitted to notify the Union regarding any matter concerning this Section as soon as possible.
- B. A flight attendant who is subjected to random drug and/or alcohol testing shall be paid as provided in Section 4.W. (Note: alcohol and drug testing are sometimes conducted together. A flight attendant who is required to provide both a breath and a urine specimen on the same occasion shall receive only one payment for such an occurrence, not two.)
- C. Except for no notice testing, drug testing shall be limited to those drugs (and their metabolites) listed in applicable federal regulations.
- D. In the event that the flight attendant requests, or applicable federal regulations require that, a blood test be accomplished, the drawing of the blood shall only be done by a trained, qualified, medical professional, and only in a clinical setting.

- E. It is the parties' intent that this Section be and remain in full compliance with all applicable federal laws and regulations. In the event that any portion of this Section is found not to be in compliance with such laws and regulations, or if later amendments to existing laws and regulations or new laws and regulations are adopted which are not consistent with the provisions of this Section, the parties will meet and confer regarding changes necessary to bring the Section into compliance.

## Section 12 - Filling of Vacancies

### A. Awarding of Vacancies

1. Seniority will be honored in filling vacancies. Vacancies will be awarded to the senior qualified eligible bidders in the following order:
  - a. For those additional positions required to fully staff the system when the Company determines that there are more system flight attendant positions available than currently active flight attendants:
    1. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
    2. Furloughed flight attendants and flight attendants on Company offered leave of absence (who have expressed a desire to return to work) and who have retained priority recall rights to the base in which a vacancy occurs,
    3. Furloughed flight attendants (except those who were voluntarily furloughed and

who have not yet notified the Company of their desire to return) and flight attendants on Company offered leave of absence who have expressed a desire to return to work who are without priority recall rights, and flight attendants with a transfer requests on file who are not ineligible to transfer under Section 12.B.5 below,

4. Newly hired flight attendants if any,
  5. The most junior flight attendant in bases where an over complement exists.
- b . When the additional positions have been staffed, or when the Company determines that there are sufficient currently active flight attendants to staff the available system flight attendant positions:
1. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
  2. Flight attendants with transfer requests on file who are not ineligible to transfer under Section 12.B.5 below,

3. The most junior flight attendant in bases where an over complement exists.
2. A probationary flight attendant may transfer only once during her/his probationary period unless furloughed, displaced or her/his base closes.
3. A flight attendant who reaches a termination warning level of discipline will not be eligible for voluntary transfer for six (6) months from the date the discipline is imposed. If the Company announces a displacement may occur in a flight attendant's base, s/he will become eligible to transfer for that month as specified in Section 12.A.1 above, provided s/he has been in the base for a minimum of six (6) months.

**B. Base Transfers**

1. A flight attendant, whether active or inactive, who wants to transfer to a different base must file a bid. The bid form is provided by the Company.
2. Transfers of specially qualified flight attendants may be restricted by the rules governing each special qualification program, including the requirement for a minimum initial commitment.
3. The deadline for requesting or withdrawing

a transfer will be 1000 hours local time on the fifth of the month. Transfers will be awarded as soon as possible, but no later than the fifteenth of the month.

4. Transfer requests remain on file until granted, replaced or withdrawn, rescinded by the Company, or until July 1st, whichever comes first. (All requests will automatically expire on July 1st each year. Flight attendants who continue to desire to transfer after July 1st must therefore resubmit such requests.) Transfer requests for positions which require a foreign language qualification will not be accepted until the foreign language qualification is obtained.
5. When a flight attendant is awarded a transfer to a different base, s/he will not be eligible to transfer again to another base for six (6) months from the date of the transfer, unless all eligible transfers have been awarded and vacancies still exist. If a new base is opened or the flight attendant's base closes, s/he will be eligible to transfer according to Section 12.A.1, above.
6. Specially qualified flight attendants transfer as flight attendants. Flight attendants filling language speaker positions will not be eligible to transfer from the foreign language speaker program for twelve (12) months from the date they enter the position.

7. For information regarding ISM vacancies, see Section 4.F.
8. A transfer request shall be submitted via electronic means as provided by the Company.
9. Flight attendants should print their request confirmation and retain their copy. Disputes regarding transfers will require the flight attendant's printed copy of the confirmation.
10. Hardship transfers may be awarded by mutual agreement between the Vice President Inflight or her/his designee and the President - Directing General Chairman of the Union or her/his designee.
11. A flight attendant awarded or assigned a transfer must accept the award or assignment.
12. Whether vacancies exist or not, the Company will grant transfer requests each month, to the extent possible, in seniority order to allow eligible flight attendants to change bases. The transfer request will be awarded provided that seniority is not violated or vacancies created.
13. A flight attendant transferring voluntarily shall have a period of at least four (4) consecutive days free from duty in the current or upcoming bid period for travel/relocation time. A flight attendant who voluntarily transfers and does not have at

least four (4) consecutive days free from duty in the current or upcoming bid period, or who requires additional travel/relocation time, may contact Scheduling to assist in adjusting the line of time if s/he has exhausted all other available options to accommodate her/his relocation. If Scheduling is unable to provide the necessary consecutive days free from duty at the time of the relocation, additional time may be granted in accordance with the procedure described in Section 14.B.2. The adjustment will be on a non-paid basis and must be arranged within thirty (30) days of the effective date of the transfer.

C. Opening of a New Base

The Company will post a notice of a newly established base at all existing bases as far in advance as possible, but not less than thirty (30) days in advance of the new base opening. The notice will state the anticipated number of vacancies. It will remain posted in the bulletin books until the initial vacancies for the new base are filled. All flight attendants, including those who are specially qualified, will be entitled to bid the vacancies. They will be awarded in system seniority order. A flight attendant awarded a transfer to a newly established base will be notified at least fifteen (15) days in advance of the effective date of the new assignment.

D. Temporary Vacancies

1. When temporary vacancies exist, notice will

be posted as far in advance as possible. Flight attendants and or specially qualified flight attendants in a base that has an over complement may bid for the temporary vacancies. They will be awarded in system seniority order. If no or insufficient bids are received from the base(s) that is over complement, the most junior flight attendants and/or specially qualified flight attendants from the base will be assigned to fill the remaining temporary vacancy(s). If there are no bases over complement, the Company will post the temporary vacancies in all bases. They will be awarded in system seniority order and/or considering special qualifications, if applicable. If no or insufficient bids are received, the most junior flight attendants and/or specially qualified flight attendants on the system will be assigned to fill the remaining temporary vacancy(s)

2. If there is insufficient time to utilize the procedures in Section 12.D.1 above, the vacancies will first be offered in seniority order to those flight attendants who have permanent transfers on file to that base, and then filled by assignment of the most junior flight attendants and/or specially qualified flight attendants from the base(s) which has an over complement of flight attendants. If no base is over complement, the most junior flight attendants and/or specially qualified flight attendants on the system may be assigned to fill the vacancy(s). If these procedures are utilized,

the Union will be notified as soon as practicable.

3. A notice or order regarding temporary assignment(s) will show the length of such assignment if known, the temporary base, and anticipated number of vacancies to be filled, and will state that flight attendants assigned to temporary vacancies outside their geographic domiciles will be provided fee-waived positive space (PS5B) passes, single occupancy accommodations as provided in Section 7.A as needed, and per diem as provided in Section 7.D from the time the temporary assignment begins to its conclusion, except that per diem shall not be due for blocks of days off of three (3) or more.
  4. At the conclusion of any temporary assignment, a flight attendant will be allowed to resume her/his position at her/his base.
- E. A flight attendant awarded a transfer to fill a permanent vacancy may bid for a bid line in her/his new base. This also applies to a flight attendant assigned to fill a temporary vacancy, provided the assignment is made before the close of bids in the base to which s/he is temporarily assigned and the assignment is for the entire month.

## **Section 13 - System Furloughs, Base Reductions, and Base Closures**

- A. The Company's goal is to maintain its flight attendant group intact. However, if it is necessary to reduce the number of flight attendants ("System Furlough") or to adjust staffing levels in the bases ("Base Reduction"), the Company will first offer leaves of absence to the potentially affected flight attendant groups.
  
- B. If a System Furlough and/or Base Reduction is necessary, the following will apply:
  - 1. Seniority will be used in selecting flight attendants to be furloughed. The most junior flight attendant on the system will be involuntarily furloughed first. An involuntary furlough occurs when a flight attendant's seniority is insufficient to allow her/him to hold any position on the system.
  
  - 2. Seniority will be used in selecting flight attendants to be displaced from their base. The most junior flight attendant in the base will be displaced first.
  
  - 3. Inactive flight attendants are subject to furlough or displacement.
  
- C. In the month before a System Furlough, Base Reduction, or a Base Closure the Company will post a written notice stating:

1. The approximate number of flight attendants to be furloughed or reduced;
  2. The name and seniority of each flight attendant in the base who may be subject to furlough or displacement;
  3. Location of anticipated system permanent vacancies;
  4. Location of the most junior flight attendants on the system in the case of a furlough or Base Closure.
- D. The notice will be posted in the Briefing Books no later than thirty (30) days before the first day a flight attendant will be subject to furlough or displacement.
- E. Flight attendants who may be subject to a furlough, displacement, or base closure will be given written notice not later than twenty-five (25) days before the date they may be furloughed or displaced, stating:
1. That a Base Reduction and/or System Furlough and/or Base Closure may occur, and that no later than twenty (20) days prior to the date s/he may be furloughed or displaced s/he must submit his/her preference for the following options. His/her preference should be indicated in order of preference. Preference will be awarded in order of seniority until the option is no longer available, subject to the limitations provided in Section 13.B:

- a. Fill a permanent vacancy on the system to which her/his seniority entitles her/him and for which s/he is qualified; or
- b. Displace the most junior flight attendant on the System; or

Note: If options “a” and/or “b” are available, but waived, the flight attendant will not be entitled to exercise these options again.

- c. Be placed on voluntary furlough in her/his base; or

Note: If this option is awarded, the flight attendant must state whether or not s/he wishes to temporarily return in a month(s) in which job shares and/or personal leaves are granted. A furloughed flight attendant electing active duty for such month(s) must return on the first day of the month(s), unless authorized not to return. S/he must return to furlough status during any month(s) when her/his services are not required, until recalled to a permanent vacancy. A furloughed flight attendant may not bump an active flight attendant from the payroll.

- d. In the event of a base closure, take a one (1) year Company offered leave

of absence. A flight attendant will be removed from the System Seniority List and considered resigned if a vacancy is available, and s/he fails to return from her/his leave of absence after one (1) year, unless the leave is extended in writing by the Company. Flight attendants accepting the one (1) year leaves, and those in the base where the one (1) year leave is offered who are on contiguous Company offered leaves, will retain and continue to accrue seniority and longevity.

2. The location of anticipated system permanent vacancies.

F. Moving/Relocation

1. If a flight attendant is being required to change bases to a different geographic domicile as a result of a System Furlough, Base Reduction, or Base Closure s/he is entitled to payment of \$500 relocation pay. In the event of a Base Closure, a flight attendant who chooses to displace the most junior flight attendant on the system rather than fill an existing vacancy, will waive the \$500 relocation pay.
2. Alternatively, upon presentation of receipts for such expenses, a flight attendant will be eligible for reimbursement of actual moving expenses if s/he is being required to change bases to a different geographic domicile as a

result of a System Furlough, Base Reduction, or Base Closure, and if s/he moves within one (1) year of the effective date of the transfer to a location within a radius of one hundred and fifty (150) miles of her/his newly awarded domicile. Moving expenses, including the packing, transport, and unpacking of household goods, mileage at \$0.22 per mile for each vehicle driven (maximum of 2 vehicles), unrefunded security deposits, charges for the breaking of leases, short term storage of household goods, and hotel and meal expenses for the flight attendant and her/his immediate family while enroute will be paid to a total maximum of \$10,000 (ten thousand dollars). In the event of a Base Closure, a flight attendant who chooses to displace the most junior flight attendant on the system rather than fill an existing vacancy, will waive the reimbursement of actual moving expenses.

3. A flight attendant who is moving and who is eligible for reimbursement pursuant to paragraph F.2 above will be given one (1) day of travel for each four hundred (400) miles or fraction thereof (of at least one hundred (100) miles) from her/his current residence to her/his new domicile using the most direct AAA routing, to a maximum of seven (7) days. Additional time may be granted in accordance with the procedure described in Section 12.B.13. The flight attendant shall designate the moving days prior to the open window in the month of the move.

4. The mileage and cost obligations under this section will be the actual mileage and cost incurred in the move, but in no case greater than the mileage and cost of moving from the current residence to the newly awarded domicile. These days must be taken as a block, and flights or duty days falling within the block will be paid to a maximum of four (4) days.
5. A flight attendant who is required to change bases to a different geographic domicile will be entitled to fee waived, positive space (PS5B) passes from her/his residence to her/his new base for three (3) months from the effective date of her/his transfer, and to fee-waived space available passes for a further three (3) months. This paragraph will not apply to a flight attendant who is either furloughed or takes the one (1) year leave option.

#### G. Furlough

1. When a flight attendant is involuntarily furloughed, s/he will remain on furlough status from her/his base until a permanent vacancy occurs at her/his base or at another base to which her/his seniority entitles her/him. If such a vacancy occurs, the flight attendant will be recalled from furlough, unless s/he has been removed from the System Seniority List. If more than one (1) flight attendant is on furlough from a base and insufficient permanent vacancies

occur to accommodate all such flight attendants, such flight attendants may elect in seniority order who will remain displaced or on furlough and who will fill the vacancy(s) that occurs.

- 2 . When a flight attendant is awarded a voluntary furlough, s/he will remain on furlough status until s/he is recalled to the base from which s/he was furloughed, or until the Company receives notification of her/his election to fill any permanent vacancy on the system to which her/his seniority entitles her/him, and s/he is subsequently awarded such a vacancy. The flight attendant's notification must be in writing and shall be sent by certified mail to Corporate Inflight Administration in Houston. A flight attendant who has submitted her/his notification of election to return to any permanent vacancy on the system must fill the next available permanent vacancy in accordance with seniority or s/he will be removed from the System Seniority List and will be administratively terminated, unless s/he has withdrawn her/his election to return no later than 1000 Central time, on the fifth day of the month in which the vacancy is to be awarded. At the expiration of five (5) years from the date of the voluntary furlough a flight attendant who has not submitted her/his notification of election to return to any permanent vacancy on the system will be removed from the System Seniority List and will be administratively terminated.

3. Except as otherwise provided herein, a flight attendant who has not been recalled within five (5) years of the date of her/his furlough will be removed from the System Seniority List and will be administratively terminated.
- H. When a flight attendant is furloughed s/he shall be paid for vacation days accrued in the prior year and not taken in the current year. Such vacation shall be paid at the flight attendant's current rate of pay at the time of payment. Unless s/he returns from furlough in the same calendar year in which s/he was furloughed, when a flight attendant returns from furlough s/he may elect either to be paid for the vacation days s/he accrued in the year in which s/he was furloughed, or to take an available vacation period in the calendar year in which s/he returns.
- I.
1. Furloughed flight attendants and displaced flight attendants, including flight attendants displaced due to a Base Closure, will have priority recall rights to the base from which they have been furloughed or displaced for two (2) years, regardless of subsequent transfer(s). Unless such flight attendants notify the Company of their desire to waive recall to their prior base by the deadline set forth in Section 12.B.3, they will be required to return to their former base when recalled.
  2. Seniority will be honored in filling vacancies. Vacancies will be awarded to the senior qualified eligible bidders in the following order:

- a. For those additional positions required to fully staff the system when the Company determines that there are more system flight attendant positions available than currently active flight attendants:
1. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
  2. Furloughed flight attendants and flight attendants on Company offered leave of absence (who have expressed a desire to return to work) and who have retained priority recall rights to the base in which a vacancy occurs,
  3. Furloughed flight attendants (except those who were voluntarily furloughed and who have not yet notified the Company of their desire to return) and flight attendants on Company offered leave of absence who have expressed a desire to return to work who are without priority recall rights, and flight attendants with a transfer requests on file who are not ineligible to transfer under Section 12.B.5.

4. Newly hired flight attendants if any,
  5. The most junior flight attendant in bases where an over complement exists.
- b. When the additional positions have been staffed, or when the Company determines that there are sufficient currently active flight attendants to staff the available system flight attendant positions:
1. Displaced flight attendants who have retained priority recall rights to the base in which a vacancy occurs,
  2. Flight attendants with transfer requests on file who are not ineligible to transfer under Section 12.B.5,
  3. The most junior flight attendant in bases where an over complement exists.
- J. To maintain eligibility for recall, furloughed flight attendants must keep a current address and telephone number on file with the Company. Notices of recall sent to the flight attendant's current address on file by certified mail will be deemed proper notice.

- K. A flight attendant will be removed from the System Seniority List and considered resigned if s/he fails to accept recall from system furlough within fourteen (14) days of notification of recall.
- L. Notwithstanding the provisions of Section 12.B.5, a flight attendant who has been displaced or furloughed and who has accepted a position in a new base will not be required to remain in her/his new base for six (6) months.
- M. When it is determined that a base reduction or furlough is necessary, the Company will notify the Union before it notifies the affected flight attendants.
- N. Furlough Pay
  - 1. If a flight attendant is furloughed by Continental, s/he shall be entitled to a furlough allowance in the following amount, to be paid in monthly installments beginning with the first day of the calendar month following furlough, with each installment equal to at least a month of pay unless a half (½) month is all that remains:

## Completed Years of Service

## Furlough Pay

One (1) full year of service  
Two (2) full years of service  
Three (3) full years of service  
Four (4) full years of service  
Five (5) full years of service  
Six (6) full years of service  
Seven (7) full years of service  
Eight (8) full years of service  
Nine (9) full years of service  
Ten (10)+ full years of service

One-half ( $\frac{1}{2}$ ) month  
One (1) month  
One and one-half ( $1\frac{1}{2}$ ) months  
Two (2) months  
Two and one-half ( $2\frac{1}{2}$ ) months  
Three (3) months  
Three and one-half ( $3\frac{1}{2}$ ) months  
Four (4) months  
Four and one-half ( $4\frac{1}{2}$ ) months  
Five (5) months

A “month of pay” for purposes of this paragraph shall be the average monthly pay for the particular furloughed flight attendant for the twelve (12) months just prior to the date of her/his furlough. “One-half months pay” shall be a “month of pay” divided by two. Flight attendants subject to the provisions of this paragraph shall be granted six (6) months of on-line passes at normal boarding priority and subject to normal rules and regulations.

2. If a furloughed flight attendant accepts employment at Continental or any of its subsidiaries, s/he shall not be entitled to the provisions of paragraph N.1 above.

## Section 14 - Leaves of Absence

### A. General Rules

1. A flight attendant who wants a leave of absence or an extension of a leave of absence must submit a written request to her/his supervisor. The Company's response will be in writing. A flight attendant may request to return early. An early return is at the Company's discretion.
2. A flight attendant returning from an authorized leave of absence will be allowed to return to her/his pre-leave status and base if her/his seniority so permits. If s/he is returning on the first of a month, s/he may file a bid in the prior month as long as bids are open for her/his flying in the month of return. If s/he is unable to bid or fails to bid before returning to duty, s/he will be awarded the first numerically unawarded line in seniority order.
3. While on a leave of absence, a flight attendant who wishes to do so may attend any available training sessions to retain or regain her/his qualifications if her/his physical condition permits. The Company will provide passes, hotel accommodations and meal expenses pursuant to the applicable provisions of Sections 6 and 7, to flight attendants attending training away from their base while on leave of absence.

A flight attendant who has not remained qualified during her/his leave will be held out of service until requalified. S/he will not be paid until s/he resumes active service.

4. Any flight attendant who engages in outside employment while on a leave of absence will be subject to discharge unless s/he has received prior written permission. This does not apply to a Company offered leave.
5. Unless specifically stated to the contrary, all leaves of absence will be without pay.
6. If it becomes necessary to cancel a leave or leaves due to operational requirements, the Company will first attempt to meet its need through voluntary leave cancellations at the affected base. The Union will be notified. If an insufficient number of flight attendants volunteer to cancel their leaves, the Company may cancel the required number of leaves at that base in reverse order of seniority.
7. A flight attendant returning from a leave of absence will notify the Company as soon as possible of her/his desired effective date of return to work. Such notification shall not be less than fifteen (15) days prior to the desired date of return. The Company will schedule the flight attendant for any required drug or alcohol screening (required for all leaves of ninety (90) days or more) and any necessary training. The Company will place the flight attendant into the

training class next scheduled in her/his base following its receipt of the notification of the desire to return to work, but in no event will such training be scheduled to commence more than fifteen (15) days after the desired effective date of return. The returning flight attendant is responsible for learning the time and place of both the drug/alcohol screening and any training necessary to regain her/his qualifications. Subject to successful completion of the drug/alcohol screen, the flight attendant will be returned to the payroll on the date training commences, or if no training is required on the desired effective date of return stated in the flight attendant's notice.

8. Full month leave and jobshare requests will be combined and then awarded in seniority order. Subject to the needs of the service, jobshares and/or full month leaves will be granted prior to offering half (1/2) month leaves.
9. The provisions of this Agreement, including but not limited to the provisions of this Section, are not intended in any way to be in derogation or diminution of the rights provided in the Family and Medical Leave Act, 29 U.S.C. §2601 et seq. To the extent these contractual benefits may be determined to be in conflict with rights or privileges granted by the Family and Medical Leave Act, the Act shall be controlling, and its terms shall be applied as if they were the terms of this Agreement.

- a. Flight attendants who are using FMLA leave to recover from a serious health condition or to care for a family member who has such a condition may take the leave on an intermittent basis if the treating medical care provider deems it necessary.
- b. For the purpose of tracking intermittent FMLA leave usage, flight attendants shall be entitled to two hundred and fifty hours (250:00) (three (3) months at eighty-three and one-third hours (83:20) per month) of FMLA leave in any twelve (12) month period. Flight attendants will be charged the actual time missed or four hours and nine minutes (4:09) (eighty-three and one-third hours (83:20) per month divided by twenty (20) days per month) for each day or portion of a day missed for FMLA leave purposes, whichever is less.

**B. Company Offered and Personal Leaves of Absence**

1. Flight attendants may be granted Company-offered leaves of absence without pay on a seniority basis.
2. With the written authorization of the Base Director, flight attendants may be granted employee requested personal leaves of absence without pay at the Company's

discretion based on the requirements of the service and the reason(s) for the request.

3. While on a Company-offered leave of absence, a flight attendant will accrue seniority for all purposes for the first ninety (90) days, irrespective of bid/calendar months. S/he will then accrue seniority for bidding and pass longevity purposes only.
4. While on an employee requested personal leave of absence, a flight attendant will accrue seniority for all purposes for the first ninety (90) days, irrespective of bid/calendar months. S/he will then accrue seniority for bidding and pass longevity purposes only.
5. A flight attendant whose last trip of the month extends into the month her/his leave begins may be required to complete the trip if there is insufficient reserve coverage during the first three (3) days of the month.
  - a. If all open trips for the first three (3) days of the new bid month can be covered with Reserves (allowing coverage for unforeseen circumstances), flight attendants with carry-in trips will be released by the first day of the new bid month.
  - b. Flight attendant releases will be made in seniority order.

- c. A list(s) showing both flight attendants who will be required to complete their trips, and those who do not need to do so, will be posted in the appropriate base.
6. One (1) or more leaves may be withdrawn by the Company within ninety-six hours (96:00) after posting if awarded due to administrative error. In such case, the Company will notify the flight attendants affected by the change. All leave disputes must be brought to the Company's attention within ninety-six hours (96:00) after posting of leave results.
7. If the Company grants additional Company offered leaves, it will first grant leaves from the list of flight attendants whose requests were filed by the deadline. Any remaining leaves will be granted on a first come, first served basis.

C. Medical Leaves of Absence

1. Leaves of absence required due to illness or non-occupational injury will be granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed the lesser of: (1) the period of disability, or (2) six (6) years, or (3) the flight attendant's total length of active service. While on this type of leave, the flight attendant accrues seniority for all purposes. At the end of the maximum period, the flight attendant will be

administratively terminated and removed from the System Seniority List.

2. Leaves of absence required due to occupational injury will be granted upon written verification from a qualified medical doctor. Any such leave may not exceed the lesser of: (1) the period of disability, or (2) six (6) years, or (3) the flight attendant's total length of active service. While on this type of leave the flight attendant accrues seniority for all purposes. At the end of the maximum period, the flight attendant will be administratively terminated and removed from the System Seniority List.
3. Maternity and other pregnancy related conditions will be treated like any other disability. A flight attendant may continue to fly through the end of the 27th week of her pregnancy provided she is fit to perform her duties.
  - a. She will then be placed on a maternity leave of absence. At the time of the birth of the baby the flight attendant may, at her option, elect on a one time basis to extend the maternity leave up to twelve (12) months following her pregnancy.
  - b. A flight attendant on leave for maternity will continue to accrue seniority for all purposes until the later of either the end of the eighth (8th) week following the birth of her

child or the first ninety (90) consecutive days of her leave.

- c. A flight attendant on a maternity leave of absence will be eligible for sick leave benefits until eight (8) weeks following the date of delivery with verification from her doctor that she is unable to fly.
4. A flight attendant who wants to return to duty will provide a statement from her/his personal physician. The statement will verify that s/he is physically fit to perform her/his duties.
5. These provisions are subject to the Company's right to require a medical examination under Section 10.

D. Parental Leave of Absence

Any non-probationary flight attendant who has not been granted maternity leave in conjunction with a birth may request an unpaid parental leave within twelve (12) months after the birth or adoption of her/his child. A request for parental leave must be submitted in writing and include the requested dates. The leave request may not exceed ninety (90) days. The Company will not deny the parental leave, however the granting of any extensions beyond the initial ninety (90) days shall be entirely at the Company's discretion. Seniority for all purposes will accrue for the first ninety (90) days, irrespective of bid/calendar months. Thereafter, seniority will accrue for bidding and pass longevity purposes only.

E. Military Leave of Absence

Leaves of absence, including duration and reemployment rights, for flight attendants who enter into the military service of the United States, including reserve duty, will be governed by applicable statute(s). Flight attendants on military leaves will retain and accrue seniority for all purposes.

F. Educational Leave of Absence

1. A flight attendant may be granted an educational leave of absence for a period equal to the enrollment (i.e., a semester, a quarter, or a trimester), which may not exceed two-hundred and seventy (270) days, with the written authorization of the Base Director. At the end of the leave, s/he may apply for additional educational leave.
2. A flight attendant on educational leave will continue to accrue seniority for all purposes for the first ninety (90) days. Thereafter, s/he will accrue seniority for bidding and pass longevity purposes only.
3. The flight attendant is responsible for submitting verification that the leave is for educational purposes.

G. Funeral Leave of Absence

1. A flight attendant will be given up to four (4) consecutive days (inclusive of days free of duty) with pay for trips missed/duty days to

attend the funeral or memorial service for a member of her/his immediate family. A flight attendant may elect to extend this four (4) day period by adding unused vacation remaining in the current year. Vacation may be used only in blocks of seven (7) days, or in a smaller block if the flight attendant has no seven (7) day blocks remaining, to a maximum of fourteen (14) additional days. If a flight attendant has no remaining vacation or requires additional time, additional extensions may be granted without pay at the request of the flight attendant at the discretion of the Company.

2. A flight attendant's immediate family means her/his:

mother, father, stepmother, stepfather, grandmother, grandfather, grand-children, mother-in-law, father-in-law, spouse, children, domestic partner, dependent (including step-children) living in her/his home, legal dependant, legal guardian (in lieu of parent), sister, and brother.

3. The Company will provide positive space on-line passes for travel to attend the funeral/memorial service and to return from down-line locations. The Company will also assist in other travel arrangements as needed.

#### H. Emergency Leave of Absence

1. Flight attendants may request emergency leave without pay by submitting written

requests to their supervisors. Flight attendants on emergency leave will accrue seniority for all purposes for the first ninety (90) days, irrespective of bid/calendar months. Thereafter, seniority will accrue for bidding and pass longevity purposes only.

2. The Company will make every reasonable effort to grant leave requests in the case of a critical illness, death, or injury of a member of the flight attendant's immediate family (as defined in Section 14.G.2).
3. A flight attendant on emergency leave may elect to receive vacation payoff in lieu of taking vacation block(s) remaining in the year. Vacation payoffs will occur only in block(s) of seven (7) days or in a smaller block if the flight attendant has no seven (7) day blocks remaining.

I. Jury Duty Leave of Absence

1. A flight attendant will be excused from regular duties on days when s/he is required to be present for jury duty or is subpoenaed to testify in an administrative or judicial proceeding. A flight attendant who receives a summons for jury duty or a subpoena to testify shall inform her/his immediate supervisor no later than forty-eight hours (48:00) after receiving such notice.
2. A lineholder flight attendant will receive flight pay loss for flight time dropped due to the requirement to be present to testify at

the Company's request, or to be present for jury duty. A lineholder flight attendant who is called for jury duty will receive flight pay loss for flight time dropped due to the requirement to be present for jury duty. A reserve flight attendant will receive no loss of guarantee, and two hours (2:00) actual flight credit for each duty day required to testify for the Company or assigned to jury duty.

3. In order to receive flight pay loss for flight time dropped due to the requirement to be present to testify at the Company's request, or to be present for jury duty, a flight attendant may be subject to reassignment in accordance with Section 5.K on days dropped other than the day(s) when s/he is testifying or appearing for jury duty. A flight attendant will not be reassigned to trips in a different geographic domicile without her/his consent.
4. If a flight attendant has five (5) or more consecutive days of jury duty/obligation to testify for the Company, or a combination of five (5) or more consecutive days of such duty and flight duty s/he shall receive a period of two (2) calendar days free from duty with no loss of pay for trips or reserve days missed. That is, s/he shall not be subject to reassignment on those two (2) days free from all duty.
5. A flight attendant who adjusts her/his schedule after receiving a notice of jury

duty or obligation to testify will only be entitled to receive flight pay loss (including pay for scheduled reserve days) for the originally scheduled trips/reserve days on which s/he is required to testify for the Company or is assigned to jury duty.

6. A reasonable amount of time for the flight attendant to return to her/his home and to report to her/his domicile at the conclusion of such service shall be allowed. When deemed operationally necessary by the Company, a flight attendant will cooperate fully in seeking to obtain an excuse, deferral, or rescheduling of the jury duty or obligation to testify.
7. A flight attendant may be required to provide adequate proof of jury or witness service.
8. Flight attendants on leave of absence pursuant to this Section will retain and accrue seniority for all purposes.

J. Union Leave of Absence

1. Flight attendants accepting official positions with the Union will be granted an unpaid Union leave of absence for a period that is equal to the term of office to which s/he was elected or appointed.
2. Flight attendants on union leave shall retain and accrue seniority for all purposes. Such flight attendants shall receive benefits under the Continental Regular Benefit

Program on the same basis as provided for active employees. Upon return from Union leave flight attendants will be credited with the maximum vacation, sick leave and occupational illness or injury allowances provided by this Agreement in effect for employees of like seniority.

3. The Union may request that a flight attendant be removed from service on a trip by trip basis to conduct Union business. Subject to operational requirements, the Company will grant the drop and release the flight attendant without pay.
4. Upon the effective date of this Agreement employees who are on a Union leave of absence will receive the same personal pass privileges provided to active flight attendants.
5. For the purpose of administering this Agreement, the Executive Board of Local Lodge 2339 will receive Company business passes on a PS5B classification (fee waived). The Union and the Company may agree to provide such passes to additional designated flight attendants.
6. Up to twenty (20) officials designated by the President and Directing General Chairman of District Lodge 142 shall receive passes over the Company system during their term of office for use in connection with their work. Such passes shall be Company business passes at PS4B level (fee waived).

## Section 15 - Uniforms

- A. The Company will determine the standard uniform(s), which shall include an overcoat and luggage. All flight attendants will be required to have at least two (2) complete uniforms. Flight attendants will wear uniforms as prescribed in Company regulations at all times while on duty except that a flight attendant will not be required to deadhead or ferry in uniform. Company regulations respecting uniforms apply at all times when a flight attendant is in uniform, including time off.
- B. Each new flight attendant is responsible for purchasing two (2) complete standard uniforms and other required items, which may be paid for by check or payroll deduction, at the flight attendant's option.
- C. All Company issued insignia and uniform items provided by the Company will be on a loan basis. Flight attendants will not be required to turn in their uniform items when going on a leave of absence or when a changeover to a new uniform occurs. Upon resignation or termination, the flight attendant will be required to return her/his current uniform items and will remain obligated to the Company for any purchases made by payroll deduction. They must be in the same condition as when last worn on flight duty or the cost to the Company of all such items will be deducted from the flight attendant's last paycheck. A flight attendant will not be required to return any items which s/he has purchased.

- D. Flight attendants will keep their uniforms clean and in good repair. The Company has the right to determine when uniform items need replacing.
- E. Flight attendants will be provided an annual allowance based on active service, mutually agreed upon by the Company and the Union, for the replacement of uniform items due to normal wear and tear, and for the acquisition of uniform pieces and accessory items not part of the standard uniform. When new optional items are introduced they shall be offered at a discount of no less than twenty-five percent (25%) for the first ninety (90) days that they are available to be ordered. A maximum of fifty percent (50%) of a flight attendant's annual allowance granted in any year may be carried over for use in the following year.
- F. Flight attendants will be provided, at Company expense, replacement uniform items lost due to damage or theft while at work. They will also be provided the new standard uniform and/or new required items if the style changes. Shipping of uniform items shall not be at flight attendant expense, unless such expense results from flight attendant error.
- G. The Company shall bear the cost for alterations to the sleeves and/or hems of new uniform pieces when such alterations are made by an approved vendor.
- H. A flight attendant may wear her/his Union pin on her/his uniform. The Company will designate where the pin will be worn.

- I. A maternity uniform will be issued on a loan basis to flight attendants flying while pregnant. The flight attendant will retain her regular uniform.
- J. Flight attendants may purchase additional uniform items if they so desire.

## UNIFORM ALLOWANCE PROGRAM POINTS

### Female Items:

### Male Items:

<u>Description</u>	<u>Points</u>	<u>Description</u>	<u>Points</u>
** Maternity Outfit - tunic top/ pant	30	Blazer, D.B. 1 stripe	30
Dress - Coadress 1 stripe	28	Blazer, D.B. 2 stripe (ISM only)	30
Dress - Coadress 2 stripe (ISM only)	28	Trousers	13
Blazer, D.B. 1 stripe	26	*Int'l serving jacket 1 stripe	10
Blazer, D.B. 2 stripe (ISM only)	26	*Intl serving jacket 2 stripe (ISM only)	10
Shirt Jacket - short sleeve 1 stripe	14	Sweater - Cardigan - long sleeve	8
Shirt jacket - short sleeve 2 stripe (ISM)	14	Sweater - Cardigan – vest	8
Slacks	13	Sweater, v-neck pullover - vest	8
Skirt	13	Sweater, v-neck pullover – long sleeve	8
Walking Shorts	11	Shirt - long sleeve blue stripe	8
*Int'l serving jacket 1 stripe	10	Shirt - short sleeve blue stripe	8
*Intl serving jacket 2 stripe (ISM only)	10	Shirt - long sleeve white	4
Blouse - long sleeve white	4	Shirt - short sleeve white	4
Blouse - short sleeve white	4	Belt - black	3
Blouse - long sleeve blue stripe	8	Shoulder slide - 1 stripe	2
Blouse - short sleeve blue stripe	8	Shoulder slide - 2 stripe (ISM only)	2
Sweater - double breasted crossover - long sleeve	8		
Sweater - double breasted crossover - vest	8		
Sweater - Cardigan - long sleeve	8		
Sweater - Cardigan – vest	8		
Butcher Block Apron	3	Butcher Block Apron	3
Ties - floppy	2	Ties	3
Winter overcoat scarf	2	Winter overcoat scarf	2
Pocket handkerchiefs	1	Pocket handkerchiefs	1

Basic complement of the following items is provided by the Company:

- 1 Any one of the following: All Weather Overcoat, or Wool Overcoat, or Rollerboard every 3 years (3 year eligibility policy)
- 1 Maternity Dress (loaned to the flight attendant from the base)
- 2 Int'l. Serving jackets per year (International based flight attendants only.)

Each flight attendant will receive 75 points per year.

\* / \*\* Additional quantities of these items may be purchased using either points, credit card or money order by flight attendants wishing to have extra items in addition to the basic complement.

## Section 16 - Seniority

### A. Seniority

1. Seniority for bidding purposes begins to accrue when a person is placed on the flight attendant payroll. If more than one flight attendant is placed on the seniority list on the same day, they will be placed in order of their age, from the oldest to the youngest. Seniority for bidding purposes will govern bidding on schedules, charters and reserve duty, vacation selection, filling of vacancies, furloughs, recalls from furlough, transfers, exercise of options, and the granting of personal or educational leaves of absence. Unless adjusted under this Section, bidding seniority will not be changed. It will continue to accrue while her/his name remains on the flight attendant System Seniority List.
2. Seniority for purposes of pay, vacation accrual, and pass eligibility will begin to accrue on the date a person is placed on the flight attendant payroll. A flight attendant who is already a Company employee will be credited with prior service for the purposes of vacation accrual and pass eligibility. Seniority for pay and vacation accrual will accrue during all periods of active service and for periods of inactive service of less than ninety one (91) consecutive days, irrespective of

bid/calendar months. Unless otherwise expressly provided by this Agreement, seniority for pay and vacation accrual will be retained but not accrued during periods of inactive service. Seniority for pass purposes will be retained and accrued for all periods of active service and for all periods of inactive service subsequent to the signing of this Agreement. Active service for purposes of this paragraph will be the time a flight attendant is on the payroll.

3. Seniority dates and accruals in effect on the date of signing of this Agreement will remain, and will not be retroactively affected as a result of any rule changes in this Agreement.

**B. Seniority Protests**

1. Within ten (10) days after January 1st and July 1st, the Company will post up-to-date copies of the revised Flight Attendant System Seniority List in each base. They will contain the names of all flight attendants entitled to seniority. One (1) will be in seniority order, and the other will be in alphabetical order.
2. Flight attendants will have thirty (30) days after the distribution of the list in which to protest any errors in writing. The protest will be limited to errors or changes occurring after the distribution of the prior System Seniority List.

3. Flight attendants who are returning from a leave will have thirty (30) days from the date of return to service in which to protest the list.
4. Should there be an error, the Company will prepare a list of corrections. It will post such list no later than March 11th or September 8th. The Company will provide a copy of the list(s) of corrections to the President - Directing General Chairman of the Union or his designee.
5. Regardless of other provisions of this Agreement to the contrary, when the Company and the Union mutually agree that a seniority list should be changed to comply with the provisions of this Agreement, or when it has been established through the grievance procedure that a list should be changed, such change will be posted currently. It is understood that any resulting adjustment in the list shall not create any liability to the Company or the Union.

C. Period of Probation

1. During the first eight (8) months of active service, the flight attendant will be on probation, and the Company will have the right to dismiss, furlough or discipline any flight attendant on probation.
2. A flight attendant who is unavailable for duty during her/his probationary period for fifteen (15) consecutive days or longer will

have her/his period of probation extended accordingly.

3. Neither the probationary flight attendant nor any representative of such flight attendant, including the Union, will be entitled to challenge the flight attendant's discipline, furlough, or dismissal under the Agreement's Grievance Procedure and System Board of Adjustment.

D. A flight attendant will be removed from the System Seniority List if s/he leaves the Company by retirement, death, resignation, recall rights, or under the circumstances provided for in Section 14 (Leaves of Absence).

E. A flight attendant who transfers to or performs any non-flying duties below the Director level within Inflight related areas (Inflight, Inflight Employee Relations, Inflight Training, Corporate Training, or Inflight Recruiting, or Inflight Scheduling) will retain and continue to accrue seniority for all purposes, and will be subject to Section 16.D. After the effective date of this Agreement, flight attendants transferring to positions below the Director level outside the Inflight areas specified will continue to accrue seniority for all purposes for twelve (12) cumulative months. They will then be removed from the System Seniority List. Flight attendants transferring to Director level or above positions will be removed from the System Seniority List, except those Directors in Inflight who are on the seniority list on the effective date of this agreement. Those flight attendants who are currently on the seniority list outside the Inflight Department will retain but no longer accrue seniority for any purpose.

## Section 17 - Personnel Files

- A. A personnel file will be maintained for each flight attendant in her/his base. Upon request, a flight attendant's file will be made available for inspection by the individual flight attendant. With written permission from the flight attendant, a Union representative may inspect the file at a mutually acceptable time.
  
- B.
  - 1. All letters regarding discipline that are placed in a flight attendant's file will be given to the flight attendant in person or sent by certified mail return receipt requested. It will be sent no later than seven (7) calendar days from the date the discipline was rendered.
  
  - 2. A flight attendant will receive a copy of any other derogatory report or letters that are placed in her/his personnel file. In addition, a copy of the material will be provided to the flight attendant.
    - a. A passenger complaint letter will not be placed in a flight attendant's personnel file unless it can be established that s/he is the flight attendant involved in the letter.
  
    - b. The Company will review passenger complaint letters that are placed in a flight attendant's file with the flight attendant.

- c. The Company will consider any comments or correspondence received from a flight attendant regarding a passenger complaint letter and will attach said comments or correspondence. A copy of the Flight Report which deals with the flight in question will be included if the flight attendant so requests, provided the Flight Report makes reference to the incident and it has been timely filed or has been requested by a flight attendant supervisor.
  
- C. After twelve (12) months of active service, all disciplinary, complimentary, or complaint letters contained in a flight attendant's personnel file will be considered void provided there has not been any other discipline related incident involving the flight attendant during the twelve (12) month period, provided that if a flight attendant has received a termination warning notice her/his disciplinary, complimentary, or complaint letters will not be considered void unless there has not been any other discipline related incident involving the flight attendant for a period of eighteen (18) months following the issuance of the termination warning. If a flight attendant requests that any void letters be removed from her/his file, all void letters will be removed.
  
- D. A flight attendant may attach her/his relevant comments to any observation or evaluation reports placed in her/his file.

- E. The flight attendant's file maintained by the Human Resources Department will be opened for inspection at a mutually acceptable time at the request of the individual flight attendant and/or by her/his Union representative(s) with the written permission of the flight attendant. Further, the flight attendant and/or her/his Union representative(s), with the written permission of the flight attendant, will be given copies of any material in the file.

## Section 18 - Investigations

- A. When the Company conducts an investigation which may lead to disciplinary action, or discharge, the flight attendant shall be entitled to the following:
1. An opportunity to present information relevant to the investigation, and
  2. The presence of a Union representative, if reasonably available. If the Union representative is not available another employee covered by this Agreement will be present if requested by the employee.
  3. Prior to any meeting which could result in disciplinary action or discharge, the Company will provide to the union copies of all documents, reports, statements or other information, including copies of scheduling audio tapes that the Company intends to use as a basis for questioning or disciplining a flight attendant.
- B. A flight attendant may be held out of service with pay by the Company during its investigation of a matter which may lead to discipline or discharge. Flight attendants will not be withheld from service for a period longer than fourteen (14) days.
- C. Before the beginning of an investigatory meeting, the Company will verbally brief the flight attendant concerning the incident it is investigating. If, during

the investigation, the Company becomes aware of other incidents, it will not be prevented from investigating and taking action it considers appropriate regarding the other incidents.

- D. All discipline and discharges, except oral warnings, shall be issued in writing within seven (7) days of notification of discipline and shall set forth the precise charge(s) against the flight attendant. Such notices shall be sent as provided in Section 17.B.1 (Personnel Files). A copy of all written discipline will be sent to the Base Chairperson.
- E. A flight attendant shall not normally be disciplined later than thirty (30) days from the time Inflight management has reasonable first knowledge of the incident giving rise to the discipline. In the event a flight attendant is on leave of absence, furlough or vacation of more than fourteen (14) days during this thirty (30) day period, such thirty (30) day period may be extended by a period equal to the length of the leave of absence, furlough or vacation.
- F. A flight attendant who has passed the probationary period shall not be discharged without a fair meeting, with the presence of his/her Union representative if requested, for the opportunity to present relevant information before a designated Company representative.

## Section 19 - Grievance Procedures

### A. Representation

1. The Union will be represented by properly designated Base Chairpersons at each location on the system. Base Chairpersons will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the Step 1 level.

The Union will advise the Vice President, Inflight, in writing, of the individuals who serve as Base Chairpersons.

The Union will be further represented by the President - Directing General Chairman of the IAM or a designated IAM District 142 representative who will be empowered to handle and settle grievances at all levels of the grievance procedure.

2. The Company will be represented at each location by one (1) or more authorized officials who will be empowered to settle local grievances or disputes, but such settlement may not involve any change in the intent and purpose of the Agreement or Company Policy. The Company will advise the Union, in writing, of the individuals who serve as authorized officials.

The Company will be further represented on a Vice Presidential level for dealing with the IAM President - Directing General Chairperson or her/his designated IAM District 142 representative.

No Company employee directly involved in the matter which gave rise to the grievance will sit as hearing officer at any step.

3. The Union and the Company will, at all times, keep the other party advised, through written notice, of any change in authorized representatives.
4. The President - Directing General Chairman of the IAM and/or her/his designated IAM District 142 representative and a reasonable number of Grand Lodge Representatives of the Union shall be permitted to enter any location on the Company's system where employees under this Agreement are located for the purpose of representing such employees upon prior notification to the Company at that location.
5. All Base Chairpersons will be allowed free access and availability to all work areas within their respective areas of representation in order to conduct their business in a proper, efficient, and expedient manner. Base Chairpersons will be allowed time off for purposes of investigating, presenting and adjusting grievances or to attend meetings provided for in this Agreement.

B. Procedure

1. The procedure for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement shall be as set forth below. Grievances must be filed promptly after the cause giving rise to the grievance is evident, and no grievance will be valid if not filed within thirty (30) days of the date the employee first knew or could reasonably be expected to have known of the grievance. Grievances filed under paragraph E. below which involve wage claims must be filed promptly after the cause giving rise to the grievance is evident, and such wage claims will not be collectible for a period earlier than thirty (30) days prior to the date of the filing of the grievance or the date the grievance arose, whichever is more recent.

Step1: Any employee having a complaint or grievance in connection with the application of this Agreement will discuss the matter with the immediate supervisor. If unable to secure satisfactory adjustment in this manner, the employee may present the grievance to the Base Chairperson. If in the Chairperson's opinion the complaint is justified, the written grievance may be filed on a prescribed form provided by the

Company which shall include the grievant's name(s) specific Section of the contract allegedly violated or in dispute, remedy sought, date discussed with the supervisor and the grievant's signature(s). The written grievance may be appealed to the Base Director who shall schedule a mutually agreeable hearing date in that base within fourteen (14) days. The Base Director or her/his designee(s) will make themselves available to the Union's base grievance representative(s) at least twice each calendar month for the purpose of scheduling such first level hearings. Normally such hearing shall be held within thirty (30) days of the date the appeal was filed. A decision in writing shall be rendered not later than thirty (30) days (ten (10) days for discharge cases) following the hearing.

Step 2: If the decision at Step 1 is not satisfactory, the Base Chairperson may refer the matter to the District General Chairperson, who may appeal the matter to the Vice President, Inflight or one designated representative who must be at least Director level. The appeal must be made in writing within thirty (30) days after the Step 1 decision. The grievance must be presented at a

hearing within thirty (30) days from the date of appeal to Step 2. The hearing will be consolidated with other pending appeals and will be conducted at one (1) location, unless mutually agreed otherwise. A written decision will be rendered by the Company within thirty (30) days (ten (10) days for discharge cases) after adjournment of the hearing.

2. If the Step 2 decision is not satisfactory to the President - Directing General Chairman of the IAM or her/his designee, then the matter may be appealed to the System Board of Adjustment as provided in Section 20. Provided however that any case may be submitted by either party for discussion between the Company's Staff Vice-President, Labor Relations and the President - Directing General Chairman of the IAM prior to being heard by the System Board.
3. Notwithstanding the above, grievances relating to matters general in character which cannot be settled at the local level may be submitted by the Union in writing to and discussed between the designated Company Vice President and the President - Directing General Chairman of the IAM or her/his designee.
  - a. If a mutually satisfactory resolution of the matter is not reached within fourteen (14) days after the grievance is submitted, then the

matter may be referred within seven (7) days to the President of the Company or her/his designated representative.

- b. If a mutually satisfactory resolution of the matter is not reached pursuant to the above steps, then within fourteen (14) days of the Company's decision it may be appealed to the System Board of Adjustment in accordance with Section 20.
4. The Vice President, Inflight and the President - Directing General Chairman of the IAM or their designee(s) will meet twice each year, between March 1 and April 30, and between September 1 and October 30, for the purpose of attempting to settle all outstanding grievances then pending before the System Board. For those cases which are not settled, a means and schedule for final resolution will be set. The settlement conferences shall be conducted at a mutually agreed location.

C. General

1. An employee may be suspended from the service of the Company pending a hearing, which shall be prompt, when the Company judges such action is justified by legitimate business reasons. Such action shall not be deemed a violation of this Section.

2. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearing and meetings required in connection with a grievance. If any necessary employee is based at other than the location where the hearing or meeting is to be held then such employee will be furnished free PS5B travel over Company lines to attend the hearing or meeting.
3. The Company will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.
4. Union representatives and necessary employee witnesses will be released from duty on a non-paid status.
5. In assessing discipline, the Company will consider the gravity of the offense, seniority, and work record of the employee.
6. 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 Section. It is further recognized that the Company or Union representative may request reasonable time limit extensions.
7. The Union's decision to withdraw grievances, not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issues involved. The Company's decision to settle

a grievance shall not prejudice its position on the issues involved.

8. An employee may elect to have legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.
9. Notwithstanding any of the provisions of this Section, probationary flight attendants are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such employees be entitled to challenge discipline or discharges taken against them.
10. Any decision made during the grievance procedure which is not appealed within the time limits provided in the contract shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.
11. When grievances are filed alleging scheduling violation(s) of the Agreement, the Company will provide to the union all scheduling audio tapes, reports, statements, or other material that will either confirm or deny the alleged scheduling violation(s).

## **Section 20 - 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 for the purpose of adjusting and deciding disputes of grievances which may arise under the terms of this Agreement and which are properly submitted to it after exhausting the procedures for settling disputes, as set forth in Section 19.

### **A. Composition and Selection of the Board**

1. The System Board of Adjustment shall consist of one (1) neutral referee selected by the parties to serve a Chairperson, one (1) individual appointed by the Company and one (1) individual appointed by the Union.

Each and every Board member shall be free to discharge their duty in an independent manner, without fear that their individual relations with the Company or with the Union may be affected in any manner by any action taken by them in good faith in their capacity as a Board member. Board members who are employees of the Company shall be granted necessary time off for the performance of their duties as Board members.

2. There shall be a standing panel of a minimum of twelve (12) referees from which the parties shall jointly select on a case by

case basis the Chairperson for the System Board of Adjustment.

- a. Each party shall appoint six (6) members to this standing panel.
  - b. Either party may terminate the services of a referee on the panel at any time (except as to cases already scheduled for hearing) upon thirty (30) days written notice to the other party and to the referee whose services are being terminated. The party who originally appointed the referee to the panel must thereafter appoint a new referee to the panel. Each party is limited to two (2) such terminations of the other party's appointments to the panel for the length of the Agreement, but may terminate without limitation the services of referees it appointed to the panel.
3. If the parties are unable to jointly select a referee from the standing panel to hear a case, the Secretary to the Board shall make a request to the National Mediation Board for a panel of seven (7) arbitrators from which the parties will select the referee to hear the case at hand. Such selection will be made by each party in alternate turns striking a name from the list until one remains. The parties shall alternate striking the first name from the list.

4. Notwithstanding the foregoing, the parties may at any time mutually agree to select a referee who is not a member of its standing panel to sit as Chairperson of the System Board of Adjustment for such case or cases as the parties may mutually agree.
5. If after selecting a referee, it is determined that the referee is unable to hear the matter within forty-five (45) days after selection, the parties may by mutual agreement select another referee for the case. If the second referee selected also cannot hear the case within the original forty-five (45) day period described above, the referee who can hear the case the earlier of the two (2) shall be used.

B. Docket

1. Each grievance presented to the Board shall be treated as a separate case, unless the parties mutually agree otherwise. Grievances involving more than one (1) employee or incident with similar facts and circumstances may be treated as one (1) case.
2. The Board shall meet at such location or locations where the parties may agree, generally to be the location(s) where the grievance arose or the location most convenient to the majority of the individuals necessary to the proceedings. If the parties cannot agree to a location, then the neutral referee shall decide.

3. It shall be the Company's responsibility to establish and maintain a docket of grievances properly appealed to the System Board of Adjustment. The docket shall be updated quarterly each calendar year, with a copy mailed to the office of the President - Directing General Chairman of the IAM. Twice each year, at the time of the spring docket update and at the time of the fall docket update, the parties will schedule for hearing all docketed termination cases that remain pending and unresolved, and that have been processed through all steps of the Grievance Process.
4. Notice of grievances appealed to the Board shall be served in writing upon the other party and shall include a statement by the appealing party of its understanding of:
  - a. The facts leading to the grievance
  - b. The question or questions at issue
  - c. The position of the appealing party
  - d. The position of the other party.
5. A copy of this Agreement and the notice of dispute, together with all appeals and answers from the earlier grievance steps shall be provided to the Chairperson prior to the taking of any other evidence in the proceedings. Copies of all documents filed with the Chairperson or correspondence relating to the proceeding or dispute shall be provided to the other party and to other members of the Board.

6. The Chairperson shall preside at meetings and hearings. It shall be the responsibility of the Chairperson to guide the parties in the presentation of testimony, exhibits, and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. Immediately following the hearing or at any time prior to the issuance of a final decision in the matter, upon the request of either party or any member of the Board the members of the Board shall convene in executive session to discuss the issue(s) before it.
7. The parties mutually agree to endeavor toward a speedy final decision in every case presented to the Board, and in effecting such agree to minimize the time spent in presenting evidence and arguing motions in the hearing, filing briefs, and to compel the Board to issue the final decision as soon as possible following the close of the hearing. Written briefs will not be required to be submitted to the System Board unless agreed to by both parties.
8. The Union will be represented at Board hearings by such person or persons as it may choose and designate, and the Company will be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. The Board may, at the request of either the Union or the Company, call any witnesses who are

employed by the Company and who may be deemed necessary to the dispute.

9. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties hereto and the parties must abide by that decision.
10. The Board shall have jurisdiction over disputes between the Union, employee and the Company growing out of the interpretation or application of any of the terms of this Agreement. The System Board shall decide only the dispute or issue submitted to it, and shall have no power to add to, subtract from or alter the provisions of the contract between the parties. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation, or working conditions covered by this Agreement or any amendment thereto. The System Board shall have the authority to make whole any employee or group of employees for losses incurred as a result of action by the Company found to violate this Agreement, including reinstatement, restoration of back pay, lost benefits, lost seniority and other actual losses attributable to the Company's actions.
11. Unless the parties mutually agree, no recording, stenographic or otherwise, shall be permitted of the proceedings.

12. In the event of a Board award, not subject to further appeal, which requires the reinstatement of a discharged grievant, the Company shall designate a date for reinstatement which shall be not later than thirty (30) days after the date the Company receives the final award, nor earlier than fourteen (14) days after receipt of the final award without the consent of the grievant. The grievant shall be required to comply with all reasonable directives from the Company designed to prepare him/her for return to duty. The parties may mutually agree to extend the date of reinstatement.

C. Expenses and Transportation

1. Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
2. The expenses and compensation of the Chairperson of the System Board, and the costs incurred in holding hearings and meetings of the Board shall be borne equally by the parties.
3. Board members shall be furnished positive space free transportation over the lines of the Company for the purpose of attending

meetings of the Board, to the extent permitted by law.

- D. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the Company or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

## Section 21 - Jobsharing

- A. Each month the Company will calculate the block hours to be flown and the lineholders and reserves required to staff those block hours, and will make positions in excess of those required in each base available for jobshares/leaves.
- B. Two (2) active flight attendants (and only two (2)) who are assigned to the same base who want to share a line may bid for jobshare flying. Jobshares will be awarded before the posting of lines for bid.
- C. Although both flight attendants must bid the numbers desired by both Jobshare awards will be determined by the seniority of the senior flight attendant bidding. The line will be awarded to the senior flight attendant.
- D. The two (2) flight attendants awarded a bid line for jobshare flying will split such bid line 50/50 to the extent possible. It is expected that each jobshare flight attendant will have a minimum of forty hours (40:00) in her/his share of the monthly bid line unless an even split of the trips on the bid line does not permit a minimum of forty hours (40:00).
- E. A jobshare flight attendant may request a personal drop(s), subject to operational requirements, which reduces her/his monthly projection below forty hours (40:00). Additionally, a jobshare flight attendant may trip trade with open time, subject to operational requirements, and such trade may reduce her/his monthly projection below forty

hours (40:00). Similarly qualified jobshare flight attendants will be permitted to trade with each other regardless of whether one flight attendant may go below forty hours (40:00). Language qualified flight attendants must maintain forty hours (40:00) in their primary language specialty before being permitted to pick up trips outside such primary language specialty.

- F. Within forty-eight hours (48:00) after the bid results are posted, the job-share flight attendants will notify Scheduling of the names of the job-share flight attendant responsible for covering each specific trip(s) for the month.
- G. Pay will be based on the flight attendant's credited flight time in her/his portion of the jobshare bid line.
- H. A jobshare flight attendant is limited to a monthly maximum of fifty-five hours (55:00) pay and credit.
- I. The Company will not be responsible for resolving any disputes between jobshare flight attendants.
- J. Two (2) reserves jobsharing a line must treat each block of reserve days as a trip. Therefore, they may not split blocks of days unless one (1) block must be split to evenly divide the line.

## **Section 22 - Partnership Flying**

- A. For purposes of this Section, active flight attendants are those currently holding a place on the monthly bidding seniority list. For example, if a flight attendant is on furlough or in a management position, and is not on the bidding seniority list for the month of October, s/he is not eligible to be included in the October 15, award process. Once returned to work, and placed on the monthly bidding seniority list, her/his name shall be placed on the Partnership Flying waiting list, if s/he so chooses by submitting the appropriate request.
  
- B. Active flight attendants having at least two years seniority as flight attendants, including those who are already in the program and who desire to continue shall be eligible to bid for partnership vacancies. To be considered for an annual award, bids must be submitted no later than 10:00 a.m., central time, October 5. On or before September 15, the Company will post the anticipated number of annual permanent partnership vacancies. Following receipt of the October 5 bids, the Company, in its discretion, will determine the final number of annual permanent partnership vacancies that will be available in each base. The total number of partnership lines will not be more than five percent (5%) of the expected base complement on January 1 of the following year, unless the parties mutually agree to exceed this amount.

- C. Annual awards shall be granted based on seniority among similarly qualified flight attendants competing for partnership positions within each base. An ISM who has applied for entry into the program and whose bid is not awarded due to a lack of application by other ISMs will be given an opportunity to elect to change her/his application to apply for the bid as a flight attendant or to place her/his name on the waiting list described in paragraph F below as an ISM.
  
- D. Partnership flying awards shall be announced annually on October 15 for the ensuing calendar year. A flight attendant who is awarded his/her partnership bid will be required to remain in the partnership position for the duration of the partnership award except as otherwise expressly stated in this Section. Removals from the program due to hardship may be granted upon mutual agreement between the Vice President of Inflight or her/his designee and the President - Directing General Chairman of the Union or her/his designee.
  
- E. Flight attendants who have been awarded partnership flying may elect to form voluntary partnerships with any other similarly qualified flight attendants who also have been awarded partnership flying in their base no later than November 15 by submitting a partners team request in such form as the Company may establish. Those flight attendants who have not submitted partners forms by 10:00 a.m., central time, November 15, will be paired by the Company in order of seniority (i.e., the most senior unpaired

flight attendant with the next most senior unpaired flight attendant). Final annual partnership teams will be posted no later than December 1. All partnership awards, whether voluntary or seniority controlled, will be limited to flight attendants in the same base and to qualified partners (i.e., language speakers with other language speakers holding positions in the same primary language and ISMs with ISMs).

- F. If the Company determines to fill vacancies which occur during the year as a result of the transfer, termination, furlough, or displacement of partnership flight attendants, it will do so by awarding the remainder of the year of partnership flying in seniority order to flight attendants whose names shall be maintained on base partnership flying waiting lists. The lists shall contain the names of eligible flight attendants who bid, but were not awarded partnership positions as well as those of eligible flight attendants whose written bids are received any time after the October 5 deadline, but prior to 10:00 a.m., central time, on the fifth day of the month. A flight attendant may remove his/her standing partnership bid at any time by withdrawing it in writing, but the deadline for such withdrawal in any given month shall be 10:00 a.m., central time, on the fifth. All bids, whether submitted during the year or pursuant to the annual rebid as provided in paragraph A above, will be removed from the active file prior to the annual posting of anticipated openings as provided in paragraph A above. All flight attendants who wish to be considered for inclusion in the following year's program must submit bids every year, including incumbent participants and

those who submitted bids during the course of the year.

- G. Partners who elect to transfer in accordance with the provisions of Section 12 will be removed from the partnership program once the transfer is awarded. When such a flight attendant reports for duty in her/his new base, s/he may place her/his name on the waiting list at her/his new base. In the event that the transfer is rescinded the flight attendant shall return to her/his previous base as a non-partner flight attendant. A flight attendant whose partner exits the program (e.g., as the result of a transfer, termination, furlough, displacement, etc.) will continue in the program, and will be paired with another unpaired partner, or if a vacancy is announced by the Company, with the next person on the waiting list. If there are no other unpaired partners and no flight attendants on the waiting list the remaining partner will drop fifty percent (50%) of her/his line each month until a new partner is awarded using these procedures.
- H. Monthly partnership line awards will be determined by the bid of the senior partner on the team. The two partners will split the line 50/50 to the extent possible. Two (2) reserve partners sharing a line must treat each block of reserve days as a trip, therefore they may not split blocks of days unless one block must be split to evenly divide the line.
- I. Within forty-eight (48) hours after the bid results are posted, the partners will notify Scheduling of the name of the partner responsible for covering each specific trip for the month.

- J. Pay will be based on the flight attendant's credited flight time in her/his portion of the partnership bid line.
- K. A partnership flight attendant is limited to a monthly maximum of fifty-five hours (55:00) pay and credit.
- L. A partnership flight attendant may request a personal drop(s), subject to operational requirements, which reduces her/his monthly projection below forty hours (40:00). Additionally, a partnership flight attendant may trip trade with open time, subject to operational requirements, and such trade may reduce her/his monthly projection below forty hours (40:00). Similarly qualified partnership flight attendants will be permitted to trade with each other regardless of whether one flight attendant may go below forty hours (40:00). Language qualified flight attendants must maintain forty hours (40:00) in their primary language specialty before being permitted to pick up trips outside such primary language specialty.
- M. The Company will not be responsible for resolving disputes between partnership flight attendants regarding the monthly division of their line.
- N. Partnership flight attendants will accrue and retain seniority and longevity in the same manner as all other flight attendants.
- O. Partners shall receive all variable pay elements (including on-time bonuses), passes in accordance with Corporate policy, and group insurance coverage (including medical, dental,

vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional group universal life). Partners shall receive vacation accrual credit, sick leave accrual, and occupational injury accruals as provided in Section 5.C.5.

- P. Either party may request a meeting to discuss the administration of the program at any time during the life of this Agreement. In addition, it shall have a duration which is coterminous with the Collective Bargaining Agreement.
  
- Q. It is understood that the Partnership Program is not intended to replace month-to-month jobshares, as provided for in Section 21. The Company will continue to determine the availability of monthly job-shares in the same manner and upon the same bases as it has in the past, without regard to the existence of, or level of participation in the Partnership Program.

## **Section 23 - Non Flying Duties**

- A. Notwithstanding the provisions of Section 1 above, the Company may utilize either Inflight management personnel or scheduled flight attendants on a trip(s) as long as any resulting displaced flight attendants suffer no flight pay loss.
  
- B. If a flight attendant engaged in non-flying duties within the Company returns to flight attendant status, s/he will be permitted to return to the base to which s/he is assigned. If the flight attendant does not have sufficient seniority to hold her/his previously assigned base, s/he will be permitted to fill a permanent vacancy to which her/his system seniority entitles her/him or to displace the most junior flight attendant on the system, provided the flight attendant is junior to her/him. After the flight attendant accepts one (1) of these assignments, or is furloughed, her/his seniority rights will be governed by the provisions of this Agreement.

## Section 24 - Benefits

- A. Each Flight attendant covered by this Agreement shall be eligible to participate in certain Company wide benefit programs made available to other employees of the Company on the terms and conditions established in the benefit programs for flight attendants' participation, and pursuant to the terms of such programs. Before any changes are made to such programs, the Company will notify the Union in writing in advance of the effective date of such change(s). Upon request by the Union, the Company will meet to explain the change(s). The Company wide benefit programs presently include:

Continental Airlines Regular Benefit Program, current plans include:

Medical Indemnity programs  
Health Maintenance Organization programs  
Accidental Death and Dismemberment Insurance  
Group Term Life Insurance  
Employee Reimbursement Accounts  
Dental plans  
Vision plans  
Continental Airlines, Inc. Savings Plan (commonly called a 401(k) plan)

1. Effective January 1, 2006, a flight attendant may make voluntary contributions to the Continental Airlines, Inc. Saving Plan to extent permitted by law. Such contribution may be limited to the extent necessary to

allow all contributions to all of the employer's qualified plans to be deductible under applicable IRS Code provisions.

2. Any otherwise permissible contribution may be limited to the extent necessary to allow all contributions to all of the employer's qualified plans to be deductible under applicable IRS Code provisions.

### Continental Airlines Retirement Plan

Flight attendants shall receive Credited Service, as defined in the Continental Retirement Plan ("CARP"), for service performed prior to 1984. No such credit shall be given for any period with respect to which the flight attendant accrued benefits under any other retirement plan qualified under section 401(a) of the Internal Revenue Code.

- B. Flight attendants shall also be eligible to participate in a retiree bridge medical plan having the following attributes:
  1. Participants must be between the ages of 60 and 65.
  2. At the time of retirement, the flight attendant's sick leave bank will enable her/him to participate in the contributory funding aspect of the plan by using fourteen (14) hours of sick leave for each month of such participation.

3. The cost to the retiree will be the same as for an active employee for equivalent coverage provided that the retiree has sick leave in her/his bank at the time of retirement sufficient to span the time for which coverage is needed.
  4. If a flight attendant has insufficient sick leave in his/her bank to participate in the contributory funding aspect of the plan for any period of time for which the flight attendant is eligible and desires such coverage, s/he may obtain coverage at a non-contributory rate.
  5. Coverage terminates at age 65.
  6. Spouse/dependent coverage will be available on the same basis (contributory/non-contributory), but must terminate when the spouse/dependent reaches age 65 or the retiree dies (except that upon the flight attendant's death, the spouse/dependent may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage).
- C. Flight Attendants will be eligible to participate in the Company's Profit Sharing Plan in accordance with the terms of that Plan. The Company has the unilateral right to alter, modify, amend, revise, or terminate the Plan, provided that any material alteration modification, amendment, revision or termination will only be done on a Company-wide basis. Flight Attendant participation shall be

effective on January 1, 2011 and shall continue through the amendable date of this Agreement (that is, through Plan year 2012, for profits made in fiscal year 2012 and payable in 2013) unless expressly agreed otherwise by the Parties.

D. Flight Attendants will participate in the 401 (k) Plan. Effective September 1, 2012, In lieu of all other employer matching contributions the Company shall contribute an annual amount as follows:

1. Flight Attendants who have completed less than 5 years of service:

Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 3% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 3% of pay is eligible for the match.

2. Flight Attendants who have completed 5 or more, but less than 10, years of service

Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$35,000 annually who contributes 4% (\$1,400) will receive 25% of her/his

\$1,400 contribution (\$350) as a Company matching contribution.

3. Flight Attendants who have completed 10 or more, but less than 15 years of service

Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$40,000 annually who contributes 4% (\$1,600) will receive 50% of her/his \$1,600 contribution (\$800) as a Company matching contribution.

4. Flight Attendants who have completed 15 or more years of service

Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 6% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 6% of pay is eligible for the match. For example, a Flight Attendant earning \$45,000 annually who contributes 6% (\$2,700) will receive 50% of her/his \$2,700 contribution (\$1,350) as a Company matching contribution.

## Section 25 - Missing, Interned or Hostage

- A. If a flight attendant is involuntarily missing-in-action, held hostage or taken prisoner of war while performing official duties for the Company, s/he will be entitled to full pay and accrual of all benefits. This will continue 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 flight attendant. In the absence of a letter of instruction designating beneficiaries, the Company will deposit all applicable benefits for said flight attendant until her/his status has been legally determined.
- B. A flight attendant will maintain and continue to accrue seniority and longevity for pay purposes during periods in which s/he is held hostage, prisoner, or missing-in-action. All retirement fund accruals and contributions will continue during this period.

### Beneficiary for Missing, Interned or Hostage Provision

Name \_\_\_\_\_ Employee Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Address \_\_\_\_\_

Name of Beneficiary \_\_\_\_\_

Relation to Employee \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Signature of Employee \_\_\_\_\_

## **Section 26 - Union Security and Check-Off**

### **A. Union Security**

1. Each employee now or hereafter employed as a flight attendant covered by this Agreement shall, as a condition of continued employment within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later become a member of the Union, and shall maintain membership in good standing (as described below) in the Union so long as this Section remains in effect; provided, that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as generally applicable to any other member of his/her occupation or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the initiation and reinstatement fees, assessments, and monthly dues uniformly required of other employees in her/his occupation as a condition of acquiring or retaining membership.

For the purpose of this Agreement "membership in good standing" in the Union shall consist of the payment by the employee of initiation fees (except in case

of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as hereinafter described) for each calendar month, plus the payment of such assessment (s), within prescribed time limits, as may be levied in accordance with the procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Counsels and Conferences."

2. If an employee, who is required to become a member of the Union, as provided in this Section, does not become a member of the Union within the time limits specified in this Section for employees in her/his occupation covered by this Agreement, the Union shall notify the appropriate Company Vice President with a copy to the employee, that such employee has failed to become a member of the Union as required by this Section and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that s/he is to be discharged from the service of the Company and shall promptly take proper steps to discharge said employee.
  
3. When an employee holding seniority under the Agreement leaves and then returns to the coverage of the Agreement from a position in which s/he was not covered, s/he must assume her/his obligation to the Union within seven (7) calendar days after return. Failure to comply will cause the

employee to be discharged. If an employee covered by this Agreement becomes delinquent by more than two (2) calendar months in the payment of monthly dues, including assessments, the Union shall notify the employee in writing, certified mail, return receipt requested, with a copy to the appropriate Company Vice President that said employee is delinquent in the payment of monthly membership dues as specified herein and, accordingly, will be subject to discharge as an employee of the Company. Such letter shall also notify the employee that s/he must remit the required payment within seven (7) days from receipt of such notice or be subject to discharge by the Company.

4. If such employee still remains delinquent in the payment of dues after receipt of said notice, the Union shall notify, in writing the appropriate Company Vice President with a copy to the employee, that the employee has failed to remit payment of dues within the grace period allowed herein and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that s/he is to be discharged from the service of the Company, and shall promptly take the proper steps to so discharge the employee.
5. The Company will, within three (3) working days after the receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required in the preceding paragraph, subject to the provisions of paragraph G. below.

6. An employee terminated at the request of the Union as per this Article and under this Agreement shall be deemed to have been discharged for cause and the Company shall not be liable for any wages or pay claims of any type from such employee. In the event of a court judgment to the effect that the discharge was improper, the Union hereby agrees to hold the Company harmless and will reimburse the Company for any cost whatsoever involved.
7. In any event it is agreed that the Company will not be required to terminate any employee, in compliance with this Section, prior to thirty (30) days from the Union's notification to the Company to do so, in order that the Company be able to hire a suitable replacement for the employee in question.

B. Dues Check-Off

During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and Bylaws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereunder included in this Agreement to be known as the "Check-Off Form", which shall be prepared and furnished by the Union. The Company will not be required to deduct monthly membership dues from the pay of employees covered by this Agreement unless: (1) The

Company has received a Check-Off Form, and (2) the dues for the employee conforms to the applicable dues for employees of her/his occupation at her/his point on the system. The Union agrees that it shall indemnify and hold the Company harmless from and against any liability whatsoever for compliance with dues check-off procedures provided in this Agreement.

INTERNATIONALASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
AND  
CONTINENTALAIRLINES  
AUTHORIZATION FOR CHECK-OFF OF  
INITIATION FEE AND OF UNION DUES

I hereby authorize the Company to deduct form my first paycheck of the month the amount equivalent to fifty percent (50%) of the initiation fee 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 said Union.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to fifty percent (50%) of the initiation fee 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 said Union.

I further authorize the Company to deduct 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 said Union. Said dues shall be deducted from the second paycheck of the next month and every month thereafter.

Contributions or gifts to the Local Lodge and/or District Lodge 142 of the International Association of Machinists and Aerospace Workers 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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Initiation Fee

\_\_\_\_\_  
Monthly Dues

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Station/Location

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

## Section 27 - Duration

Upon ratification, this Agreement will become effective on the first day of the bid month next following ratification, and will continue in full force and effect until September 2, 2012, and will renew itself without change until each succeeding twelve-month anniversary of such date thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, or by mutual agreement of both parties, ninety (90) days but not less than thirty (30) days prior to the duration date.

Unless otherwise mutually agreed, the parties will commence negotiations pursuant to Section 6, Title I of the Railway Labor Act, as amended, no later than March 5, 2012. If no agreement for a successor contract has been reached by February 4, 2013, the parties will jointly apply for mediation assistance from the National Mediation Board no later than February 15, 2013.

Signed, this 3<sup>rd</sup> day of April, 2011

For:  
Continental Airlines, Inc.

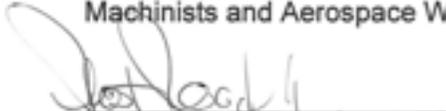


Mike Bonds, Executive VP,  
HR & Labor Relations



Doug McKeen, Senior VP,  
Labor Relations

For:  
International Association of  
Machinists and Aerospace Workers



Robert Roach, General Vice  
President, Transportation



Thomas Higginbotham, President -  
Directing General Chairperson



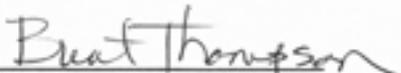
Sam Risoli, VP, Inflight



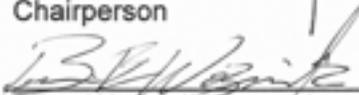
Dan Casey, Vice President,  
Labor Relations



Wendy Femia, Senior Director  
Inflight Base Services



Brent Thompson, General  
Chairperson



Brian Wozniak, General  
Chairperson



Ernest Dominguez, General  
Chairperson



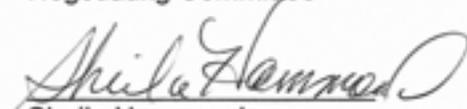
Randy Hatfield, General  
Chairperson



Joey Guider  
Negotiating Committee



Nick Ruiz,  
Negotiating Committee



Sheila Hammond  
Negotiating Committee



Marcus Valentino  
Negotiating Committee

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS**  
Regarding  
**Add Pay Items**

WHEREAS, the parties wish to make clear the manner in which certain elements of flight attendant pay will be credited upon the adoption of the new collective bargaining agreement ( the “CBA”),

NOW, THEREFORE, the parties hereby agree as follows:

ITEMS TO BE PAID IN ADDITION TO ALL OTHER PAY

Regardless of anything in the CBA to the contrary, the following items will be paid for all hours flown which qualify for the listed premium, in addition to all other pay:

International Service Manager Override (see, CBA Section 4.F.1)

(NOTE: Included as part of base for ISM reserves - see, CBA Section 4.J.1)

Foreign Language Speaker (see, CBA Section 4.Q)

(NOTE: Included as part of base for FLS reserves - see, CBA Section 4.J.1)

“International” Flying Override (see, CBA Section 4.A.1)

**LOA 1 - 1 Add Pay**

Galley Pay (see, CBA Section 4.H)

First Flight Attendant ("A" position) Pay (see, CBA Section 4.G)

Short Crew Pay (see, CBA Section 4.E)

Incentive Pay (see, CBA Section 4.B)

Regardless of anything in the CBA to the contrary, the following items will be paid in addition to all other pay:

Starlight Pay (see, CBA Section 4.D)

Duty Free Commissions (see, CBA Section 4.R and LOA 13, Regarding Duty Free Bonus Payments)

Drug/Alcohol Testing Pay (see, CBA Section 4.W)

Holding Pay (see, CBA Section 4.N)

Five hours (5:00) for a restored day off (see, CBA Sections 5.I.24, 5.G.3, and 5.K)

AGREED, this 1<sup>st</sup> day of February, 2006.

For:  
Continental  
Airlines, Inc.

For:  
International Association Of  
Machinists And Aerospace Workers

Sam Risoli  
Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Bid Line Construction

Dear Bill:

This will confirm our discussions regarding the construction of bid lines. We have agreed that when the Company finds it necessary to do so, it may build up to twenty percent (20%) of the bid lines with a maximum of three percent (3%) more hours than are reflected in Section 5.A.1 of the collective bargaining agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Vice President, Inflight

William O'Driscoll  
President - Directing General  
Chairman

**LOA 2 - 1 Bid Line Construction**

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
Regarding  
**Building Speaker Bid Lines**

WHEREAS, the Company and the Union agree that the number of speaker positions published in the monthly bid lines should closely approximate the number of available speakers,

NOW, THEREFORE, the parties agree as follows:

The Company will not intentionally publish more speaker positions in the monthly bid lines than there are speakers expected to be available for the month. The parties recognize that unawarded positions may result due to unforeseen leaves, resignations or terminations.

AGREED, this 1<sup>st</sup> day of April, 2000.

For:  
Continental Airlines, Inc.

For:  
International Association Of  
Machinists And Aerospace  
Workers

/s/

/s/

Sam Risoli  
Vice President, Inflight

William O'Driscoll  
President - Directing General  
Chairperson

June 24, 1996

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Cabin Tidying

Dear Bill:

This will confirm our discussions regarding the issue of cabin tidying. We have agreed that the arbitration award of arbitrator Crable is controlling as regards the flight attendants' cabin tidying obligations in the same manner and to the same extent as if it were a part of the collective bargaining agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Ron Howard  
Vice President, In-Flight &  
Food Services Division

William O'Driscoll  
President - Directing General  
Chairman

**LOA 4 -1 Cabin Tidying**

February 23, 2004

Mr. William O'Driscoll  
President - Directing General Chairman  
International Association of Machinists & Aerospace  
Workers  
Kansas City, MO

RE: California Resident Disability

Dear Bill:

This will confirm our conversations regarding California Resident Disability Plan participation.

When the Los Angeles flight attendant base closed and California State Disability coverage ceased, a number of flight attendants raised the question of whether we could reinstate California State Disability coverage for those who remained resident in California. After supplying full disclosure information to the California resident flight attendants, the IAM conducted extensive inquiries regarding the flight attendants' desires in the matter. It is my understanding those disclosures and following a substantial period of time to object to the reinstatement of California State Disability, not only did no flight attendant object to the reinstatement, but in fact many flight attendants continued to affirmatively request California State Disability Plan reinstatement.

Given those facts, the IAM has requested and Continental has agreed to provide for the continuation of California Disability for all California resident flight attendants under the following conditions:

- A. As soon as reasonably practical after the signing of the Agreement Continental will take such steps as may be necessary to reinstate California State Disability coverage for flight attendants residing in California, excepting only those who are already covered under the New Jersey or other state disability plan.
- B. It is expressly recognized and agreed that all flight attendants living in California, whether residing there at the time this Agreement is signed or subsequently becoming California residents, will be included, unless Section 702.6 of the California Unemployment Insurance Code expressly excludes them.
- C. It is also expressly understood and agreed that the premiums will be paid entirely by the affected flight attendants, and that the Company will collect the monthly premium amounts from affected flight attendants via payroll deduction.
- D. The parties acknowledge that the premium amount is presently approximately 0.9% of wages, that the premiums are set by the state of California, and that they may increase in the future.
- E. This Agreement, shall remain in full force and effect as if it were incorporated as a part of the parties' collective bargaining agreement unless and until it is changed by subsequent mutual agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

AGREED:

*/s/*

*/s/*

Sam Risoli  
Staff Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairman

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
Regarding  
**Conscientious Reporting Program**

WHEREAS, the parties desire to provide a uniform method of resolving issues related to certain matters relating to reporting for duty;

NOW, THEREFORE, the parties agree as follows:

- A. This Agreement establishes standards for managing flight attendant attendance when certain unavoidable circumstances preclude flight attendants from reporting as scheduled. While all concerned are required to conduct themselves with reasonableness, prudence, and good judgment, the obligation and responsibility to report for work as scheduled remains that of each flight attendant.
- B. This Agreement governs circumstances in which flight attendants are unable to report for scheduled assignments due to any of the following:
  - 1. Unforecasted severe weather conditions or other natural disasters (i.e., blizzards, hurricanes, earthquakes, and other similar events), or

2. Hazardous or impassable roads resulting from severe weather, accidents, or natural disasters, or
3. Mechanical problems while on the way to work, or
4. Unexpected airport disruption(s) or closures, or
5. a. Flight Attendants who commute by automobile, bus, train, or public surface transportation will be afforded the same privileges contained in this Policy for unforeseen events related to severe unforecasted weather conditions or natural disasters which render roads hazardous or impassable, or enroute mechanical problems, provided that they call their Inflight Duty Office as soon as the unforeseen event becomes known and it appears s/he will not make it to the airport to arrive at her/his domicile in time for her/his scheduled report (e.g., road accident, mechanical breakdown, severe weather). Flight attendants are expected to exercise prudent judgment and planning regarding checking load factors, flight availability, forecast weather, traffic reports, and otherwise generally “planning ahead” to avoid commuting problems. For example, it is not sufficient to utilize a flight(s) whose

arrival/departure time is likely to be adversely impacted by forecasted weather events.

- b. A flight attendant commuting by air, must exercise good judgment and exert every reasonable effort to report for work, including having the legitimate reasonable potential to commute on either of at least two (2) flights listed through the Company's employee reservations systems (so long as such seats are controlled by the Company (i.e., twenty-four (24) hours prior to the first flight's departure time both flights must be under authorization as displayed on the Company's employee reservations systems, including accounting for non-revenue space available travelers that are listed and have either a higher boarding priority or greater seniority than the flight attendant) that are scheduled to arrive at her/his domicile or the point of her/his duty assignment at least one hour (1:00) prior to her/his report time for such assignment.
- c. A jumpseat(s) is not considered an available seat for commuting purposes.

C. This Agreement applies to flight attendants whose mode(s) of transportation to report for work are rendered unavailable by any of the conditions in

paragraph B only if there are no other reasonable alternative means of timely reporting for their scheduled assignments. A flight attendant may utilize two or more airports in proximity to each other for purposes of satisfying the two flights requirement of this Policy (e.g., one flight from Tampa, on flight from Orlando, or one flight from Sarasota) as long as the scheduled departure times between the two flights reasonably allow the flight attendant to travel by surface transportation (i.e., automobile, bus, train or taxi) from one airport to the other and physically check in at the gate in time for the scheduled departure of each flight. The commuting flight attendant must be at the gate and have checked in for the flights(s) to be utilized for purposes of this policy.

- D. This Agreement does not apply to any other circumstance or condition related to a flight attendant's failure to report for her/his scheduled assignment, or to timely report for her/his scheduled assignment, including personal emergencies.
  
- E. When an unforeseen event takes place (e.g., no available seat, weight restriction, delay or cancellation due to unforeseen significant weather at the intended airport of departure or arrival, ATC or aircraft maintenance), affecting the flight attendant's first commuting flight, s/he must immediately contact Crew Scheduling. A flight attendant commuting by air will notify Crew Scheduling that s/he will be utilizing the back-up flight immediately upon discovering that s/he is unable to commute using the primary flight, regardless of the reason for such inability. S/he

shall also recontact Crew Scheduling immediately upon discovering that s/he will be unable to commute on her/his back-up flight. In the case where a flight attendant is physically onboard her/his first or back-up flight and the flight diverts enroute, the flight attendant shall call Crew Scheduling as soon as s/he can make a telephone call. Upon notification to Crew Scheduling, the flight attendant shall continue on to her/his Base if possible, unless released by Crew Scheduling/Coordination. He/she will be subject to assignment as follows:

1. S/he may be directed to report to her/his original trip pairing or to a portion of the original trip pairing, joining it at a later point; or
2. S/he may be assigned a substitute pairing scheduled to fly on the same days as the original pairing; or
3. S/he may be assigned a substitute pairing which begins on any day following the start of the original pairing, so long as the substitute pairing terminates on the same day as the original pairing; or
4. S/he may be given any other substitute assignment which is mutually agreeable to the flight attendant and Crew Scheduling; and
5. If requested by the flight attendant, the Company will provide a hotel room for a lineholder flight attendant who commutes

by air and who is in compliance with this Policy if the lineholder receives no immediate assignment or receives an assignment with a report time more than five (5) hours after the flight attendant arrives at her/his base. The Company shall not be obligated to provide more than the number of nights in a hotel than would otherwise have been provided on the flight attendant's original pairing.

- F. A flight attendant given an assignment pursuant to Paragraph E will be compensated as if the original assignment had never occurred, and the substitute assignment had in fact been her/his original assignment. If no substitute assignment is given, the original assignment shall be treated as a personal drop, and the flight attendant shall receive no pay or credit relating to it.
  
- G.
  - 1. This Policy shall be applicable to all flight attendants, whether lineholders or reserves.
  
  - 2. Upon request, flight attendants shall be responsible for providing documentation required by the Company to establish their compliance with the terms of this Policy.
  
  - 3. Nothing in this Policy shall be construed to limit or abridge the Company's existing rights to make assignments/reassignments as necessary, and consistent with the Collective Bargaining Agreement to protect the operational integrity of the schedule.

H. A flight attendant who is unable to meet her/his scheduled report time as a direct result of any of the circumstances listed in paragraph B, and who has complied fully with all of the terms of this Agreement be considered to have an authorized absence without pay, and shall not be subject to discipline as result of her/his inability to report, unless such inability occurs repeatedly. The parties have intentionally not specified a precise number of instances that will be afforded the protections of this Policy. Each invocation of this Policy will be considered an independent event and judged on its own unique circumstances, however repeated invocations of this Policy may be considered in evaluations of a flight attendant's overall attendance/reliability.

AGREED, this 3<sup>rd</sup> day of April, 2011.

Continental  
Airlines, Inc.

International Association Of  
Machinists And Aerospace Workers

/s/

/s/

Sam Risoli  
Vice President,  
Inflight

Thomas Higginbotham  
President - Directing General  
Chairperson

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Continental Micronesia LPPs

Dear Bill,

This letter will confirm our understanding regarding the treatment of the Continental Micronesia flight attendants.

In the event of a merger of airline operations between the Continental Micronesia and another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger flight attendant seniority list in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs.

Very truly yours,

/s/

Michael H. Campbell  
Senior Vice President, Human Resources  
and Labor Relations

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: COPA

Dear Bill:

This will confirm our conversations regarding the Company's code-share with COPA.

We have assured you that Continental has no intention of code-sharing on COPA flights into Continental hub locations. In the unlikely event that such a code-share is considered in the future, we have agreed that we will promptly notify the Union and meet to discuss such code-sharing with the Union prior to implementing any such code-sharing arrangement with COPA.

Very truly yours,

/s/

Sam Risoli  
Staff Vice President, Inflight

**LOA 8 – 1 COPA**

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
Regarding  
**Crew Rest Facilities**

WHEREAS, Continental Airlines, Inc. (Continental or Company) and the International Association of Machinists and Aerospace Workers (IAM or Union) desire to provide for safe comfortable flight attendant crew rest facilities on long-haul flights, and

WHEREAS, the parties agreed that the technology for crew bunk retrofits modules was previously at an unacceptable level, and

WHEREAS, the Company has been working with Boeing and Company engineers to develop a safe, comfortable, acceptable crew bunk facility, and

WHEREAS, the Company's efforts to develop safe and acceptable flight attendant crew rest bunk facilities have now been successful, and

WHEREAS, Boeing has researched, designed and extensively tested the crew rest modules it is now installing and accordingly stands behind the B-777 crew rest modules, and

WHEREAS, the newly designed crew rest modules meet the parties' mutual requirements for safety, comfort, and work environment, and

WHEREAS, even though BusinessFirst crew rest seating has been substituted during the period of development of acceptable crew bunk facilities, the parties' original and primary goal of providing crew bunk rest facilities that do not compromise flight attendant safety or comfort will be met,

NOW THEREFORE, the parties hereby agree as follows:

1. All Boeing deliveries of new B-777 and B-787 aircraft will be with flight attendant crew bunk facilities.
2. Continental's existing fleet of B-777 aircraft will be retrofitted with crew bunk modules beginning in March 2007 and the fleet retrofit will be completed by mid-year 2009 (installation shall coincide with the availability of the modules and the service schedule of the aircraft). The schedule shall not be changed or delayed unless a circumstance over which the Company does not have control is the cause of such delay or change. Circumstances beyond the Company's control shall include; an act of nature; a labor dispute; revocation of the Company's operating certificate(s); war emergency; a terrorist act, or a substantial delay in the delivery of crew bunk modules; and other similar circumstances.

3. This letter of agreement resolves all presently outstanding issues and grievances regarding crew rest facilities.
4. Until such time as the crew rest bunk modules are available for use, the following in-cabin crew rest facilities will be provided for flight segments beginning and/or ending in locations outside the United States or Hawaii:
  - a. On all B-777 flights with scheduled block times greater than 12:00 hours in both directions and on flights to and from EWR-NRT-EWR or IAH-NRT-IAH regardless of scheduled block time, four (4) Business First seats and three (3) coach seats will be reserved for flight attendant rest purposes. On all other B-777 flights scheduled for eight (8) hours or greater, two rows of coach seats immediately aft of the BusinessFirst bulkhead will be reserved for flight attendant rest purposes.
  - b. Flight attendants may utilize up to four (4) Business First crew rest seats on B-777 flights scheduled for eight (8) hours or greater if the seats in the row(s) designated for crew rest seats are available (i.e., not reserved in advance of the flight or occupied by upgraded revenue passengers).
  - c. On all other dual aisle aircraft, four coach crew rest seats and on single aisle aircraft, three coach crew rest seats are to be blocked for crew rest.

- d. Crew rest seats are not to be assigned to customers, even in a Class A oversale. The designated seats will have a curtain provided for privacy. Signs or makeshift curtains are not permitted. Crew rest seats will not be required for flights of less than eight hours (8:00).

AGREED, this 1<sup>st</sup> day of February, 2006.

Continental  
Airlines, Inc.

International Association Of  
Machinists And Aerospace Workers

/s/

/s/

Sam Risoli  
Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairman

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: CMS Viewing Capability

Dear Bill:

This letter will confirm our recent discussions on CMS viewing capability for Union representatives. The Company will provide CMS viewing capability to Union representatives as designated by a District General Chairperson once the Company has completed the appropriate programming.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Vice President, Inflight

William O'Driscoll  
President - Directing General  
Chairman

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Customer Complaints

Dear Bill:

This will confirm our conversations regarding the handling of customer complaints.

Upon receiving In-flight's receipt of a customer complaint, if the Company intends to use the complaint for disciplinary purposes an investigation will be conducted as follows:

1. The flight attendant will be promptly notified of the complaint and its substance in sufficient detail to identify the date of the incident, the flight on which it occurred, and the substance of the complaint.
2. The Company will promptly attempt to obtain any additional information from the customer pertinent to the incident.
3. If the Company has insufficient information to ascertain the facts of the matter and the customer declines to provide additional information, the complaint shall be disregarded.

**LOA 11 - 1 Customer Complaints**

4. The flight attendant and/or her/his representative shall be provided an opportunity to review the complaint and respond to its content prior to the rendering of any disciplinary action.
5. This Letter is not intended to change or extend the time limits provided for in Section 18, Investigations and Section 19, Grievance Procedure, of the collective bargaining agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

/s/

Sam Risoli  
Staff Vice President, Inflight

Agreed:

/s/

William O'Driscoll  
President - Directing  
General Chairperson

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Domestic Partner Health and Welfare Benefits

Dear Bill:

This is to confirm the understanding recently reached in collective bargaining negotiations regarding the provision of benefits, including health and welfare (health, dental and vision care insurance), dependent life insurance, and COBRA continuation benefits for flight attendants' domestic partners, as that term is defined in the collective bargaining agreement.

We have agreed that, to the extent Continental is able to make them available, the Company will make the above-referenced benefits available to Domestic Partners. It is understood, for example that some states' insurance regulations do not allow Health Maintenance Organization health insurance coverage for domestic partners.

Flight attendants shall be entitled to designate a domestic partner in lieu of a spouse for these benefits upon ratification of the collective bargaining agreement, and each year during the Company's annual benefits enrollment period.

**LOA 12 - 1 Domestic Partner Health & Welfare Benefits**

To the extent reasonably possible, benefits will be provided on a basis consistent with similar benefits for employees' spouses, except that flight attendants obtaining domestic partner benefits shall be responsible for any cost(s) incurred which are not incurred or borne by the Company for the same benefit(s) when provided to employees' spouses. By way of example only, such costs may include federal and state tax liabilities. The Company is expressly authorized to deduct all such additional costs from flight attendants' paychecks.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Staff Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairperson

**LETTER OF AGREEMENT**  
**between**  
**CONTINENTAL AIRLINES, INC.**  
**and**  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
**Regarding**  
**Duty Free Bonus Payments**

WHEREAS, the parties desire to increase duty free sales on international flights, and

WHEREAS, under the current commission program for duty free sales on international flights, flight attendants receive a minimum ten percent (10%) commission, evenly divided by all flight attendants working the segment, and

WHEREAS, the parties intend to provide incentive for flight attendants to maximize such sales,

NOW, THEREFORE, the parties agree to implement the following duty free sales "bonus" plan:

Effective, April 1, 2000, on flights with sales exceeding \$500.00 per segment, the ISM and the one-assistant flight attendant working the duty free cart will receive bonus payments of \$10.00 and \$5.00, respectively. For each additional \$250.00 per segment after the first \$500, the ISM and the one assistant flight attendant working the duty free cart will receive bonus payments of \$5.00 and \$2.50, respectively.

AGREED, this 1st day of April, 2000.

Continental Airlines, Inc.

/s/

Sam Risoli  
Staff Vice President, Inflight

International Association Of  
Machinists And Aerospace Workers

/s/

William O'Driscoll  
President, Directing General  
Chairperson

**LOA 13 - 1 Duty Free Bonus Payments**

June 24, 1996

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Flight Time for Committee Work

Dear Bill:

This will confirm our discussions regarding the provision of credited flight time to be available for use for Union participation in Committee activities as provided in the collective bargaining agreement and the various letters attached thereto. The Company has agreed to provide an additional amount equal to fifteen percent (15%) of the Union hours provided pursuant to Section 3.W to be available for such committee work.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Ron Howard  
Vice President, In-Flight  
& Food Services Division

William O'Driscoll  
President - Directing General  
Chairman

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS**  
Regarding  
**Family And Medical Leave (“FMLA”)**

Continental Airlines, Inc. (“CAL” or “the Company”) and the International Association of Machinists and Aerospace Workers (“IAM” or “the Union”) have reached this memorandum of understanding in order to comply with the provisions of the Family Medical Leave Act of 1993 (“FMLA”). This memorandum of understanding provides some benefits which are greater than those set forth in the CAL/IAM agreement. FMLA leave may be used up to twelve (12) months after the birth or adoption of a child, when a family member suffers a serious health condition requiring continuing care and a medical health care provider certifies that the flight attendant is needed for such care, and when the flight attendant her/himself is seriously ill or injured. Family member is defined as spouse (as recognized by state law where the flight attendant lives), a parent (a biological parent or person who raised the flight attendant when he/she was a child), son or daughter (a biological, adopted, foster or step child, legal ward or minor child who is being raised by the flight attendant). The child(ren) must be under 18 years of age or incapable of self-care (due to mental or physical disability). Each non-probationary flight attendant who has been available for duty for 60% of the time during the twelve (12) month period immediately preceding the commencement of the FMLA leave is entitled to the

equivalent of ninety (90) calendar days (approximately sixty (60) work days) of unpaid FMLA leave in any twelve (12) month period. All FMLA leave is unpaid.

1. Flight attendants are required to give thirty (30) days advance notice if the leave is foreseeable, such as with the birth or placement of a child or planned medical treatment. If thirty (30) days is not practicable, as much advance notice as possible should be given.
2. The Company may require medical certification for FMLA leave and will be using the prescribed Department of Labor model form. Flight attendants may be required on a periodic basis, to provide evidence of continuing eligibility for FMLA leave.
3. When FMLA leave entitlement is exhausted, additional leave may be granted in accordance with the CAL/IAM agreement. Flight attendants suffering from serious health conditions or who are pregnant will have the option of using paid sick leave prior to utilizing unpaid FMLA leave. All flight attendants may choose to exhaust unused vacation time before using FMLA leave.
4. Flight attendants who are using FMLA leave to recover from a serious health condition or to care for a family member who has such a condition may take the leave on an intermittent basis if the treating medical care provider deems it necessary. For the purpose of tracking intermittent FMLA leave usage, flight attendants shall be entitled to two hundred, fifty hours (250:00) (three (3) months at eighty-three and one third hours (83:20) per month) of FMLA leave in any twelve (12) month

period. Flight attendants will be charged the actual time missed or four hours and nine minutes (4:09) (eighty-three and one third hours (83:20) per month divided by twenty (20) work days per month) for each day or portion of a day missed for FMLA leave purposes, whichever is less.

5. Seniority for all purposes will continue to accrue during the ninety (90) days of family medical leave. Thereafter, continuing absences will accrue bid seniority only. Application of family medical leave will not be considered for attendance related purposes.
6. The Company will maintain group health benefits during the family medical leave period on the same conditions as coverage would have been provided if the flight attendant had been employed continuously during the leave period.
7. Flight attendants on FMLA leave who wish to travel must request a letter of authorization. This letter must be signed and approved by the employee's supervisor and the Employee Relations Manager. The original letter of authorization must be carried with the eligible traveler when traveling. Pass travel on maternity/paternity leaves is available with authorization. Pass travel during a serious health condition leave is available only for travel to/from the location of the family member requiring care.
8. Nothing in this agreement shall preclude a flight attendant from taking family medical leave (a) before the birth of a child for prenatal care if her condition makes her unable to work or (b) before the actual placement or adoption of a child if an

absence from work is required for the placement, adoption or foster care to proceed.

9. The Company and the Union agree to meet and confer after the Department of Labor promulgates the final regulations implementing FMLA to ensure that this memorandum of understanding complies with those regulations.

By: /s/ Jo Richard Date: 6/15/94  
On behalf of Continental Airlines, Inc.

By: /s/ William O'Driscoll Date: 6/15/94  
On behalf of International Association of  
Machinists and Aerospace Workers

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS**  
Regarding  
**Foreign Language Speaker Staffing**

WHEREAS, the parties desire to ensure that the number of foreign language speaker lines does not prevent a minimum number of non-speakers from the opportunity to staff its aircraft on routes where language is required,

NOW, THEREFORE, the parties hereby agree as follows:

The Company may fill language positions on all flight segments with preferential bids from the most senior qualified flight attendants having the required language qualifications, except for the following positions which shall be staffed in seniority order:

At least one (1) position on all narrowbody aircraft staffed with three (3) flight attendants, two (2) positions on all narrowbody aircraft staffed with five (5) flight attendants, three (3) positions on B-757 and the B767-200, four (4) positions on DC-10 and the B767-400, and five (5) positions on B747 and B777 aircraft.

In the event additional aircraft types are added to the Company's fleet, the limits for those aircraft will be established by reference to comparable aircraft types presently in the fleet listed above. In the event that there is no comparable aircraft type in the list above, the parties shall meet and agree upon the appropriate numbers. Prior to such agreement, the Company may staff such aircraft using the principles stated in this Letter. The Union shall be entitled to challenge the Company's designation (as not being "comparable") utilizing the grievance procedure set forth in the Collective Bargaining Agreement. The Company agrees to expedite the processing of such grievance if requested by the Union.

AGREED, this 1st day of April, 2000.

FOR:  
Continental  
Airlines, Inc.

/s/

Sam Risoli  
Staff Vice President,  
Inflight

FOR:  
International Association Of  
Machinists And Aerospace Workers

/s/

William O'Driscoll  
President - Directing General  
Chairperson

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS**  
Regarding  
**Foreign Language Tuition Reimbursement**

WHEREAS, Continental desires to promote the acquisition and utilization of foreign language expertise among its flight attendants, and

WHEREAS, the parties recognize that the cost of acquiring language skills can be significant, and

WHEREAS, Continental is, under certain circumstances willing to assist in deferring some or all of the costs of such training, and

WHEREAS, the parties hereto desire to establish specific parameters for the reimbursement of language training expense,

NOW THEREFORE, the parties hereby agree as follows:

1. The Company will designate from time to time those languages for which it has a business need, and for which it is willing to provide educational expense reimbursement.

2. The Company may require as a condition of reimbursement that flight attendants wishing to obtain reimbursement submit such advance information regarding instructional programs as it may deem necessary or desirable.
3. No later than thirty (30) days following the submission of all information required pursuant to paragraph 2 above, the Company will indicate whether the instructional program is approved for this reimbursement program.
4. Seniority shall govern the selection(s) in the event that there are more applicants than the Company can accommodate for either the jobshare/leave features of this program or in competition for positions in foreign language bases.
5. Flight attendants engaging in foreign language instructional programs pursuant to this agreement shall be entitled to priority consideration for leaves and jobshares should they so request for a maximum period of one (1) year from the initial date of enrollment in the language program.
6. The Company shall select objective standards/means (comparable to Berlitz standards) for determining language proficiency/qualification. Upon request by the Union, the Company will promptly meet and confer regarding the standards which are being applied and/or the means by which those standards are applied.

- a. The testing authority will utilize a ranking system made up of three (3) categories:
  1. Pass
  2. Pass with Condition
  3. Fail
- b. A flight attendant may enter the “Pass with Condition” program if the testing authority so recommends.
- c. A “Pass with Condition” flight attendant must be generally conversant in the language, even if s/he does not possess sufficient skill or knowledge of the language to qualify as a Continental Foreign Language Speaker. It is the intent of this Program that such individuals have the opportunity to develop the necessary language skill by utilizing the language while working the speaker position on a three (3) month trial basis.
- d. Flight attendants falling into the “Pass with Condition” category will be subject to the following rules:
  1. Flight attendants may only qualify for the “Pass with Condition” Program one (1) time per language.
  2. “Pass with Condition” participants will be transferred into language speaker vacancies only if vacancies remain in the base after “pass” candidates are transferred.

3. “Pass with Condition” flight attendants will have three (3) months to develop their skill level. At the end of three (3) months, they will be retested. If they do not achieve a “pass” ranking at that time, they will be returned to their prior base. Such flight attendants may subsequently seek transfers to language speaker positions, but must first qualify by achieving a “pass” ranking. No flight attendant may receive a second “Pass with Condition” ranking in the same language.
4. During the three (3) month trial period, the flight attendant may receive flight evaluations to review language proficiency.
5. “Pass with Condition” flight attendants will receive the language override on the terms provided in the parties’ collective bargaining agreement.
6. “Pass with Condition” lineholders will be included in the senior attendant premium numbers.
7. Upon demonstration of language proficiency and the submission of receipts (or outstanding charges) from a program approved pursuant to paragraph 3 above, the Company

will reimburse expenses incurred (limited by the expense reimbursement parameters contained in corporate policy) for the program, and all tuition or other similar charges to a maximum of \$4,000.00. "Pass with Condition" flight attendants will not be entitled to the \$4,000.00 reimbursement unless and until they have achieved the test result of "pass."

8. A flight attendant who has obtained tuition reimbursement pursuant to this program may be assigned by the Company to a foreign language base, and if so assigned, will remain in the base for a period of at least eighteen (18) months from the date of the assignment. A "Pass with Condition" flight attendant who subsequently obtains tuition reimbursement and is assigned to a Foreign Language Base will remain in the base for a period of at least eighteen (18) months from the date of the conversion of her/his "Pass with Condition" ranking to a "pass" ranking.
9. Flight attendants holding a foreign language qualification may be required to revalidate their language proficiency on an annual basis. The Union shall be entitled to observe the administration of the qualification

and/or revalidation processes  
established by the Company.

AGREED, this 1<sup>st</sup> day of April 2000.

Continental  
Airlines, Inc.

International Association Of  
Machinists And Aerospace Workers

/s/

/s/

Sam Risoli  
Staff Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Health and Welfare Benefits

Dear Bill:

This will confirm our conversations regarding health and welfare benefits and contributions for Flight Attendants.

For the duration of the Agreement and thereafter, the aggregate amount of projected participant premiums for Flight Attendants each year will not exceed 20% of the projected total cost of coverage (aggregate projected Company contributions plus aggregate projected participant premiums).

In addition, for the duration of this Agreement and thereafter, the Company will not increase the amount of office visit co-pays, specialty care visit co-pays, employee co-insurance, hospital visit co-pays, emergency visit co-pays, urgent care co-pays, deductible amounts, out-of-pocket limits, and will not change the existing lifetime maximum (unlimited), for all plans or their equivalent in effect calendar year 2005, provided, however that changes may be made for optional "build your own" medical options.

This letter of agreement shall remain in full force and effect for the duration of the current collective bargaining agreement, and shall become amendable in the same manner and at the same time as that Agreement.

Very truly yours,                      Agreed:

Sam Risoli  
Vice President, Inflight

William O'Driscoll  
President - Directing General Chairperson

**LOA 18 - 1 Health and Welfare Benefits**

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: International Service Manager (ISM) Pay Rate

Dear Bill:

This will confirm our discussions during the recently concluded collective bargaining agreement negotiations. We agreed that all current International Service Managers who had attained their third year ISM rate as of June 23, 1992 will continue to receive no less than the third year ISM pay rate override that was in effect prior to that date (30% above base rate up to \$6.30 per hour).

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

/s/

Sam Risoli  
Staff Vice President,  
Inflight

Agreed:

/s/

William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Jetway Trades

Dear Bill:

This letter will confirm the discussions we had concerning Jetway Trades.

A flight attendant who wishes to drop the last leg of a pairing in order to remain downline at the end of a trip may initiate a "Jetway Trade." Jetway Trades require the approval of Crew Scheduling. A flight attendant may trade a portion of a trip pairing in accordance with the following:

1. Jetway Trades must be requested by calling Crew Scheduling, and may not be done utilizing the CCS or VRS systems.

**LOA 20 - 1 Jetway Trades**

2. Crew Scheduling will approve the Jetway Trade if all of the following conditions are met:
  - The replacement flight attendant must be on a day off, and must satisfy all contractual and FAR requirements (e.g., duty limits, rest requirements, check-in, etc.). The trade may not result in any flight attendant illegality. A trade that results in an unforeseen illegality will not cause any pay protection; make-up of the lost time is the flight attendant's obligation.
  - Both flight attendants are lineholders,
  - The segment traded is domestic, Alaska or Hawaii,
  - The segment traded is the last segment of the pairing,
  - The segment traded is not a deadhead segment,
  - The trade is requested no earlier than one (1) calendar day and no later than four (4) hours prior to the scheduled departure of the traded segment,
  - SWAP is not in effect and no other emergency situation exists.
  - Special qualifications must be maintained.
3. If Crew Scheduling approves the trade, the resulting change in flying will be considered part of the Flight Attendant's scheduled duty day.
4. The replacement Flight Attendant must confirm the assignment with Crew Scheduling at least two (2) hours prior to scheduled departure.

5. The original Flight Attendant must remain with the aircraft until the replacement Flight Attendant is present. (I.e., There must be a physical handoff at the airplane.) The replacement flight attendant must be at the airplane no later than one (1) hour prior to scheduled departure. If, for any reason the replacement Flight Attendant does not report for duty, the original Flight Attendant must operate the segment.
6. When the trade is approved neither flight attendant may personal drop (PD), Trade, or drop the trip.
7. Approval of a Jetway Trade will not, of and by itself, entitle either Flight Attendant to be provided a hotel room.

Very truly yours,

/s/

Sam Risoli  
Vice President, Inflight

Agreed:

/s/

William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Last Chance Opportunity

Dear Bill:

This letter will set forth our agreement concerning flight attendants who, while on a termination warning step of discipline due to attendance and have a positive random drug or alcohol test result. Such flight attendants will be offered a last chance opportunity in lieu of being terminated in accordance with Section 11. Part 4.B.1.b.i. – viii. of the Flight Attendant Agreement.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Vice President, Inflight

William O'Driscoll  
President - Directing General  
Chairperson

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Management Retention of Seniority

Dear Bill,

This letter will confirm our understanding regarding the treatment of seniority for Inflight management employees.

We have agreed to clarify that management employees below the officer level currently on the flight attendant system seniority list should remain on the list. They will be subject to any seniority integration process as described in Section 1 of the collective bargaining agreement in the event the provisions of Section 1 (D) become applicable.

We have further agreed that employees not currently on the flight attendant system seniority list serving in management position(s) at the director level or above, and those transferred into such positions after the date of this Agreement will only be entitled to placement or retention on the seniority list in the event the provisions of Section 1 (D) become applicable.

**LOA 22 - 1 Management Retention of Seniority**

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

*/s/*

Sam Risoli  
Staff Vice President, Inflight

Agreed:

*/s/*

William O'Driscoll  
President - Directing  
General Chairperson

May 6, 2003

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Military Charter Flying

Dear Bill:

This will confirm our discussions regarding the settlement of Grievance No. 08511, which raises issues arising as a result of military charter flying and CRAF flights, in anticipation of or during war. We have agreed that military charter flying and CRAF flights will be conducted pursuant to the following rules:

- A. When necessary the Company may build "Military Charter Pairings" (pairings that contain only scheduled military charter and/or CRAF duty days, or if known, military charter and/or CRAF duty days and flight legs operated to stage personnel for such duty). Upon reasonable notice the Company may provide a special designation for such pairings, and may apply the following scheduling and staffing rules to them.
  - 1. Flight attendants may place their name on a preferential list of volunteers to indicate their willingness to fly Military Charter Pairings. Assignments not placed in

**LOA 23 - 1 Military Charter Flying**

monthly bid schedules or picked up from open time will be made available to those on the list who are legal and available to fly on the day(s) of the Military Charter Pairing. Legal and available flight attendants will be selected in seniority order from the list, beginning with the person next on the list following the last person selected for the immediately preceding pairing. This process will continue until the list has been exhausted, at which point it will start over again, beginning with the most senior person on the entire list who is legal and available to fly the pairing.

2. Military Charter Pairings will be treated like any other pairings in open time and may be picked up by lineholders in the base, assigned to flight attendants from the volunteer list, or to reserve flight attendants.
3. Trading of Military Charter Pairings may be restricted to trades with other Military Charter Pairings.
4. Flight attendants on Military Charter Pairings who are “staged” (pairings which contain military duty days rather than known military flights and which require that flight attendants be positioned downline) will not be considered to be on reserve; however they will be required to check with Crew Scheduling at 1000 and 1700 LT for flight assignments on calendar days for which they do not have a previously scheduled flight/deadhead assignment.

5. Flight assignments to flight attendants who are staged downline for Military Charter Pairings will be made on a first-in, first-out basis.
6. Any day of a staged Military Charter Pairing where no assignment occurs for a reserve flight attendant may be designated as a twenty-four (24) hour break, notwithstanding the provisions of Section 5(A)(7) of the collective bargaining agreement regarding reserve breaks at home domicile. This designation may not be made retroactively.
7. A flight attendant on a staged Military Charter Pairing will receive credit (line value) for the greater of:
  - a. four hours (4:00) times the number of calendar days in the pairing, or
  - b. flight time, including all deadhead, flown during the block of days in the pairing, or
  - c. the value of the trip rig as provided in Section 4, Paragraph N (for any pairing which, as of the time of assignment, has a period of twenty-nine hours (29:00) or greater without a scheduled trip assignment).
8. If operations covered by this agreement should cease and Military Charter Pairings have been picked up by a lineholder, those

pairings shall be subject to reassignment in accordance with Section 5, Paragraph K.

- B. A flight attendant on a Military Charter Pairing may be reassigned as needed, and may be required to remain downline beyond the scheduled pairing termination. Every effort will be made in such cases to return the flight attendant to her/his base as expeditiously as possible under the circumstances, and if the flight attendant is not returned to her/his base on the same calendar day as provided in the scheduled pairing, the restoration of days off provisions of the collective bargaining agreement (“CBA”) shall apply.
- C. Military Charter Pairings may be constructed with the large “block” pairings containing a maximum of ten (10) consecutive days. Flight attendants awarded/assigned these compressed lines will only be used for operations covered under the provisions of this agreement. Flight attendants on compressed reserve lines may trade days off only with Scheduling approval. A flight attendant whose staged Military Charter Pairing equals or exceeds eight (8) calendar days downline may elect to take a personal drop of her/his next duty assignment if that assignment is scheduled to begin less than forty-eight hours (48:00) after her/his release from the staged Military Charter Pairing.
- D. A flight attendant who completes a staged Military Charter Pairing assignment whose next scheduled assignment is also a staged Military Charter Pairing in the same staging location may, with notice, elect to take her/his intervening days off at the downline staging location. The Company will

establish appropriate procedures to facilitate such elections.

- E. The Company will, to the extent possible, not exceed the duty limitations found in Section 5(B)(7)(b) of the CBA; however, for these operations flight attendants may be scheduled for duty periods to a maximum of twenty hours (20:00). Additional compensation for flights in excess of the Section 5(B)(7)(b) limitations, shall be as provided below. The actual duty period limit shall be as provided in the Federal Aviation Regulations (FARs).
- F. We have further agreed that scheduled international Military charters which exceed the limitations provisions of Section 5(B)(7)(b) of the CBA, will receive additional pay at the flight attendant's regular rate of pay for each hour or portion of an hour actually on duty in excess of sixteen hours (16:00) in accordance with the following schedule:

<b><u>Time Actually On Duty</u></b>	<b><u>Payment Amount</u></b>
16:01 – 17:00	1 (one) hour
17:01 – 18:00	2 (two) hours
18:01 – 19:00	3 (three) hours
19:01 – 20:00	4 (four) hours
20:01 or greater	5 (five) hours

Scheduling will apply the override described above based on scheduled duty time, and pay for such time will be reflected in the pay register as "Add Pay." Flight attendants whose actual duty time exceeds such scheduled duty time will be required

to submit pay claims for the difference, if any, in entitlement pursuant to this paragraph, up to the maximum of five (5) hours add pay.

- G. Suitable single-room accommodations shall be provided at regular layover points. The Company shall make every effort to provide suitable single-room accommodations, including appropriate amenities (i.e., phone, computer access and suitable eating facilities) when layovers occur at points other than regular Continental layover locations. If suitable single-room accommodations can not be provided, flight attendants shall receive payment in accordance with Section 7(l)(1) of the CBA.
- H. In addition to all other life or accident insurance provided by the Company, Business Travel Accident Insurance shall be provided for flight attendants engaged in Military Charter Flying, in the principal sum of one hundred thousand dollars (\$100,000) for death, dismemberment, or total and permanent disability other than by natural causes as a result of participation in the operations covered in this agreement.
- I. Flight attendants on Military Charter Pairings shall be provided full intelligence/safe passage briefings prior to operation of the pairings.
- J. Except as expressly provided herein, the provisions of the CBA shall apply to Military Charter Pairings, including Section 3(D)(2), Section (4)(O), Section 5(B)(9), and Section 5(G)(3).
- K. The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this

Agreement on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 20 of the CBA. The dispute shall be heard no later than thirty (30) days following the submission to the system board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

- L. This agreement shall remain in full force and effect for sixty (60) days from the date of signing, and shall thereafter renew itself for succeeding sixty (60) day periods unless written notice of termination or intended change is served by either party on the other. In the event that notice of change is served, the parties shall promptly meet and discuss such intended changes at a mutually agreed time and location.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Staff Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairperson

**LETTER OF AGREEMENT**  
between  
**CONTINENTAL AIRLINES, INC.**  
and  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
Regarding  
**Implementation Of New Technology**

WHEREAS, the parties desire to provide for an orderly process to resolve issues raised by the use of new technology which affect flight attendant duties;

NOW, THEREFORE, the parties as follows:

In the event that the use of new technology will result in material changes to the duties performed by flight attendants during the term of the collective bargaining agreement, the parties will promptly meet for the purpose of agreeing upon the method and particulars of the implementation of the new technology.

AGREED, this 1<sup>st</sup> day of April, 2000.

Continental  
Airlines, Inc.

/s/

Sam Risoli  
Staff Vice President,  
Inflight

International Association Of  
Machinists And Aerospace  
Workers

/s/

William O'Driscoll  
President - Directing General  
Chairperson

April 3, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Protection Against Furlough for Continental Flight Attendants

Dear Tom:

This letter will confirm our recent discussions in which we agreed that the Company shall not furlough any flight attendant prior to the amendable date of this Agreement who was on the Continental System Seniority List as of the date of ratification of this Agreement.

The Company shall be excused from compliance with this obligation in the event that a circumstance over which the Company does not have control is the cause of such non-compliance. Circumstances beyond the Company's control shall be: an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/ requirement(s) or to a decrease in available fuel supply or other critical materials for the Company's operation;

**LOA 25 - 1 No Furlough**

revocation of the Company's operating certificate(s); war emergency; a terrorist act, or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Vice President,  
Inflight

Thomas Higginbotham  
President – Directing  
General Chairman

April 3, 2011

Mr. Thomas Higginbotham  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Occupational Injury Pay

Dear Tom:

This letter will confirm the discussions we had concerning clarification of the method for payment of Occupational Injury pay.

We agreed to include reference to helpful information while out on occupational injury on the Company's internal Inflight Website. The forms will be included on the Website for informational purposes and are not intended to add to or change the terms of the Agreement, and the parties recognize that the forms may change from time to time as the result of changes in state law, changes in administrators, phone numbers, etc.

Very truly yours,

Agreed:

/s/  
Sam Risoli  
Vice President,  
Inflight

/s/  
Thomas Higginbotham  
President - Directing  
General Chairperson

**LOA 26 - 1 Occupational Injury Pay**

**LETTER OF AGREEMENT**  
**between**  
**CONTINENTAL AIRLINES, INC.**  
**and**  
**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS**  
**AND AEROSPACE WORKERS**  
**Regarding**  
**Pension**

Continental Airlines, Inc. (Continental or Company) and the International Association of Machinists and Aerospace Workers (IAM or Union) desire to protect the future retirement security of Continental flight attendants, and

The parties believe that a pension decision should only be made after a full and fair opportunity to review all pertinent information and data.

It is therefore agreed and understood:

1. Continental flight attendants will have the right to choose (by majority vote) whether to join the IAM National Pension Plan or to remain participants in the Continental Retirement Plan (“CARP”).
2. The Company, the Union agree that the parties shall be bound by the decision of the IAM-represented flight attendants, which shall be made through an IAM ratification process.
3. The pension vote shall take place at a time to be determined by the Union.

4. Information regarding both pension plans shall be available to the flight attendants in advance of the voting.
5. If the flight attendants elect to remain participants in the CARP, the plan shall be retained for flight attendants, without any material change, including the lump sum distribution provisions, during the term of the collective bargaining agreement.
6. If the flight attendants elect to join the National Plan:
  - a. As soon as practical after the date of the pension vote, Flight Attendants shall become participants in the IAM Plan; and
  - b. Benefits under the CARP shall be frozen upon the effective date of admission into the IAM Plan, and the flight attendants will retain their existing CARP benefits as of that date, but shall not accrue any additional CARP benefits after that date.
  - c. Flight Attendants will retain the right to obtain a lump sum distribution from the CARP in accordance with its plan provisions, and
  - d. Thereafter for the remaining term of the collective bargaining agreement, Continental Airlines shall make contributions to the IAM Plan on behalf of each eligible Flight Attendant equal to at least one dollar and sixty cents (\$1.60) times the number of hours paid, multiplied by one point eight nine one (1.891), to the maximum specified by the IAM Plan.

7. In the event Continental terminates or freezes the CARP the Company shall begin making contributions specified in paragraph 6.d above to the IAM National Pension Plan for all flight attendants.

AGREED, this 1<sup>st</sup> day of February, 2006.

Continental  
Airlines, Inc.

International Association Of  
Machinists And Aerospace Workers

/s/  
Sam Risoli  
Vice President,  
Inflight

/s/  
William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Preferential Bid Systems

Dear Mr. O'Driscoll:

This is to confirm our discussions regarding computerized preferential bidding systems for flight attendant monthly bidding.

Continental agrees to refrain from implementing any such system during the term of the collective bargaining agreement.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/  
Sam Risoli  
Vice President, Inflight

/s/  
William O'Driscoll  
President - Directing General  
Chairperson

**LOA 28 – 1 Preferential Bid Systems**

April 3, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Profit Sharing Payments for 2010 for  
Continental Flight Attendants

Dear Tom:

This letter will confirm our recent discussions in which we agreed that if the December 31, 2010 Interim Tentative Agreement between the Company and the IAM is ratified by the Flight Attendants, it will include payments equal to the 2010 Profit Sharing payments Flight Attendants would have been entitled to receive if they had ratified a collective bargaining agreement prior to that date and been included in the Continental Airlines, Inc Profit Sharing Plan, regardless of the actual date of ratification. (Profit Sharing for 2011 is covered in Section 24 of the Collective Bargaining Agreement.) The Parties will meet and agree regarding the details of how the payments will be made.

Very truly yours,

/s/  
Sam Risoli  
Vice President, Inflight

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairman  
International Association of Machinists  
& Aerospace Workers  
Kansas City, MO

RE: Protection of Flight Attendants from Assault

Dear Bill:

This will confirm our conversations regarding the Company's continuing efforts to ensure that flight attendants enjoy a safe work environment.

As you know, the Company believes that everyone, including our employees and passengers has the right to be free from the threat of physical violence against them.

Be assured that Continental intends to continue its policy of not tolerating physical assaults against its employees, including its flight attendants. An on-duty flight attendant who is the victim of a physical assault will have the full cooperation of the Company in pursuing criminal charges brought by appropriate authorities. When it is necessary for flight attendants to meet with law enforcement authorities or to appear as witnesses in connection with such an occurrence, they will be given time off with pay to do so, and other appropriate assistance (e.g., EAP assistance) as may be required.

Very truly yours,

/s/

Sam Risoli  
Staff Vice President, Inflight

**LOA 30 – 1 Protection From Assault**

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: IAM Safety Committee

Dear Bill:

This will confirm our discussion regarding the Union's Safety Committee.

We have agreed that in the event of an accident or incident involving a Continental aircraft the Union's Safety Committee Chairperson will be notified at the time the Company's "Go Team" receives its notice.

A Company designee or the members of the Company's Safety Department will, upon request, confer with the Union's Safety Committee Chairperson and/or the Union's Director of Safety and Health to provide relevant information and discuss matters pertaining to the affected flight attendants. In addition, the Union's Safety Committee Chairperson and appropriate Safety Committee representatives will, if needed, be provided positive space business travel passes to attend related debriefing(s).

Very truly yours,

/s/

Sam Risoli  
Staff Vice President,  
Inflight

AGREED:

/s/

William O'Driscoll  
President - Directing General  
Chairperson

February 1, 2006

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Satellite Bases

Dear Bill:

This will confirm our conversations regarding satellite bases.

The Company has examined the economics and operational feasibility of establishing satellite bases, and determined that cost factors, such as layover hotel and per diem expense, and the impact on flight attendants in the parent base of moving flight time from their base to the satellite, make establishing such bases inadvisable at this time.

As you know, the Company has agreed to re-examine the satellite base question for pilots once their new preferential bidding system is established. At that time the Company will also examine whether there have been material changes which make one or more airport locations viable options for flight attendant satellite bases. Should the Company conclude that such a location exists, then the Company will meet and agree with the Union regarding the terms and conditions upon which such satellite base or bases could be established.

Very truly yours,  
*/s/*

Sam Risoli  
Vice President, Inflight

**LOA 32 – 1 Satellite Bases**

June 24, 1996

Mr. William O'Driscoll  
President - Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Seniority When Transferring From Subsidiary  
Corporations

Dear Bill:

This will confirm our discussions during the recently concluded collective bargaining agreement negotiations. We agreed that the transfer of seniority when employees are hired from subsidiaries will be governed by Continental's corporate policy.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Ron Howard  
Vice President, Inflight  
& Food Services Division

William O'Driscoll  
President - Directing General  
Chairman

April 1, 2000

Mr. William O'Driscoll  
President - Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Sick and Welfare Committee

Dear Bill:

This will confirm the our discussions during the recent collective bargaining negotiations regarding occupational injury transitional return to work duty and light duty programs.

Nothing in this letter should be understood to require that the Company establish, maintain, or retain a particular level, of either transitional or light duty, however should the Company elect to do so, it is our intention that these policies be implemented in an equitable, uniform and reasonable manner.

Should the Company elect to continue to utilize or to implement a transitional duty program, it will only do so in consultation with a flight attendant Sick & Welfare Committee comprised of flight attendants appointed by the Union and management representatives, to be established in each flight attendant base. These Committees shall be responsible for identifying and recommending appropriate work opportunities for flight attendants who have been released by their physician to work in some capacity, but who remain medically restricted from performing in-flight flight attendant duties. Such work opportunities may only encompass such

**LOA 34 - 1 Sick and Welfare Committee**

duties as are within the returning flight attendant's medical restrictions. The duration of transitional opportunities shall be determined by the Company, but may not exceed the period of partial disability.

Should the Company elect to continue its Transitional duty program, the program shall have the following features:

1. Transitional duty assignments will be available only for flight attendants who sustain occupational injuries and are temporarily unable to perform their regular inflight duties.
2. A flight attendant may be assigned to perform transitional duty only if the treating and/or consulting physician has released the flight attendant for Limited Duty, and work is available within the identified restrictions. A flight attendant whose restrictions are not removed after one hundred twenty (120) days of a transitional duty assignment will be returned to either Sick Pay, Occupational Injury Pay or unpaid leave status.
3. For the purpose of determining the maximum number of days a flight attendant shall be assigned transitional duty, the following shall apply:
  - a. A flight attendant whose most recent full month bid award contained seventeen (17) or more days off will be assigned transitional duty for no more than three (3) days per week.

- b. A flight attendant whose most recent full month bid award contained sixteen (16) or fewer days off will be assigned transitional duty for no more than four (4) days per week.
  - c. A flight attendant who held weekends off on her/his most recent full month bid award will not be required to work weekends while on transitional duty.
- 4. The parties will exert every reasonable effort to avoid conflicts between transitional duty and medical appointments or therapy sessions required for the flight attendants recovery from her/his injury. That is, flight attendants will try to schedule such appointments on days/times free from transitional duty, and where reasonably possible, the Company will schedule transitional duty around the flight attendant's medical appointments. When unavoidable conflicts do occur, the flight attendant shall be entitled to attend the medical appointment, and her/his transitional duty pay shall be prorated for the absence.
- 5. A flight attendant performing Transitional Duty for a full bid month will be paid eighty-five (85) times her/his regular base hourly rate per month. This amount will be prorated for any absences or partial months.
- 6. Flight attendants on transitional duty shall be considered to be full time active employees for all purposes, including but not limited to having entitlement to all regular travel pass and reduced-

rate travel benefits for themselves, their buddies,  
and their eligible dependents.

Please confirm your understanding that the foregoing  
accurately reflects our agreement by signing one copy of  
this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Staff Vice President,  
Inflight

William O'Driscoll  
President - Directing General  
Chairperson

# Term Sheet

## Flight Attendants' Broad Based Stock Option Awards

In recognition of their pay and benefit reductions, the Company will provide Flight Attendants with stock options to purchase shares of the Company's common stock having the following terms:

- Participants:** All Flight Attendants (Provided that a flight attendant who received a prior option award (for example, any supervisor who received an award in connection with management pay reductions in March 2005 and then returned to line flying) shall have her/his flight attendant award reduced by such prior award.)
- Number of Options:** Exactly one hundred and twenty (120) shares of the Company common stock will be subject to option awards for each eligible member of the flight attendant group.
- Grant Date:** Effective date of ratified flight attendant reduction agreement
- Term:** Options will expire effective on the sixth (6<sup>th</sup>) anniversary of the Grant Date

Exercise Price: The greater of (1) the closing price of the Company's common stock on the date of the grant, and (2) eleven dollars and eighty-nine cents (\$11.89) (the closing price of the Company's common stock on March 30, 2005).

Vesting: Three year vesting; 1/3<sup>rd</sup> on each anniversary

Exercisability: Vested options exercisable from and after the vesting date until their date of expiration as provided above, whether or not the holder is employed at Continental or a CAL subsidiary, except that unvested options terminate upon termination, and vested options terminate if termination is for cause (gross misconduct).

Transferability: Options are non-transferable

February 1, 2006

Mr. William O'Driscoll  
President – Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Commuter LOA

Dear Bill:

The recent announcement regarding the withdrawal of 69 aircraft from ExpressJet has raised a question regarding the application of the Conscientious Reporting Program letter in the new CBA. This purpose of this letter is to reaffirm the Company's commitment to that program, and to confirm our conversation regarding the treatment of commuting issues in the event that Continental replaces ExpressJet with a similar capacity purchase agreement with any other commuter carrier.

Simply stated, the Company will apply the terms of the Conscientious Reporting Program letter to any commuter carrier or carriers that operate any of the 69 aircraft or any additional aircraft withdrawn from ExpressJet. Specifically, the language which provides that a flight attendant commuting by air must have "the legitimate reasonable potential to commute on either of at least two (2) Continental/ExpressJet flights" will be read to include any commuter airline who replaces ExpressJet as the capacity purchase supplier of commuter feed traffic for Continental.

Very truly yours,

/s/

Sam Risoli  
Vice President, Inflight

**LOA 35 – 1 Supplemental Commuter**

June 24, 1996

Mr. William O'Driscoll  
President - Directing General Chairman  
International Association of Machinists & Aerospace  
Workers  
Kansas City, MO

Re: Work Life Committees

Dear Bill:

This will confirm our discussions during the recently concluded collective bargaining agreement negotiations, in which the Company agreed to provide the Union with notice of the formation and the initial meeting of Flight Attendant employee committees which have been created to deal with questions or issues directly relating to the work life of a Flight Attendant, not including collective bargaining matters. (An example of such an employee committee is the Occupational Injury Recovery Committee.) The Union shall have the right to attend and participate in these committee meetings.

Please confirm your understanding that the foregoing accurately reflects our agreement by signing one copy of this letter and returning it to me. Thank you.

Very truly yours,

Agreed:

/s/

/s/

Ron Howard  
Vice President, In-Flight  
& Food Services Division

William O'Driscoll  
President - Directing General  
Chairman

April 3, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Mutual Trip Trade Board

Dear Tom:

This letter will confirm our recent discussions regarding establishing a Mutual Trip Trade Board. The Company has agreed to provide a Mutual Trip Trade Board subject to the ability of our Technology Department to provide the support necessary for the implementation of the Mutual Trip Trade Board.

Very truly yours,

/s/

Sam Risoli  
Vice President,  
Inflight

Agreed:

/s/

Thomas Higginbotham  
President – Directing  
General Chairman

April 3, 2011

Mr. Thomas Higginbotham  
President – Directing General Chairman  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Reciprocal Cabin Seat Privileges

Dear Tom:

This letter will confirm our recent discussions in which the Company agreed to implement off-line reciprocal cabin seat privileges with other airlines as soon as possible following ratification of the collective bargaining agreement. We expect that such agreements will commence no later than sixty (60) days following that ratification.

Very truly yours,

Agreed:

/s/

/s/

Sam Risoli  
Vice President,  
Inflight

Thomas Higginbotham  
President – Directing  
General Chairman

**INTERIM AGREEMENT**  
**Between**  
**Continental Airlines, Inc.**  
**and the Flight Attendants represented by the**  
**International Association of Machinists**  
**and Aerospace Workers**

This Interim Agreement is made, and entered into, in accordance with the provisions of the Railway Labor Act, as amended (the "Act") by and between Continental Airlines, Inc. ("Continental") and the Flight Attendants in the service of Continental, as represented by the International Association of Machinists and Aerospace Workers ("IAM" or the "Union"). All parties are collectively referred to herein as the "Parties."

This Interim Agreement is entered into in light of the merger of Continental Airlines, Inc. with United Air Lines, Inc to form the "New United Airlines.". The Interim Agreement shall govern the allocation of Flight Attendant work until either a combined agreement is negotiated for all Flight Attendants on the merged New United Airlines or until the Parties agree to change or terminate this Interim Agreement. Pre-merger Continental Flight Attendants and pre-merger United Flight Attendants will perform work in accordance with their respective collective bargaining agreements, and will not be interchanged between the operations of pre-merger Continental and pre-merger United.

All aircraft in the service of, or stored by, pre-merger Continental or pre-merger United (the "Airlines"), and all orders, options and anticipated returns as set forth in the Airlines' respective fleet plans as of May 2, 2010, shall be

designated as “United Aircraft” or “Continental Aircraft.” Except for Flight Attendants hired from one Airline by the other, and except as may be needed to comply with conditions prescribed by the FAA for the purpose of transition to, and eventual operation under, a Single Operating Certificate no Flight Attendant of either Airline will fly as a crewmember on an aircraft in the fleet of the other Airline.

In the event that aircraft are acquired to replace aircraft that were in the service of, stored by, or on order or option, as of May 2, 2010, each acquired aircraft shall be designated as a United Aircraft or a Continental Aircraft, based upon the aircraft being replaced. For purposes of this section, the term “replacement” means that the newly acquired aircraft can be matched, on a one-to-one basis, to an aircraft that has left or will leave the service of the applicable Airline within six (6) months before or after the new aircraft enters service.

If aircraft are acquired that are not replacement aircraft, pre-merger United Flight Attendants will operate any newly-acquired B747, A321, A320, A319 or A318 aircraft, and pre-merger Continental Flight Attendants will operate any newly-acquired B737 aircraft. As to all other aircraft entering the service, the Parties will promptly meet and confer regarding which pre-merger Flight Attendant group shall operate such aircraft. If the Parties are unable to so agree, the aircraft shall be operated by the Flight Attendant group whose operation will result most closely in maintaining the ratio of Flight Attendant positions that existed between pre-merger United and pre-merger Continental Flight Attendants on May 2, 2010.

Nothing in this Interim Agreement will serve to prevent fleet reductions attributable to economic reasons not

related to the merger, or the retirement of existing aircraft in the normal course of business or as a result of casualty loss, consistent with the Airlines' obligations under applicable collective bargaining agreements.

In witness thereof, the Parties hereto have executed this Interim Agreement effective this 3<sup>rd</sup> day of April, 2011.

For:  
Continental Airlines, Inc.

For:  
International Association of  
Machinists and Aerospace  
Workers

*/s/*

Sam Risoli, Vice President  
Inflight

*/s/*

Tom Higginbotham,  
President -Directing  
General Chairman





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